AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
NOVEMBER 22, 2011
5:00 PM

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. NW EGF Street Network Presentation – Nancy Ellis
2. 2014-2015 TE Project – Nancy Ellis
3. Swimming Pool Report – Greg Boppre
4. Assessment & State Aid Policy – Council President Buckalew
5. Wastewater Rates – Council Member Pokrzywinski & Council Member DeMers
6. Wastewater Operator – John Wachter
7. Rubbertile for VFW & Civic Center – Dave Aker
8. Investment & Fund Balance Policies – Karla Anderson
9. 2012 Budget – Scott Huizenga
10. MMPA Wind Energy Easement Agreement – Ron Galstad/Dan Boyce
11. Other Business

ADJOURN

Upcoming Meetings

Regular Meeting – December 6, 2011 – 5:00 PM – Council Chambers
Work Session – December 13, 2011 – 5:00 PM – Training Room
Regular Meeting – December 20, 2011 – 5:00 PM – Council Chambers
Work Session – December 27, 2011 – 5:00 PM – Training Room

Work Session Item

Date: November 22, 2011

To: East Grand Forks City Council and Mayor Lynn Stauss

Cc: File

From: Nancy Ellis, GF/EGF MPO Senior Planner

RE: NW EGF Street Network Study

Recommendation:

Consideration of the NW East Grand Forks Street Network Study draft report and exhibits. The draft report can be found on the MPO's website, www.theforksmpo.org.

GENERAL INFORMATION

A study is being conducted to look at alternatives to improve the north-south traffic flow in the northwest area of the City of East Grand Forks. The study area includes the northwest area of East Grand Forks bordered by River Rd NW and 4th St. NW on the west, Demers Ave on the south, Central Ave on the east and 23rd St. NW on the north.

Currently, a planned investment (programmed in the TIP for 2014) includes the reconstruction of the US Highway 2/5th Ave NW intersection as a full access with traffic signalization to provide north-south connectivity across US Highway 2. This project comes from a 1994 study and a more recent 2006 study, the *US Hwy 2 Access Management Study,* where the US Highway 2/5th Ave NW intersection was recommended to be a full access signalized intersection. However, recent questions regarding the necessity of a full intersection at 5th and US 2 have postponed this signalized intersection project.

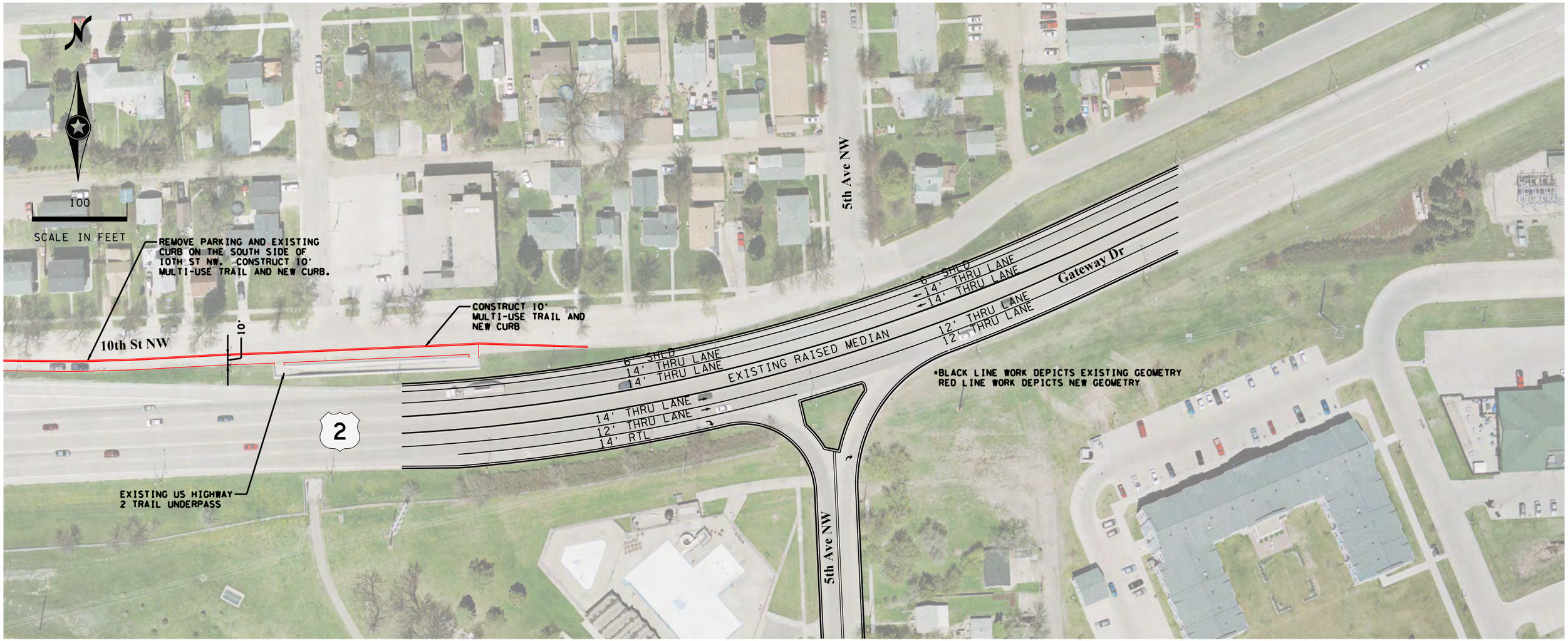
Therefore, the MPO was asked to conduct a study to re-examine the impacts that constructing (or not constructing) a full intersection of 5th Ave NW and US Hwy #2 would have or would not

have to traffic patterns, as well as, look at other intersections within the study area, including the River Road/12th Ave NW/17th St. NW intersection. This study will present potential access alternative options for the 5th Ave NW/US 2 intersection, alternatives for the River Rd intersection, as well as evaluation criteria for each option.

At this point in the study, the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) has held three open houses and four Steering Committee meetings to provide the public with an opportunity to provide comment on a the study and the proposed traffic and multimodal improvements to the Northwest Street Network in East Grand Forks. A draft report has been written and is available for your review. The draft report includes designs and evaluation criteria for each alternative as well as a cost estimate for intersection alternatives at 5th Avenue NW/US 2. Other discussion points for the study draft report are: the preferred alternative and cost estimate to improve safety and right-of-way confusion at the River Road NW/17th St NW/12th Ave NW intersection; the possibility of closing the US 2 off-ramp to 8th Avenue NW; and the new design for the 2012 Transportation Enhancement (TE) project that constructs a multi-purpose trail along 10th St. NW and 8th Avenue NW.

(A Transportation Enhancement project is currently planned for 2012 that places a multipurpose trail within the US Hwy 2 off ramp that enters 10th St. NW running west along US Hwy 2 and heads north along 8th Avenue NW. This project was planned with the idea that a full intersection would be built at 5th Avenue NW/US Hwy 2 and the US Hwy 2 off ramp would no longer be necessary and therefore removed.)

Alliant Engineering, the consultant for the study, is here to present the information in the draft report.



DO NOTHING (EXISTING GEOMETRICS) - EVALUATION CRITERIA

1 TRAFFIC OPERATIONS:

- Acceptable 2035 AM & PM peak hour operations for the study area network. This assumes interconnect and coordination of study area traffic signals.
- Provides no alternative routes during flood conditions.

2 MULTIMODAL (PED, BIKE & TRANSIT):

- Due to the westbound US 2 off-ramp, the future 10' multi-use trail will have to be constructed on the south side of 10th St NW. The multi-use trail would connect the existing underpass to the trail head at 12th St NW.
- Ped/Bike crossing of US 2 would be via the existing underpass. There would be no at-grade crossing of US 2 at 5th Ave NW.
- There would be no direct transit route to the neighborhood on 5th Ave NW. Transit would have to use Central Ave similar to existing conditions.

3 SAFETY:

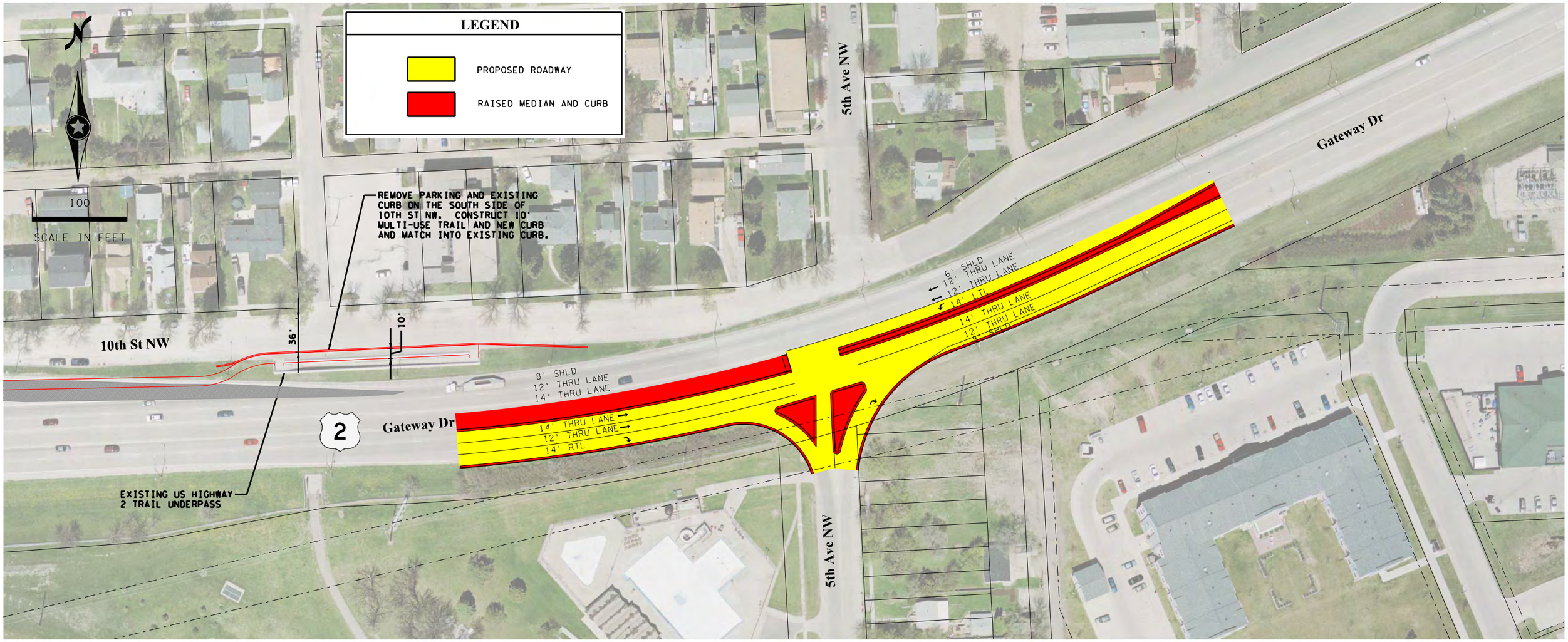
- The crash potential of the intersection is low as there are minimal conflicting movements (only merge/diverge movements for the right turns).

4 ACCESS / CONNECTIVITY (DOWNTOWN & NEIGHBORHOOD):

- This alternative maintains the existing access and connectivity conditions. There is no access improvement to Downtown or the Neighborhood.

5 COST:

- No geometric costs or construction issues.
- The cost to interconnect and coordinate the study area traffic signals is ~$100,000.



WB LEFT ONLY ACCESS INTERSECTION

① **TRAFFIC OPERATIONS:**

- Acceptable 2035 AM & PM peak hour operations for the study area network. This assumes interconnect and coordination of study area traffic signal.
- During flood conditions Westbound US 2 downtown traffic will have an alternative left turn option.

② **MULTIMODAL (PED, BIKE & TRANSIT):**

- The removal of the WB US 2 Off-Ramp is assumed with this option because access to downtown is provided. A future 10' multi-use trail can be constructed in the area of the removed WB US 2 Off-Ramp. The multi-use trail would connect the existing underpass to the trail head at 12th St NW.
- Ped/Bike crossing of US 2 would be via the existing underpass. There would be no at-grade crossing of US 2 at 5th Ave NW.
- There would be no direct transit route to the neighborhood on 5th Ave NW. Transit would have to use Central Ave similar to existing conditions.

③ **SAFETY:**

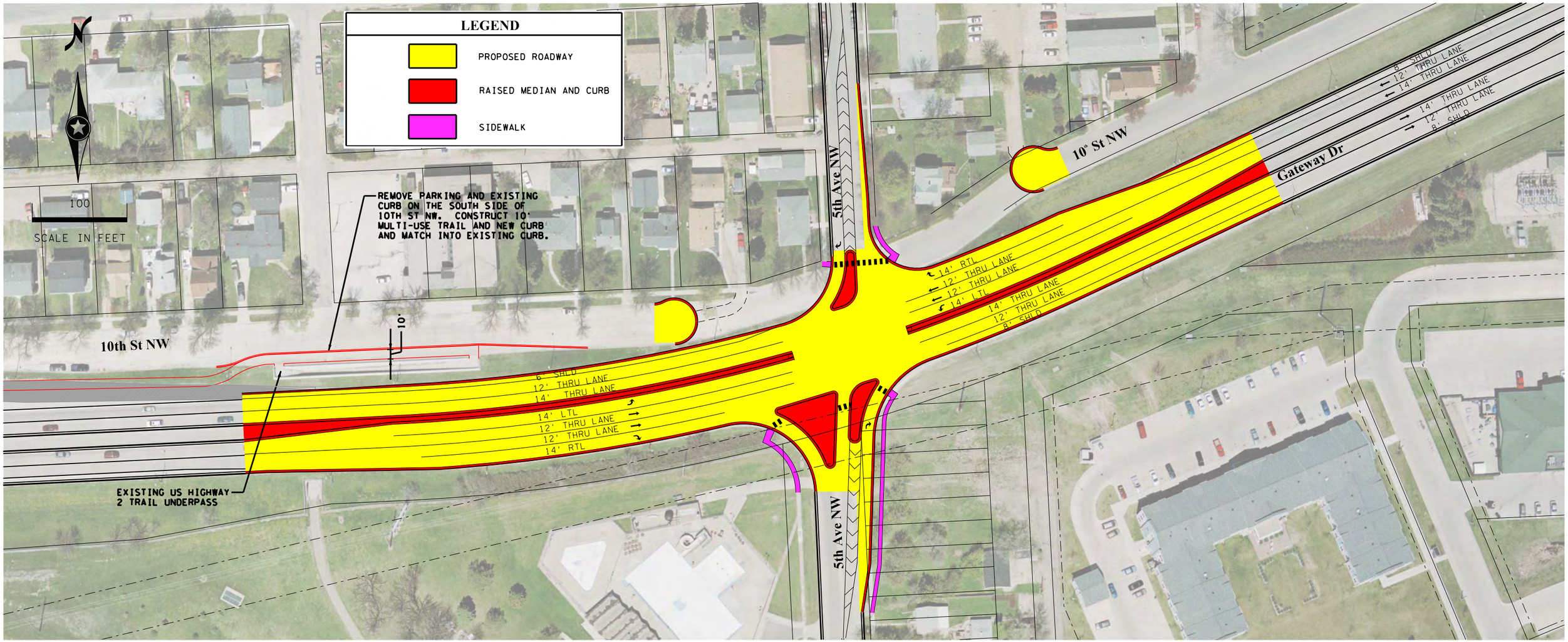
- The crash potential for this alternative is slightly higher than the "Do Nothing"alternative. An additional traffic movement (WB left), along with additional conflict potential, is being introduced to the intersection.

④ **ACCESS / CONNECTIVITY (DOWNTOWN & NEIGHBORHOOD):**

- This alternative maintains the existing access and connectivity for the neighborhood on the north side of US 2. Access to downtown is enhanced by providing a westbound left turn.

⑤ **COST:**

- Cost is ~$729,000.
- The existing median (east leg) and pork chop (south leg) will have to be reconstructed to provide the WB left turn lane. The US 2 eastbound travel way will have to be regraded.
- This alternative can be part of a phased approach to construct a future 3/4 - access intersection and ultimately a full access signalized intersection (if needed).



THREE-QUARTER ACCESS INTERSECTION

① TRAFFIC OPERATIONS:

- All intersection movements are allowed off of US 2. From 5th Ave NW northbound and southbound right turn movements are allowed, while through and left turn movements are prohibited.
- Acceptable 2035 AM & PM peak hour operations for the study area network. This assumes interconnect and coordination of study area traffic signals.
- During flood conditions downtown and neighborhood access will be available off of US 2.
- On-street parking on the north and south legs of 5th Ave NW near the intersection will be prohibited.

② MULTIMODAL (PED, BIKE & TRANSIT):

- The removal of the WB US 2 Off-Ramp is assumed with this option. A future 10' multi-use trail can be constructed in the area of the removed WB US 2 Off-Ramp. The multi-use trail would connect the existing underpass to the trail head at 12th St NW.
- Ped/Bike crossing of US 2 would be via the existing underpass. There would be no at-grade crossing of US 2 at 5th Ave NW.
- There would be no direct transit route to the neighborhood on 5th Ave NW. Transit would have to use Central Ave similar to existing conditions.

③ SAFETY:

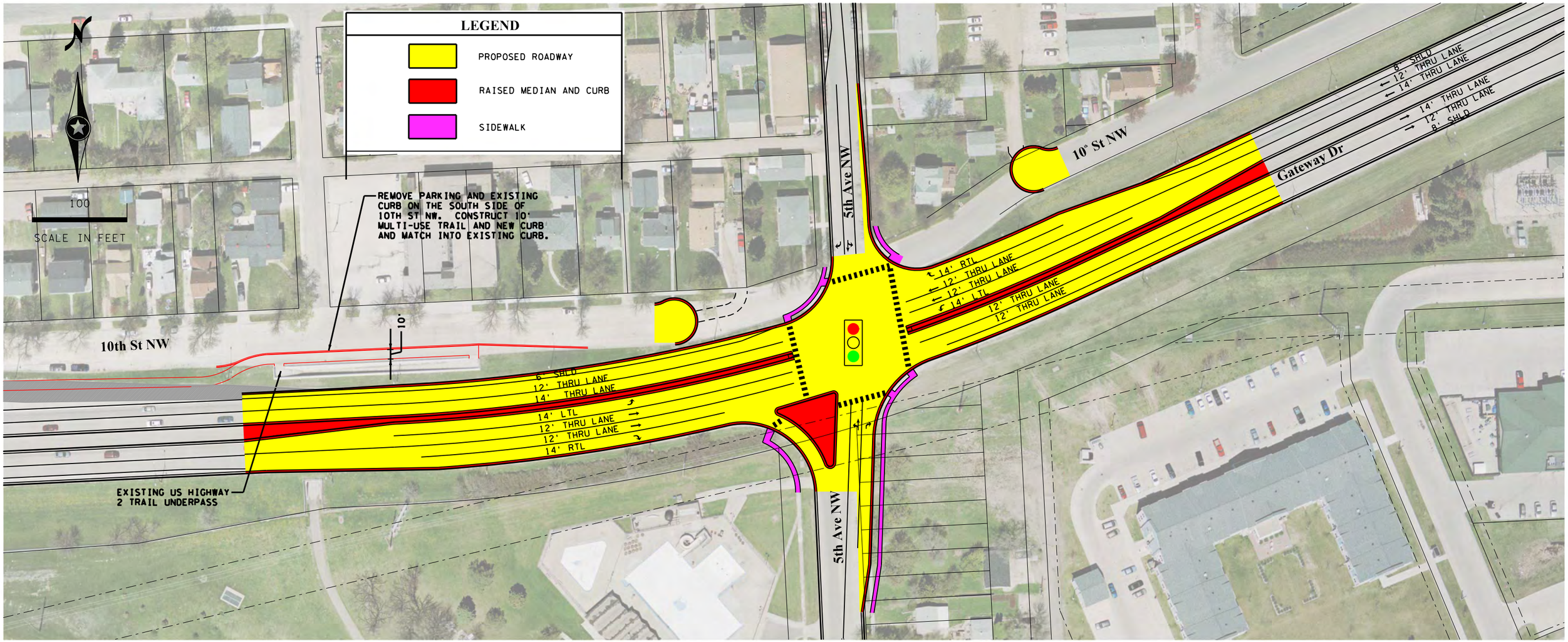
- The crash potential for this alternative is higher than the "Do Nothing" and "WBL" alternatives. Additional traffic movements, along with additional conflict potential, is being introduced to the intersection.

④ ACCESS / CONNECTIVITY (DOWNTOWN & NEIGHBORHOOD):

- Access to the neighborhood and downtown is enhanced by providing a north leg and left turn lanes on US 2. Northbound and southbound left turn and through movements are still prohibited.

⑤ COST:

- Cost is ~$1.5 million.
- The north leg of the intersection will need to be constructed as well as cul-de-sacs on 10th St NW. US 2 will need to be widened to provide turn lanes. The pork chop on south leg will need to be reconstructed and new pork chop on the north leg will need to be constructed. Additionally, grade issues through the intersection will need to be corrected.
- This alternative can be part of a phased approach from the "WB Left Only" alternative and to a full access signalized intersection (if needed).



SIGNALIZED FULL ACCESS INTERSECTION

1 TRAFFIC OPERATIONS:

- Acceptable 2035 AM & PM peak hour operations for the study area network. This assumes interconnect and coordination of study area traffic signals.
- During flood conditions downtown and neighborhood full access will be available.
- On-street parking on the north and south legs of 5th Ave NW near the intersection will be prohibited.

2 MULTIMODAL (PED, BIKE & TRANSIT):

- The removal of the WB US 2 Off-Ramp is assumed with this option. A future 10' multi-use trail can be constructed in the area of the removed WB US 2 Off-Ramp. The multi-use trail would connect the existing underpass to the trail head at 12th St NW.
- Ped/Bike crossing of US 2 would be via at-grade crosswalks at the signal. The signal will have marked crosswalks, pedestrian crossing push-buttons and crossing countdown timers.
- This alternative would be beneficial to transit operations. The black line could cross US 2 at 5th Ave NW instead of Central Ave.

3 SAFETY:

- The crash potential at traffic signals is higher than stop-controlled intersections, but the severity of the crashes is lower. The addition of a traffic signal will result in more crashes than the other alternatives, particularly rear-end crashes. Optimal signal timing could reduce the potential of rear-end crashes.

4 ACCESS / CONNECTIVITY (DOWNTOWN & NEIGHBORHOOD):

- All intersection movements are allowed with a traffic signal. Neighborhood and downtown access will be improved. Traffic will increase on neighborhood roads (5th Avenue NW and 14th St NW).

5 COST:

- Cost is ~$1.8 million.
- The north leg of the intersection will need to be constructed as well as cul-de-sacs on 10th St NW. US 2 will need to be widened to provide turn lanes. The pork chop on south leg will need to be reconstructed. Signal hardware and interconnect will need to be provided. Additionally, grade issues through the intersection will need to be corrected.

US Highway 2 & 5th Ave NW Intersection Alternatives						
Evaluation Criteria		**Do Nothing (Exhibit 5.1)**	**Do Nothing w/Updated Signal Timing & Coordination (Exhibit 5.1)**	**US 2 Westbound Left Only* (Exhibit 5.2)**	**Three-Quarter Access* (Exhibit 5.3)**	**Full Access Signal* (Exhibit 5.4)**
Traffic Operations	US Hwy 2 Corridor	No affect	✓ Improved Traffic Flow on the corridor.	✓ Improved Traffic Flow on the corridor.	✓ Improved Traffic Flow on the corridor.	✗ Mainline traffic will have to stop at a signal and traffic flow will be interrupted.
	US Hwy 2/Central Ave Intersection	Poor operations	✓ Traffic operations improve to acceptable conditions.	✓ Traffic operations improve to acceptable conditions.	✓ Traffic operations improve to acceptable conditions.	✓ Traffic operations improve to acceptable conditions.
	Flood Conditions	Poor flood operations	✓ Traffic operations improve & queues are reduced.	✓ Traffic operations improve & queues are reduced.	✓ Traffic operations improve & queues are reduced.	✓ Traffic operations improve & queues are reduced.
Safety	US Hwy 2/Central Ave Intersection	Existing safety issues	● Updated timing & coordination could reduce rear-end type crashes, but there could be other geometric causes.	● Updated timing & coordination could reduce rear-end type crashes, but there could be other geometric causes.	● Updated timing & coordination could reduce rear-end type crashes, but there could be other geometric causes.	✓ Less volumes and crash potential through the intersection because of the signal at 5th Ave NW.
	US Hwy 2/5th Ave NW Intersection	Low crash frequency	✓ Updated timing at US 2/Central could reduces queues and conflicts through this intersection.	✗ The addition of a WBL turn lane adds more conflict potential.	✗ The addition of more turning movements add more conflict potential.	✗ Signalized intersections have a high crash frequency, but typically less severe rear-end crashes.
		Low crash severity	✓ Updated timing at US 2/Central could reduces queues and conflicts through this intersection.	✗ Right-Angle crashes could increase.	✗ Right-Angle crashes could increase.	✗ Signalized intersections typically have a low crash severity rate.
Multimodal	Transit Operations	No transit crossing of US Hwy 2.	● No transit crossing of US Hwy 2.	● No transit crossing of US Hwy 2.	● No transit crossing of US Hwy 2.	✓ Transit crossing of US Hwy 2.
	Pedestrian/Bicycle	No at-grade crossing of US Hwy 2.	● No at-grade crossing of US Hwy 2.	● No at-grade crossing of US Hwy 2.	● No at-grade crossing of US Hwy 2.	✓ At-grade crossing of US Hwy 2.
	Multi-Use Trail	Future connection via 10th St NW	● Future connection via 10th St NW.	✓ Future connection in area of removed US Hwy 2 Off-Ramp.	✓ Future connection in area of removed US Hwy 2 Off-Ramp.	✓ Future connection in area of removed US Hwy 2 Off-Ramp.
Access/ Connectivity	Neighborhood Flood Access	Access to/from neighborhood via Central Ave only.	● Access to/from neighborhood via Central Ave only.	● Access to/from neighborhood via Central Ave only.	✓ Access to/from neighborhood via Central Ave and US Highway 2 at 5th Ave NW.	✓ Full Access to/from neighborhood at 5th Ave NW.
	Visible Access to Downtown	Eastbound Right-In/Right-Out Only Access.	● Eastbound Right-In/Right-Out Only Access.	✓ Eastbound Right-In/Right-Out and Westbound Left Turn Access.	✓ Eastbound Right-In/Right-Out and Westbound Left Turn Access.	✓ Full Access at 5th Ave NW.
	Minimize Impact to residents on 5th Ave NW	No increase or change in routes in neighborhood traffic volumes.	● No increase or change in routes in neighborhood traffic volumes.	● No increase or change in routes in neighborhood traffic volumes.	● Traffic volumes would slightly increase on 5th Ave and 14th St. Volumes may decrease on other neighborhood roadways.	● Traffic volumes would increase on 5th Ave and 14th St. Volumes may decrease on other neighborhood roadways.
	Connectivity Across US Hwy 2	No current connectivity across US Hwy 2.	● No current connectivity across US Hwy 2.	● No current connectivity across US Hwy 2.	● No current connectivity across US Hwy 2.	✓ Connectivity via 5th Ave NW.
Cost		**$0**	**$100,000**	**$729,000**	**$1.5 Million**	**$ 1.8 Million**

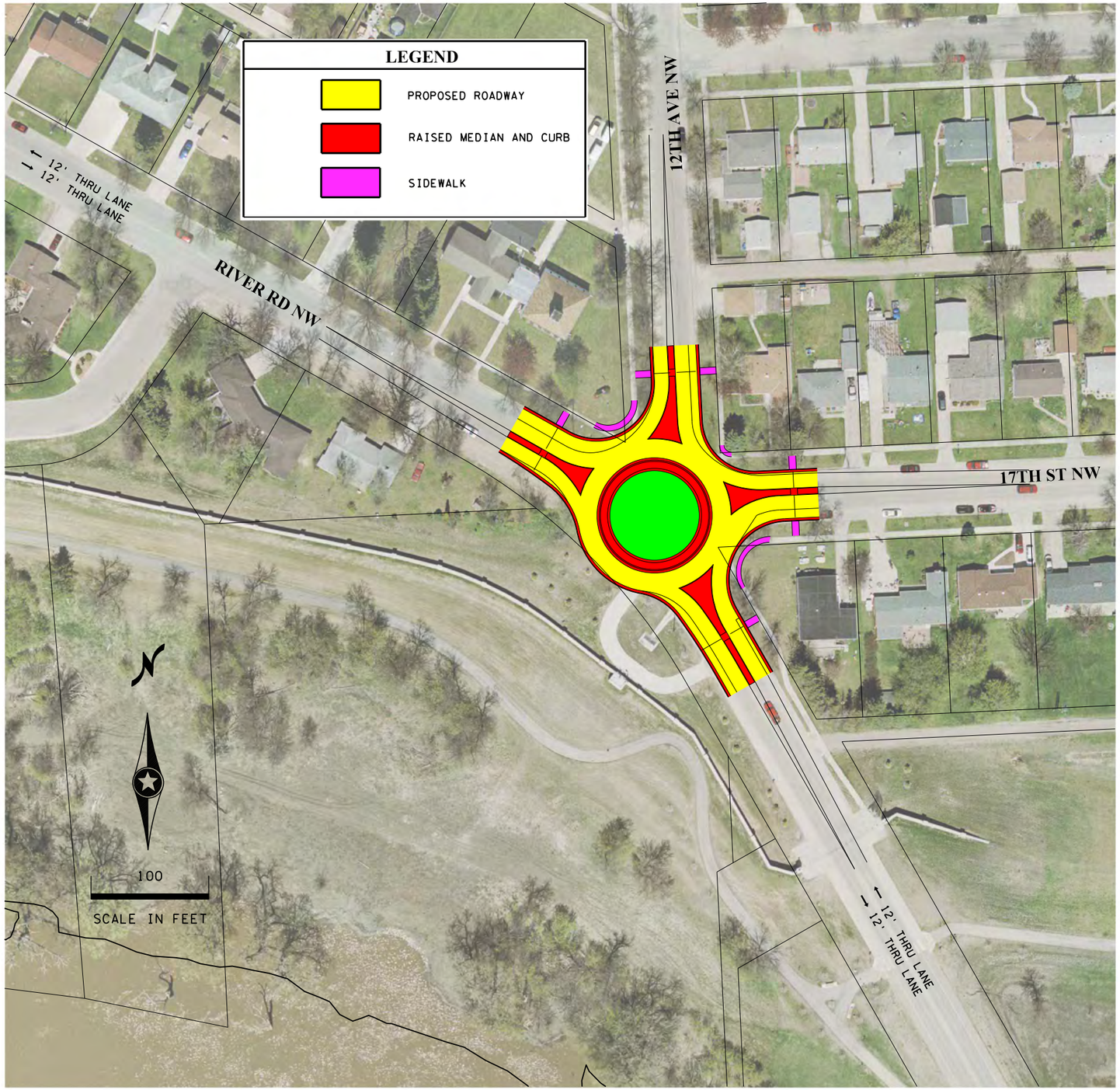
* Study area traffic signal interconnect and updated timings were assumed.

Changes in operations using the Do Nothing Alternative as a baseline:

✓ improvement

● same

✗ decline



ROUNDABOUT INTERSECTION

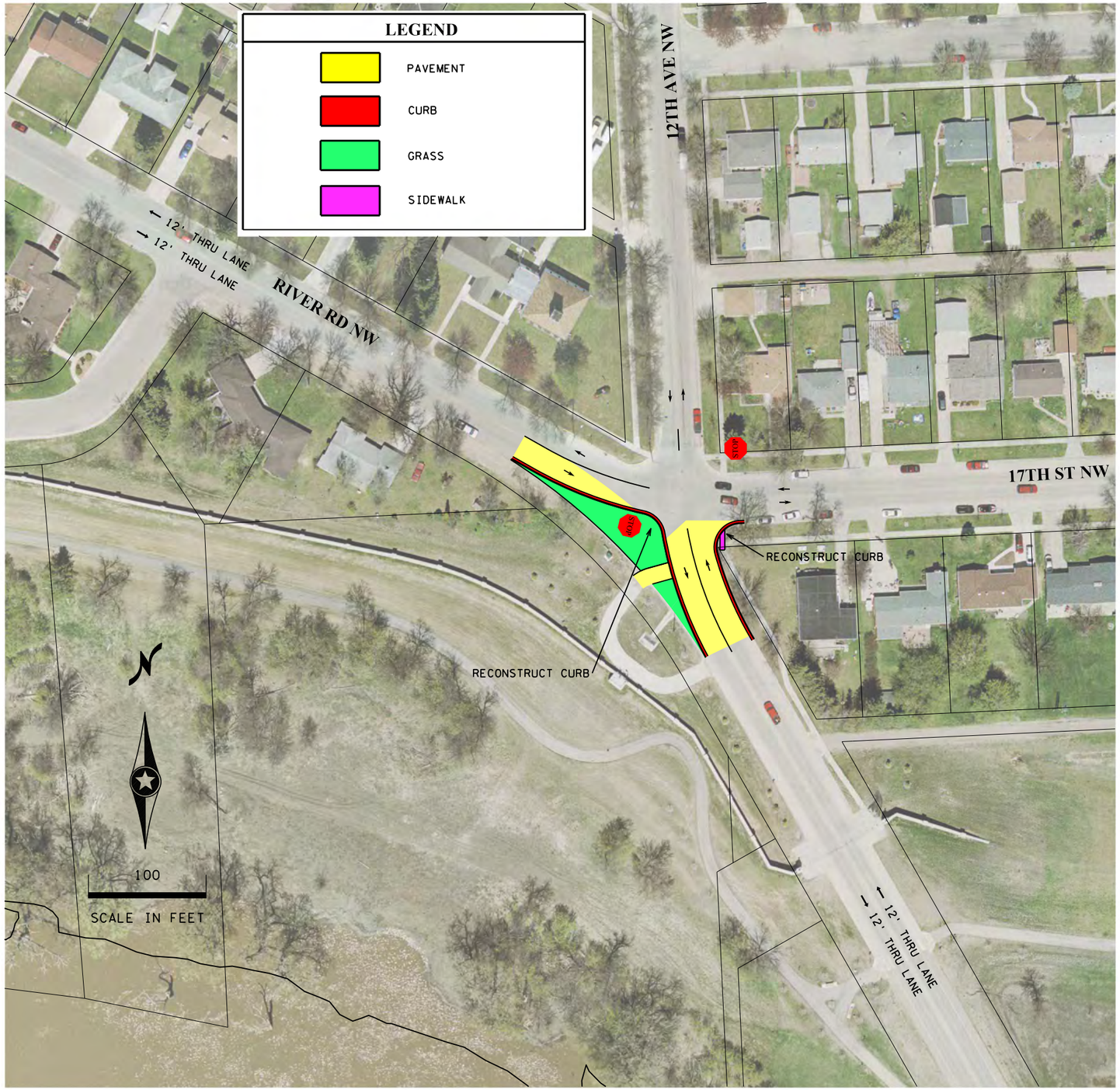
① **SAFETY:**

- Intersection right-of-way confusion will be corrected as each approach has to yield to circulating roundabout traffic.
- The crash potential for a single-lane roundabout is low. Approach movements have to yield to circulating roundabout traffic. Additionally, speeds are low through roundabout resulting in less severe crashes.
- The roundabout could act as a traffic calming measure and help reduce speeds on River Rd NW.
- There might be a learning curve as residents become used to driving through a roundabout.

② **COST:**

- Cost is ~$430,000.
- Roundabout, median and curb construction. The initial cost may be high, but roundabouts require minimum long-term costs when complared to traffic signals.

EXHIBIT 5
ROUNDABOUT ALTERNATIVE
RIVER RD NW& 17th ST NW / 12th AVE NW



REALIGNED INTERSECTION

1 **SAFETY:**

- Traffic from 12th Ave NW and the south leg of River Rd will be free-flowing as these approach have higher traffic volumes.
- Right-of-way confusion will be eliminated with the new right-angle geometry and standard side-street stop control.
- This alternative could be tested and be temporarily constructed with temporary striping and use of some type of barrier or barrels for the southwest curb.

2 **COST:**

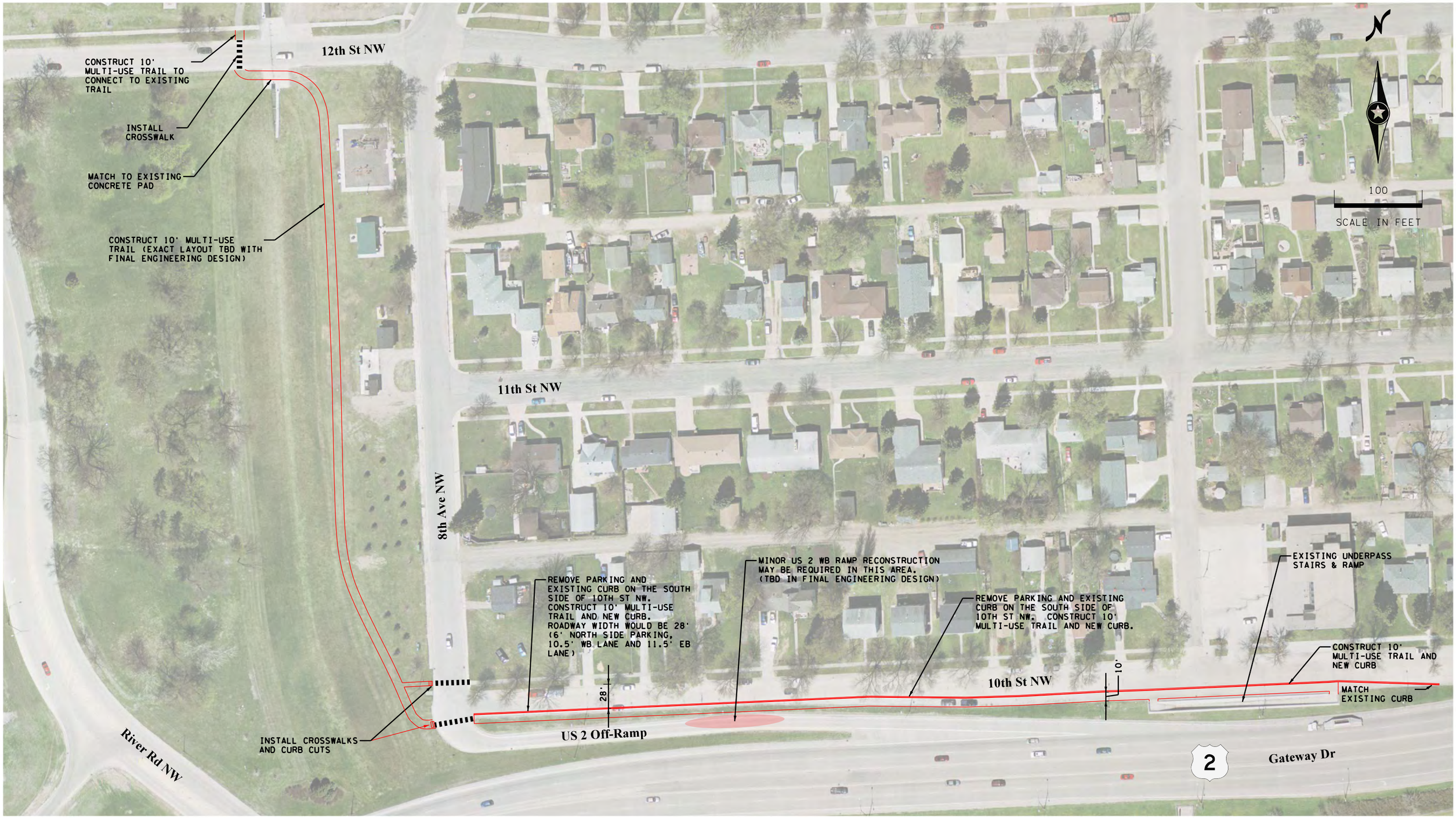
- Cost is ~$105,000.
- Curb reconstruction, striping and signing will be rquired.

EXHIBIT 6
RIVER RD REALIGNMENT ALTERNATIVE
RIVER RD NW& 17th ST NW / 12th AVE NW

River Road & 17th St NW/12th Ave Intersection Alternatives			
Evaluation Criteria	**Do Nothing**	**Roundabout**	**River Rd Realignment**
Safety	Right-of Way Confusion	✓	✓
	High Speed on River Rd	✓✓	✓
Cost	$0	$430,000	$105,000

✓✓ much improved

✓ slight improvement



EAST GRAND FORKS NORTHWEST STREET NETWORK STUDY

Alliant Engineering

EXHIBIT 7
MULTI-USE TRAIL CONNECTION-ALTERNATIVE 1
WITH US 2 WESTBOUND OFF-RAMP
(TRANSPORTATION ENHANCEMENT PROJECT)

EAST GRAND FORKS NORTHWEST STREET NETWORK STUDY

Alliant Engineering

EXHIBIT 8
MULTI-USE TRAIL CONNECTION-ALTERNATIVE 2
WITHOUT US 2 WESTBOUND OFF-RAMP
(TRANSPORTATION ENHANCEMENT PROJECT)

DISTRICT 2
3920 Highway 2 West
Bemidji, MN 56601

Office Tel: 218-755-6554
Fax: 218-755-6512

September 1, 2011

To Whom it May Concern:

Re: Transportation Enhancement Solicitation of Projects for **2014 and 2015**.

The Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding of eligible transportation enhancement projects under the Surface Transportation Program apportionment. The transportation enhancement (TE) program is intended to strengthen the cultural, aesthetic, and environmental aspects of the transportation system. Typical projects include bike/pedestrian trails, scenic overlooks, the rehabilitation of historic transportation buildings, and landscaping, as well as several other limited activities. All applications require a detailed cost estimate.

District 2 Area Transportation Partnership (ATP 2) is announcing the solicitation for enhancement projects for the year 2014 and 2015. The expected targets of $224,000 of Federal Enhancement funds from SAFETEA-LU will be available for 2014 and $500,000 for 2015. Your project application must indicate which year it is being applied for or if it could be a candidate for either year.

Selection of projects to be awarded enhancement monies in 2014 & 2015 will be made by ATP 2 with final approval coming from the Federal Highway Administration. ATP 2 selection of projects is made in late February.

Application and program guidelines can be obtained from:
Mathew Dyrdahl, Headwaters Regional Development Commission (HRDC) Transportation Planner in Bemidji at (218) 333-6531; or

Troy Schroeder, Northwest Regional Development Commission (NWRDC) Transportation Planner in Warren at (218) 745-6733; or

Earl Haugen, Executive Director Grand Forks – East Grand Forks Metropolitan Planning Organization (MPO) in Grand Forks at (701) 746-2657; or

Joe McKinnon, MnDOT Planning Engineer in Bemidji at (218) 755-6554.

Additional information may also be found at the following Federal Highway Administration website at: http://www.fhwa.dot.gov/environment/te/index.htm

If you are interested in a training session or workshop on the enhancement application please contact the RDC Transportation Planner for your appropriate area.

Applications with 13 copies are to be postmarked no later than **January 18, 2012** and sent to Joe McKinnon at the address listed at the top of the application.

Thank you for your interest in the transportation enhancement program.

Work Session Item

Date: November 22, 2011

To: East Grand Forks City Council and Mayor Lynn Stauss

Cc: File

From: Nancy Ellis, GF/EGF MPO Senior Planner

RE: 2014-2015 TE Proposal

Recommendation:

Consideration of proposed 2014-2015 TE project to construct a multipurpose trail on the west side of 5th Ave NE from 23rd St. NE to 15th St. NE.

Request:

Attached is the 2014 and 2015 Enhancement Solicitation letter and our proposed EGF project. There is $224,000 of un-designated enhancement funds for 2014 due to the Park Rapids trail project dropping out last year and other projects moving up. The 2015 amount will remain at $500,000.

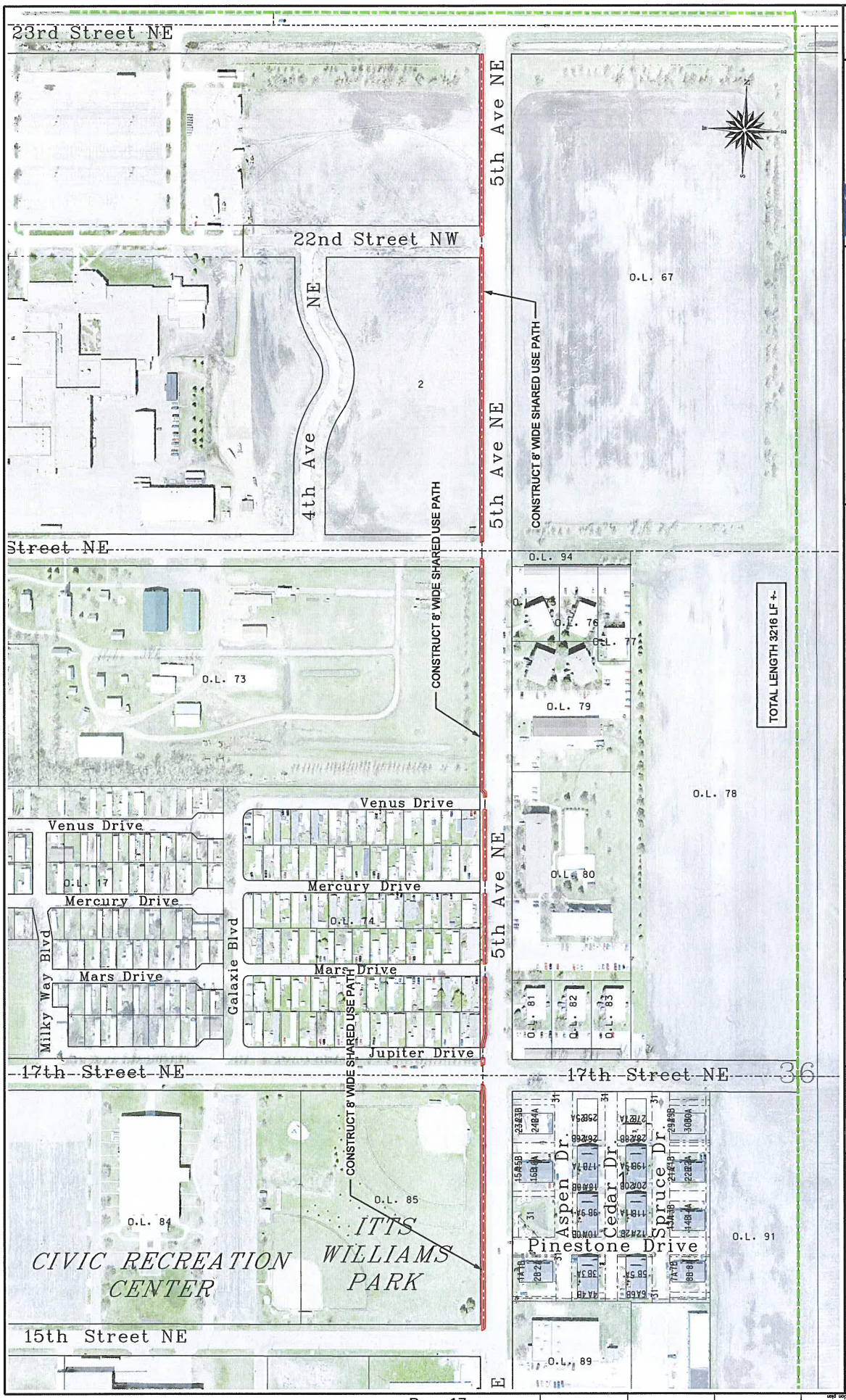
Our project is to construct a multipurpose trail along the west side of 5th Ave NE from 23rd St NE to 15th St NE. This will connect with a proposed sidewalk along the north side of 15th St NE (if 15th St NE is reconstructed with State Aid funds). The total cost estimate for the construction of the trail is $251,068. With the required 20% match we will be requesting $200,854 in TE funds with the local match we must provide being $50,214 plus administrative costs (includes design, engineering).

The following supporting documents are attached:

1. Solicitation letter from MNDOT.
2. Map/drawing of the proposed TE location and cost estimate.

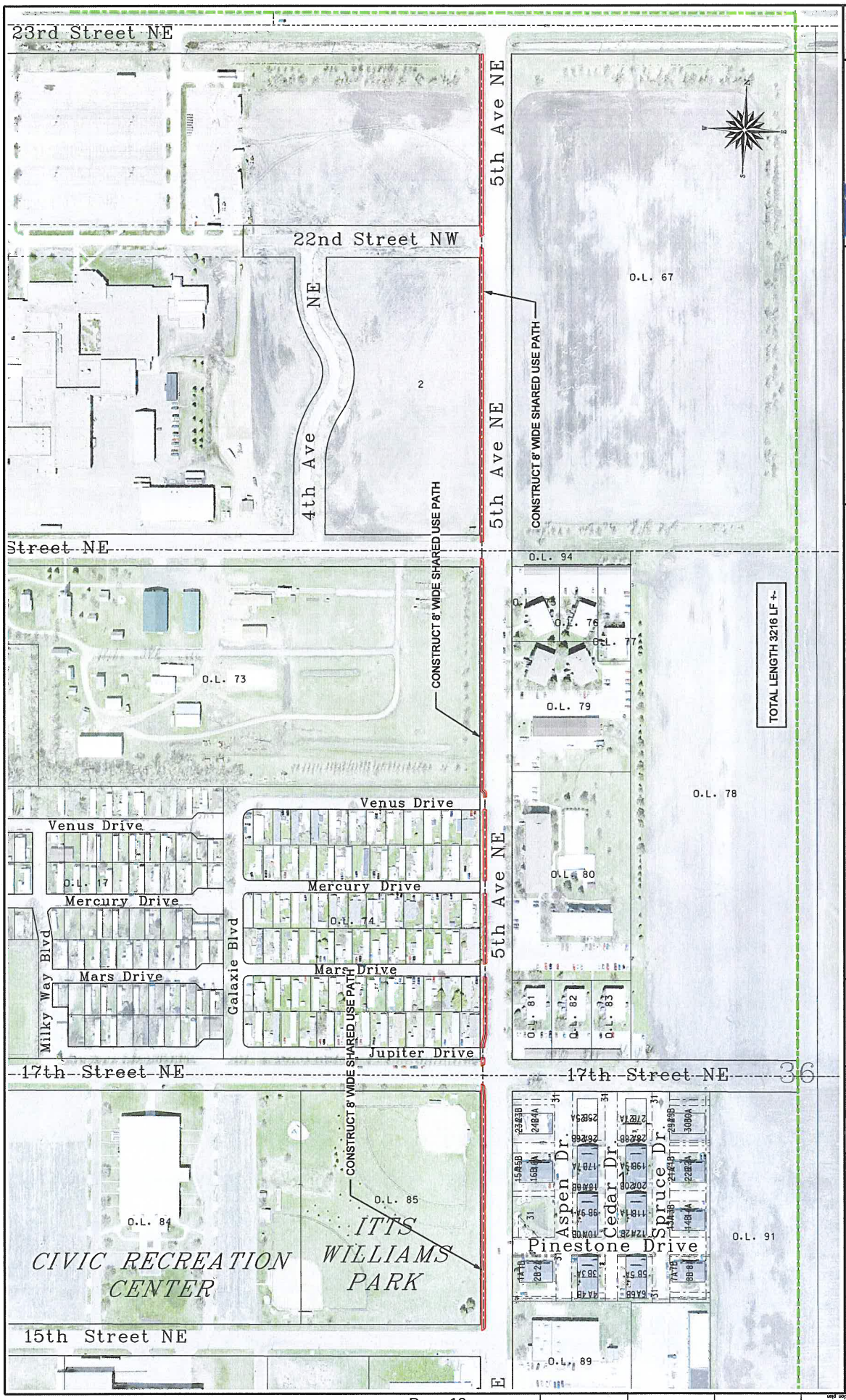
Estimate 2014/2015 - TE SIDEWALK PROJECT
15TH ST NE TO COUNTY ROAD 19
ALONG 5TH AVENUE NE
EAST GRAND FORKS, MN

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Mobilization	1 LS	$5,000.00	$5,000.00
Remove Curb & Gutter	200 LF	$10.00	$2,000.00
Remove/Replace Pavement	1 LS	$12,000.00	$12,000.00
Remove Trees	33 EA	$100.00	$3,300.00
Tree Trimming	60 HRS	$100.00	$6,000.00
Common Excavation	800 CY	$10.00	$8,000.00
Salvaged Topsoil	300 CY	$6.00	$1,800.00
Aggregate Base	500 CY	$30.00	$15,000.00
4" Concrete Sidewalk	25,728 SF	$6.00	$154,368.00
Concrete Curb & Gutter	200 LF	$40.00	$8,000.00
Truncated Domes	130 SF	$60.00	$7,800.00
Traffic Control	1 LS	$10,000.00	$10,000.00
Storm Drain Inlet Protection	18 Each	$100.00	$1,800.00
Seeding	3000 SY	$2.00	$6,000.00
Cross-Walk Marking	1 LS	$10,000.00	$10,000.00
		TOTAL	**$251,068.00**


23rd Street NE
22nd Street NW
4th Ave NE
5th Ave NE
CONSTRUCT 8' WIDE SHARED USE PATH
O.L. 67
2
Street NE
O.L. 73
O.L. 94
O.L. 76
O.L. 77
O.L. 79
TOTAL LENGTH 3216 LF +-
O.L. 78
Venus Drive
O.L. 17
Mercury Drive
O.L. 74
Mars Drive
Jupiter Drive
Galaxie Blvd
Milky Way Blvd
O.L. 80
O.L. 81
O.L. 82
O.L. 83
17th Street NE
36
O.L. 84
O.L. 85
CIVIC RECREATION CENTER
ITTS WILLIAMS PARK
15th Street NE
Aspen Dr.
Cedar Dr.
Spruce Dr.
Pinestone Drive
O.L. 91
O.L. 89
DRAWING NUMBER
P1
(218) 773-1185
FAX (218) 773-3348
1800 Central Ave. NE
East Grand Forks, Minnesota
www.fs-rms.com
Consulting Engineers & Land Surveyors
Copyright © 2010 FS Engineering
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature:
Typed or Printed Name:
Date:
Lic. No.
Proposed Shared Use Path - 5th Street NE to 23rd Street NE
East Grand Forks, Minnesota
5th Avenue NE
DATE 11/01/11
PLT NAME 15_5th SW_5th ave.dgn
SCALE NO SCALE
DESIGNED BY
DRAWN BY MBA
CHECKED BY GLB
NO. DATE BY DESCRIPTION OF REVISIONS
MODEL: centerline plan
AS-BUILT
STAKED
ORIGINAL SURVEY
FIELDBOOK BY DATE

Estimate 2014/2015 - TE SIDEWALK PROJECT
15TH ST NE TO COUNTY ROAD 19
ALONG 5TH AVENUE NE
EAST GRAND FORKS, MN

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Mobilization	1 LS	$5,000.00	$5,000.00
Remove Curb & Gutter	200 LF	$10.00	$2,000.00
Remove/Replace Pavement	1 LS	$12,000.00	$12,000.00
Remove Trees	33 EA	$100.00	$3,300.00
Tree Trimming	60 HRS	$100.00	$6,000.00
Common Excavation	800 CY	$10.00	$8,000.00
Salvaged Topsoil	300 CY	$6.00	$1,800.00
Aggregate Base	500 CY	$30.00	$15,000.00
4" Concrete Sidewalk	25,728 SF	$6.00	$154,368.00
Concrete Curb & Gutter	200 LF	$40.00	$8,000.00
Truncated Domes	130 SF	$60.00	$7,800.00
Traffic Control	1 LS	$10,000.00	$10,000.00
Storm Drain Inlet Protection	18 Each	$100.00	$1,800.00
Seeding	3000 SY	$2.00	$6,000.00
Cross-Walk Marking	1 LS	$10,000.00	$10,000.00
		TOTAL	**$251,068.00**



DRAWING NUMBER P1

Engineering

(218) 773-1185
FAX (218) 773-3348
1800 Central Ave. NE
East Grand Forks, Minnesota
www.fs-rms.com

Consulting Engineers & Land Surveyors

Copyright © 2010 FS Engineering

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: _____ Typed or Printed Name: _____

Date: _____ Lic. No. _____

Proposed Shared Use Path - 5th Street NE to 23rd Street NE

East Grand Forks, Minnesota

5th Avenue NE

DESIGNED BY		DATE	11/01/11
DRAWN BY	MBA	PLT NAME	17_THE_SW_5th_ave_ne.dgn
CHECKED BY	GLB	SCALE	NO SCALE

NO.	DATE	BY	DESCRIPTION OF REVISIONS

ORIGINAL SURVEY			STAKING			AS-BUILT		
FIELDBOOK	BY	DATE	FIELDBOOK	BY	DATE	FIELDBOOK	BY	DATE

MODEL: centerline plan

WORKING: Proposed-existing XL_FE_SW_5th_ave_ne.dgn

11/1/2011

AGENDA ITEM # 3

Request for Council Action

Date: November 16, 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: Swimming Pool Report

Background:
Attached please find a copy of the pool assessment performed by EAPC. The report identifies two dual tracks of improvements, the first is the required improvements as required by the Minnesota Department of Health and the second is the recommended upgrades to renovate or modernize the pool.

Recommendation:
Discuss report with City Council

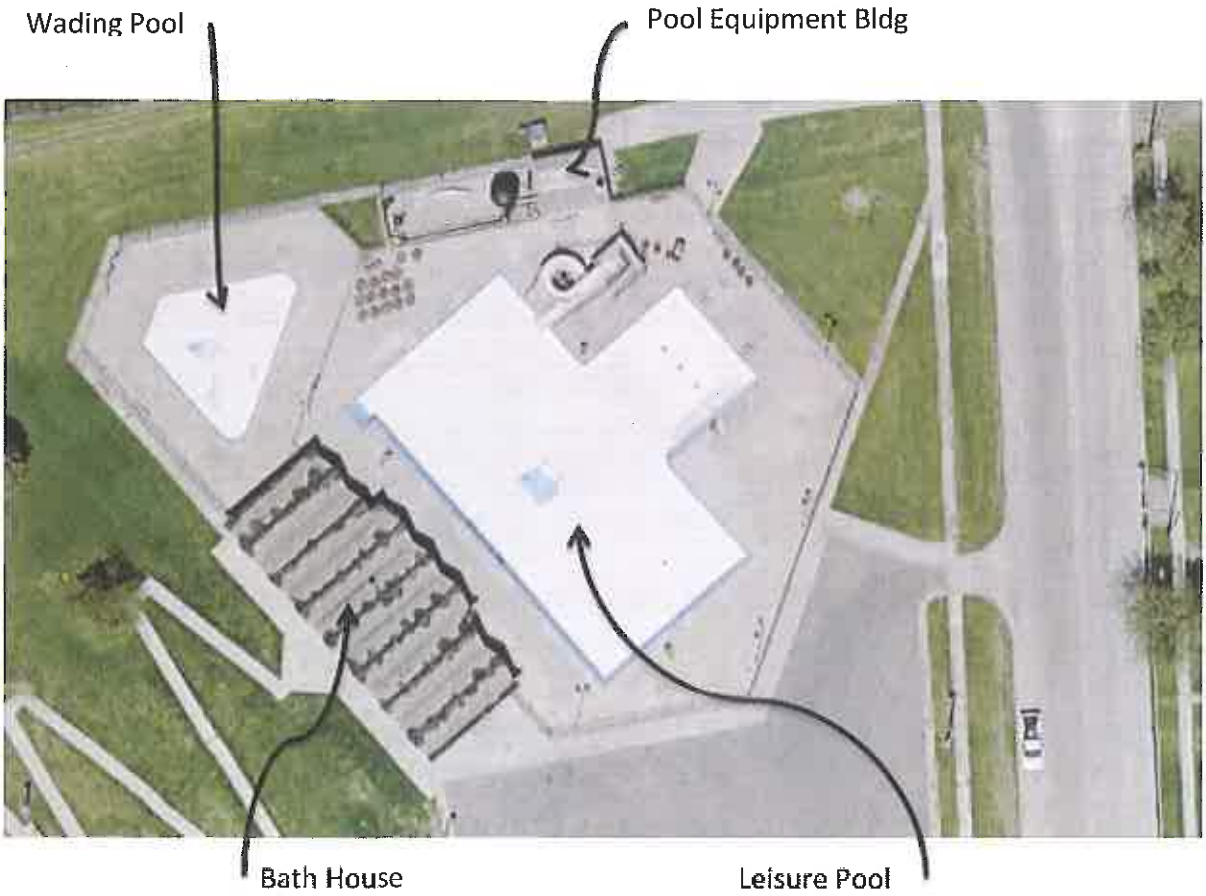
Enclosures:
East Grand Forks Pool Assessment Report

EAPC
ARCHITECTS ENGINEERS

East Grand Forks Pool Assessment

DATE	November 2011
NUMBER	20114140

Copyright: All plans, specifications, computer files, field data, notes and other documents and instruments prepared by EAPC as instruments of services shall remain the property of EAPC. EAPC shall retain all common law, statutory and other reserved rights, including the copyright thereto. Printing copies from any original document is strictly prohibited.



INDEX

- Existing Pool Summery
- Existing Pool Conditions
- Opinion of Probable Costs and Breakdown
- Photos
- Minnesota Department of Health Inspection (9/20/11)
- Water Usage Summary

Existing Pool Summary

The East Grand Forks Municipal Swimming Pool was constructed in 1962-1963, opening in June of 1963.

The swimming pool includes:

A. Leisure pool - is 8,800 sq. ft. including a 1600 sq. ft., 12' 0" diving bay with 201 meter diving boards. The leisure pool depth varies from 3'-0" to 4'-6". Pool volume is 316,000 gallons.

B. Wading pool - is 1,600 sq. ft. Its depth varies from 5" at perimeter to 12" at the center. Wading pool volume is 10,500 gallons.

C. Pool deck - is 16,400 sq. ft. with a 4'-0" cyclone fence separating the wading pool from the leisure pool. A 7"-0" cyclone fence goes around the entire deck connecting up to the bath house.

D. Bathhouse - is 3,300 sq. ft. providing boys locker rooms, girls locker rooms, reception area, staff area, and mechanical.

E. Pool equipment building is 400 sq. ft. This structure provides the water pumping system and treatment for the pool. Adjacent to the pool equipment building is the 900 sq. ft. filter tank deck.

F. Pool slide - was added in 2005. The slides deck height is 10' with an approximate 60' run landing in the north corner of the leisure pool.

Capacity Calculation:

Leisure Main Pool water = 288 patrons
Diving Pool water = 30 patrons
Deck area = 138 patrons
Total Leisure Area/Pool = 456 patrons

Wading Pool water = 101 patrons
Deck area = 53 patrons
Total Wading Area/Pool = 154 patrons

Bath House Occupants = 62 occupants

Total patrons/occupants on site 672

Existing Pool Conditions

The swimming pools, bath house, pool equipment building, and pool deck need major improvements or replacement.

The structure (body) of the leisure pool, bath house, and pool equipment building are in sound condition, therefore complete replacement is not required.

Leisure Pool, Deck, and Slide Conditions

1. Pool skimmers are cracked and in some locations loose from the pool sidewalls. [See Photo A1]

2. Pool edge caps have cracked and separated from the deck requiring sealant annually. [See Photo A2 and A3]

3. Interior surface of the pool is generally in good shape. [See Photo A4]

4. Pool deck has been removed and replaced in multiple locations for repairs. The deck does not meet the current draining requirements. [See Photo A5]

5. Steps have been repaired annually because of freeze/thaw cycles. [See Photo A6]

6. Slide structure is rusted and needs paining. [See Photo A7 and A8]

7. Deck lights are original and don't work. Electrical boxes in pool deck are a safety concern. [See Photo A9]

8. Lifeguard chairs, exit ladders and diving boards are satisfactory.

Wading Pool and Deck Conditions

1. The sidewall and deck over the sidewall are cracked at the perimeter. [See Photo A10]

2. The pool deck similar to the leisure pool deck has been removed and replaced to fix piping issues and it doesn't meet the current draining requirement. [See Photo A11]

Bath House Building Conditions

1. The original built-up roof needs to be replaced. The wood fascia and soffit needs replacement and paint. [See Photo A12 and A13]

2. The main entry door and staff door to pool are rusted and the transition at the sills deteriorated. [See Photos A14]

3. Exterior block has defaced at a few locations. [See Photo A14, A15, and A16]

4. The interior is generally in good shape. The stationary sitting benches are missing because they corroded and detached from the floor. Metal cabinet tops are a safety issue because of the sharp corners. [See Photo A17 and A18]

5. Bathroom fixtures do not meet the occupant load or ADA. Renovating the structure will require updates to the locker rooms. [See Photo A19]

Pool Equipment Building and Filter Deck

1. The original roof needs to be replaced.

2. The interior needs a clean-up and paint. All doors and frames have rusted to the point of deterioration. [See Photo A20 and A23]

3. Wading pool filter was added to separate it from the leisure pool. [See Photo A21]

4. One of the original four pressure filter tanks exist today. [See Photo A22]

5. A boiler to heat the leisure pool was added 10 years ago.

Mechanical Conditions

The entire water system including skimmers, water feeds, main drains, filtrations, treatments, heating system needs to be replaced for both pools. This includes all pumps, piping, valves, controls, and monitoring systems.

The pool deck lights, security lights, and PA sound system do not work as well.

Electrical Conditions

The bath house main electrical services and distribution panel are in poor condition and should be replaced for safety. The pool deck lights and PA sound system do not work.

Project Scope and Opinion of Probable Cost Summary

We have created two reports addressing mandatory and elective work efforts and their elective work efforts and their associated costs.

The first report, titled "Required Upgrades", lists the mandatory work required by the Minnesota Department of Health that must be completed in order to reopen the pool for the summer of 2012.

The second report, titled "Recommended Upgrades", lists the elective work that should be considered to renovated and modernize the pool facility.

Following the Cost Summary are individual work efforts and costs.

EAPC recommends that a priority list be developed by the City and EAPC staff to create a project that meets your long term goals that are within your fiscal capabilities.

Required Upgrades

1. Minnesota Department of Health Compliance Costs..... $9,000.00

Recommended Upgrades

1. Swimming Pool..... $616,070.00
2. Wading Pool..... $47250.00
3. Pump House..... $228,686.00
4. Bath House $356,135.00

Estimated Total Construction Costs $1,257,141.00

General Cost Detail

REQUIRED GENERAL CONSTRUCTION UPGRADES

The EGF Parks and Recreation Department will address and complete the General Construction items identified in the Minnesota Department of Health 9/20/11 Inspection report. Items identified in the report include:

1. Post trained operator certificate
2. Post the current license allowing the pool to operate
3. Post the pool user capacity in the pool area.
4. Secure the ladders so they are tight.
5. Repair the chemical disinfectant feeder
6. Remove logos from the pool bottom and paint with approved finish
7. Provide a stripe on the bottom and walls of the pool where the depth changes from 5 ft to 12 ft.
8. Add more 'No Diving' decals to the pool at maximum 25 ft. intervals
9. Provide a stripe on the leading edge of the stairs
10. Provide handrails on the steps in the main pool.
11. Post rules and warnings at the entrance to the flume slide.
12. Install a float line rope with buoys that define the flume slide area
13. Provide a new ladder within the new float line.

RECOMMENDED GENERAL CONSTRUCTION UPGRADES

A. Swimming Pool

1. Replace the existing skimmers with a stainless steel perimeter recirculation system. This includes removal and replacement of concrete wall and pool edge. Piping is listed separately in the Mechanical report.

   Stainless Steel Perimeter Recirculation System $188,000.00

2. The existing pool surface is cracked and most likely leaks water. We recommend installing a new PVC Pool Liner System to prevent leaking.

   PVC Pool Lining System $50,000.00

3. Main drains and piping replacement. This item is the cost to remove and replace the pool concrete and associated excavation and backfilling.

   Piping is listed under the Mechanical Report.

   Main Drain Replacement $15,300.00

4. Concrete Pool Deck Slabs

   Remove and replace concrete deck slabs. Cost to replace deck drains is listed in the Mechanical report.

   Deck Slabs $160,000.00

5. Replace Diving Boards $12,000.00

6. Signage Allowance $4,000.00

7. Replace Pool Ladders $9,000.00

8. Replace Lifeguard Chairs $2,200.00

9. Remove and Replace Sidewalk $22,400.00

10. Replace all chain link fencing with new 7 ' high fence $24,000.00

B. Wading Pool

1. Replace Main Drains. This cost is for concrete removal and replacement and associated earthwork to replace the Wading Pool Main Drains.

   Main Drain Replacement $12,500.00

2. Surface Painting of Wading Pool $3,500.00

C. Pump House

1. New Chemical Storage Room $15,000.00
2. Replace Doors $2,500.00
3. Replace Roof $5,000.00

D. Bath House

1. Reroofing $50,000.00
2. General Renovation to include $175,000.00

   A. Replace toilet/dressing compartments, benches, cabinets, countertops, doors and frames, bag racks, windows.

   B. Paint interior walls, doors, windows, varnish wood deck and beams, seal floor slabs.

   C. Replace rotted fascia and roof deck boards.

   D. New sealants/caulking.

   E. Remove existing masonry walls and replace with new masonry walls for showers and toilet areas.

Mechanical Cost Detail

REQUIRED MECHANICAL UPGRADES

A. Swimming Pool

1. Per MN Statute 144.1222 Subd. 1c: New unblockable drain covers are required at each of the 3 existing 18"x18" drains with a minimum of 144 sq.in. of surface area each. [See Photo M1]

   New Swimming Pool Unblockable Drain Covers $1,500.00

2. Per MN Statute 144.1222 Subd. 1c; and Per 4717.2580 Subp. 1,2: The flume slide pump suction intake is required to have a screen meeting the ATPSA (Anti-entrapment Act). [See Photo M2]

   New Flume Slide Suction Intake $1,000.00

B. Wading Pool

3. Per MN Statute 144.1222 Subd. 1c: A new unblockable drain cover is required at the existing 18"x18" drain with a minimum of 144 sq.in. of surface area each.

   New Wading Pool Unblockable Drain Covers $500.00

C. Pump House

4. Per 4717.2570 Subp. 4: A new flow indicator is required with a capacity of 1,500 gpm for the swimming pool recirculation near the pool pump. [See Photo M3]

   New Swimming Pool Flow Indicator $3,000.00

5. Per 4717.2570 Subp. 6: A new thermometer is required on the pool return line near the pool pump for the swimming pool. [See Photo M3]

   New Swimming Pool Thermometer $500.00

6. Per 4717.2150 Subp 2: A new a 1-1/2" RPZ-BFP is required inside the pump house near the main water service for the wading pool cold water supply. [See Photo M4]

   New Wading Pool Backflow Preventer $2,500.00

RECOMMENDED MECHANICAL UPGRADES

D. Swimming Pool

7. The original swimming pool return piping has been sleeved with smaller piping. Replace both the return and skimmer piping with new piping when gutter is replaced.

   New Swimming Pool Gutter Piping $68,920.00

8. The existing swimming pool deck drains are cracked, crooked, and many are higher than the surrounding deck itself. Replace these drains and the associated piping. This should also include replacement of the CW hose bib in the deck for wash down.

   New Swimming Pool Deck Drains and Piping $34,650.00

9. The original swimming pool main drains at the bottom of the diving bay should be reviewed and potentially replaced before any pool liner or resurfacing occurs. This will require excavation and repiping all the way back to the Pump House.

   New Swimming Pool Main Drains and Piping $25,600.00

E. Wading Pool

10. The original wading pool has only one main drain. It should have a second drain per MN Rules 4717.2580 Subp. 1E along with replacing the existing drain before any pool liner or resurfacing occurs. This will require excavation and repiping all the way back to the pump.

    New Wading Pool Main Drains and Piping $10,000.00

11. The existing wading pool does not have any skimmers. The wading pool is 1,540sf. A skimmer is required for each 400 sf. per MN Rules 4717.2595 Subp. 1. A minimum of 3 skimmers are required.

    New Wading Pool Skimmers and Piping $7,250.00

12. The existing wading pool pump is not on site at this time. Actual capacity is not known. Recommend reviewing pump capacity of insure pump can provide required 90 GPM in order to provide proper recirculation rate of one complete water change in 2 hours per MN Rules 4717.2560 Subp. 2. For purposes of this report, the pump is assumed adequate at this time.

    Review Wading Pool Pump Capacity $0.00

13. The existing wading pool pump is located outside the main pump house. Recommend locating this pump inside the pump house, space permitting.

Relocate Wading Pool Pump $5,000.00

14. The current wading pool water treatment is provided by manually dropping tablets. This lends itself to human error and potential issues with young swimmers. Recommend providing automatic water treatment for the wading pool per MN Rules 4717.2610. This could potentially be connected to the main swimming pool treatment system.

    New Wading Pool Water Treatment System $5,000.00

15. The current wading pool is not heated potentially turning away young swimmers and other family members. Recommend providing heat to the wading pool. This could potential be connected to the main swimming pool heating system.

    New Wading Pool Heat Connection $4,000.00

F. Pump House

16. The existing pool pump is inoperable and currently is offsite at a vendor waiting for refurbishment direction. It is understood that approximately $10,000 in refurbishment cost is required in order to repair the old pump. Original drawings indicate this pump to be 25HP, 942 GPM, 220v/3ph. A new pump(s) would be more efficient. New VFD(s) could also be provided to provide a soft start and reduce the electrical demand charges. This work would require substantial repiping in the pump house. [See Photo M3]

    New Swimming Pool Pump(s) $65,000.00

17. The original swimming pool filtration system consisted of 4 large filters with a total capacity of 942 GPM. Currently, only 1 of these filters exists. This leaves the current filtration capacity of 235 GPM. 900 GPM is required per MN Rules 4717.2560 Subp. 1 and 4717.2850. Three exterior fiberglass filters could be provided in the same location as the original filters. Replace existing filter with new fiberglass sand filled filters and repipe. [See Photo M5]

    New Swimming Pool Filtration System $51,000.00

18. The original swimming pool chemical treatment system consists of high pressure chlorine gas. This method is dangerous and obsolete. A simpler means of using liquid chlorine and Acid feeder systems is now much more common and used successfully in other local pools. This would consist of poly tanks, automatic sensors and chemical feeder pumps. Recommend replacing the chemical treatment system with one per MN Rules 4717.2610 and 4717.2650. This system could potentially also serve the wading pool. [See Photo M6]

    New Chemical Treatment System $15,000.00

19. The existing 80% efficient pool heater appears to still be operational despite being approximately 20 years old. If substantial renovations occur, it is recommended to replace this with a new heater that could be more efficient. [See Photo M4]

    New Pool Heater $46,600.00

20. The existing 4" domestic cold water service is cast iron. If substantial renovations occur, recommend replacing the line to avoid potential water issues. [See Photo M4]

    New 4" Domestic Water Service $25,000.00

G. Bath House

21. The existing bath house fixtures are old. If substantial renovations occur, recommend replacing all the fixtures and provide proper amount of fixtures and ADA fixtures per MN Rules 4717.3650. At this same time the domestic water heating system could also be upgraded. [See Photo M7 and M8]

    New Bathhouse Plumbing Fixtures $75,250.00

Electrical Cost Detail

REQUIRED ELECTRICAL UPGRADES

There were no electrical deficiencies noted in the Minnesota Department of Health September 20, 2011 public pool and spa inspection report. There will be some electrical associated with the mechanical work cited. This work should be minimal and will be included in the mechanical estimates.

Although no electrical work is required, there are a number of items that should be considered. Some of the existing electrical equipment was part of the original construction and is obsolete. Some of the equipment is not energy efficient.

Suggested changes are as follows:

RECOMMENDED ELECTRICAL UPGRADES

A. Bath House

1. Replace the existing electrical service and panel. The existing main disconnect, wire way, security lighting disconnect and time clock are old, obsolete, and rusty. This is the original equipment installed in 1963.

   Provide New Electrical Service Estimate $14,100.00

2. Replace the existing bath house lights. The existing lights use T12 fluorescent lamps, which are not energy efficient. These lamps are obsolete and will not be available much longer. The new T8 and T5 fluorescent lamps provide more lumens per watt and have a longer lamp life. Thus, lowering maintenance and energy costs. The existing fixtures are 4'-0" two fluorescent lamp strip lights with metal housings. Plastic tubes have been installed over the lamps to meet code. These tubes shorten lamp life.

   Replace the existing light fixtures with new 4'-0" fixtures with impact resistant fiber glass housing, impact resistant acrylic lens and energy efficient T8 fluorescent lamps. Replace on a one-for-one basis.

   Provide New Light Fixtures in Bath House $11,825.00

3. Replace the existing sound system. The existing system is old, obsolete, and does not work properly. Replace the main console, amplifier, remote station speaker, microphone jacks and cabling.

   Provide New Sound System $8,360.00

4. Replace the existing 250 watt mercury vapor light fixtures with new 250 watt metal halide fixture. New fixtures are more efficient and have a longer lamp life. [See Photo E-2]

   Repaint existing poles.

   Provide New Exterior Post Top Light Fixtures.....$21,600.00

B. Pump House

5. Existing electrical service is a little rusty but in good working order. No replacement is required.

6. Replace the 6 incandescent vapor tight light fixtures with new energy efficient compact fluorescent vapor tight fixtures.

   Provide New Lighting.....$3,036.00

7. Replace the 10'-0" baseboard electric heater with self contained thermostat. The existing heater is rusted beyond repair.

   Replace Baseboard Heater.....$550.00

A1 - LEISURE POOL SKIMMER

A2 - LEISURE POOL EDGE AND DECK

A3 - LEISURE POOL EDGE AT DECK

A4 – LEISURE POOL INTERIOR

A5 – LEISURE POOL DECK

A6 – LEISURE POOL STEPS

A7 – SLIDE STRUCTURE

A8 – SLIDE STRUCTURE

A9 – DECK LIGHT BASE AND WIRING BOX

A10 – WADING POOL DECK

A11 – WADING POOL SIDEWALL

A12 – BATH HOUSE ROOF

A13 – BATH HOUSE SOFFIT

A14 – BATH HOUSE EXTERIOR DOOR (POOL SIDE)

A15 – BATH HOUSE MASONRY

A16 – BATH HOUSE MASONY

A17 – GIRLS LOCKER ROOM

A18 – BOYS LOCKER ROOM

A19 – BOYS LOCKER ROOM FIXTURES

A20 – POOL EQUIPMENT BUILDING INTERIOR

A21 – WADING POOL FILTER

A22 – PRESSURE FILTER

A23 – POOL EQUIPMENT BUILDING EXTERIOR DOOR

M1 - SWIMMING POOL MAIN DRAIN

M2 - FLUME SLIDE SUCTION INLET

M3 – SWIMMING POOL RECIRCULATION PIPING

M4 – DOMESTIC WATER SERVICE / POOL HEATER

M5 – SWIMMING POOL FILTRATION

M6 – CHEMICAL TREATMENT ROOM

M7 – BATHHOUSE LAVATORIES

M8 – BATHHOUSE COMMON URINAL TANK

E1- BATHHOUSE MAIN ELECTRICAL DISTRIBUTION SYSTEM

E2- BATHHOUSE CIRCUIT BREAKER PANEL

Minnesota Department of Health
Division of Environmental Health, EHS
P.O. Box 64975
St. Paul, MN 55164-0975
651-201-4500

Type: Follow-Up
Date: *09/20/11*
Time: 12:45:35
Report: 8017111005

Public Pool and Spa Inspection Report

Location:
City of East Grand Forks
919 5th Avenue NW
East Grand Forks, MN56721
Polk County, 60

Establishment Info:
ID #: 0025125
Risk: High
Announced Inspection: No

License Categories:
FBLB, FBSW, FSWE

Expires on: 12/31/11

Operator:
East Grand Forks Park & Rec

Phone #: 2187796611
ID #: 16032

The violations listed in this report include any previously issued orders and deficiencies identified during this inspection. Compliance dates are shown for each item.

The following orders previously issued on 08/17/11 have NOT been corrected.

2. POOL OPERATION AND MAINTENANCE; OPERATOR TRAINING

02A3

4717.0650 Subp. 5. Post a copy of the trained operator's training certificate at the facility whenever the public pool is open for use.

Issued on: 08/17/11 *Comply By: 08/17/11* OK

2. POOL OPERATION AND MAINTENANCE; OPERATOR TRAINING

02A7

MN Statute 157.16 Subd. 4. Post in a conspicuous place at the swimming pool, your license to operate the public pool.

Issued on: 08/17/11 *Comply By: 08/17/11* OK

5. POOL FACILITY CAPACITY

05A1

4717.1350 Subp. 1. Post the pool user capacity in the pool area. The pool capacity must be determined as specified in part 4717.1350 subp. 2 items A-D.

In both the wading and the swimming pool.

Issued on: 08/17/11 *Comply By: 08/17/11* OK

15. RECIRCULATION SYSTEM, RATE, EQUIPMENT

15C4

4717.2570 Subp. 4. Provide a rate-of-flow indicator, reading in gallons per minute, on the pool return line. The indicator must be accurate, easy to read, and capable of measuring at least 1-1/2 times the designed flow rate.

In both the wading and swimming pool.

Issued on: 08/17/11 *Comply By: 08/17/11*

18. DISINFECTANT AND CHEMICAL FEEDERS, CHEMICAL HANDLING EQUIPMENT

18A2

4717.2610 Repair the chemical disinfectant feeder so that it functions properly.

LEAKING CHLORINE FEEDER FOR THE BABY POOL. REPAIR IT SO THAT IT FUNCTIONS PROPERLY.

Issued on: 08/17/11 *Comply By: 08/17/11* OK

24. STEPS, LADDERS, HANDHOLDS, AND HANDRAILS

24C2

4717.3250 Subp. 3. Reinstall the ladder so that it is rigid and provides a secure handhold.

THE LADDERS WERE LOOSE. REINSTALL THEM SO THAT THEY ARE SECURE.

Issued on: 08/17/11 *Comply By: 08/17/11* OK

The following orders were issued during this inspection.

11. WATER SUPPLY

11B1

4717.2150 Subp. 2. Provide a proper air gap or an approved backflow prevention device on the water supply to the pool.

PROVIDE A PROPER AIR GAP OR AN APPROVED BACKFLOW PREVENTION DEVICE ON THE WATER SUPPLY LINE TO THE WADING POOL.

Comply By: 04/21/12

13. POOL STRUCTURE

13A1

4717.2350 Provide an approved pool basin finish which is of a white or light colored material, non-toxic to humans, smooth, easily cleanable and void of cracks.

REMOVE ALL LOGOS FROM THE BOTTOMS OF THE POOLS AND PROVIDE AN APPROVED POOL BASIN FINISH.

Comply By: 04/21/12

14. MARKINGS AND LINES

14B1

4717.2450 Subp. 2. Provide a stripe of dark, contrasting color at least six inches wide on the bottom and walls of the pool where a transition to a steeper bottom slope occurs.

PROVIDE A STRIPE ON THE BOTTOM AND WALLS OF THE POOL WHERE THE POOL GOES FROM 5 FT TO 12 FT.

Comply By: 04/21/12

14. MARKINGS AND LINES

14C1

4717.2450 Subp. 3, items A and B. Pools and sections of pools that do not permit diving must have:
A. the words "No Diving" in letters at least four inches high, and of a color contrasting with the background on the pool deck and spaced not more than 25 foot intervals; or
B. the universal no diving symbol at least four inches high accompanied by the words "No Diving" in letters not less than one-half inch high and of a color contrasting with the background on the pool deck and spaced not more than 25 foot intervals.

ADD MORE "NO DIVING" TO THE POOL DECK SO THAT THERE IS NO MORE THAN 25 FOOT INTERVALS BETWEEN "NO DIVING".

Comply By: 04/21/12

14. MARKINGS AND LINES

14D1

4717.2450 Subp. 4. Provide a stripe of dark, contrasting color between one-half inch and two inches in width on the leading edge of the stairs entering the pool.

PROVIDE A STRIPE ON THE LEADING EDGE OF THE STAIRS.

Comply By: 04/21/12

15. RECIRCULATION SYSTEM, RATE, EQUIPMENT

15D1

4717.2570 Subp. 6. Provide a fixed thermometer in the recirculation line returning to the pool.

Comply By: 04/21/12

16. INLETS AND OUTLETS

16A1

4717.2580 Subp. 1, 2. Provide inlets and outlets that are designed and installed as specified in part 4717.2580.

PROVIDE A SUCTION OUTLET ON THE FLUME SLIDE THAT COMPLIES WITH THE ABIGAIL TAYLOR POOL SAFTEY ACT (ATPSA). (SEE GENERAL COMMENT SECTION FOR MORE INFORMATION). THE FLUME WAS ADDED IN 2005 WITHOUT PLAN REVIEW TO OUR DEPARTMENT WHICH IS A VIOLATION OF MN RU

Comply By: 03/21/12

16. INLETS AND OUTLETS

16B1

MN Statute 144.1222, subd. 1c. Beginning January 1, 2009, for all pools with the deepest water 4 feet or less, provide:
(1) an unblockable suction outlet or drain;
(2) at least two suction outlets, connected in parallel with suction outlet covers that meet ASME/ANSI standards; or
(3) a gravity outlet or drain

IN THE WADING POOL.

Comply By: 04/21/12

16. INLETS AND OUTLETS

16C1

MN Statute 144.1222, subd. 1c. Beginning January 1, 2011, for all public pools greater than four feet deep, provide:
(1) an unblockable suction outlet or drain;
(2) at least two suction outlets, connected in parallel with suction outlet covers that meet ASME/ANASI standards;
(3) a gravity outlet or drain; or
(4) any other system determined by the commissioner to be equally effective as, or better than, the systems listed in this paragraph at preventing or eliminating the risk of injury or death associated with pool drainage systems.

IN THE SWIMMING POOL

Comply By: 04/21/12

24. STEPS, LADDERS, HANDHOLDS, AND HANDRAILS

24A1

4717.3250 Steps, ladders, handholds, and handrails must be provided and maintained as specified in part 4717.3250.

PROVIDE HANDRAILS ON THE STEPS IN THE SWIMMING POOL.

Comply By: 04/21/12

32. FLUME WATER SLIDES

32B1

4717.3875 Subp. 11. Post the following rules and warnings at the entrance to each flume slide:
a.) Do not use this slide while under the influence of alcohol or drugs;
b.)Follow the instructions of the flume attendant;
c.) No running, standing, kneeling, rotating, tumbling, or stopping in the flume;
d.) Only one person at a time;
e.) Keep your hands inside the flume;
f.) No diving from the flume; and
g.) Leave the flume pool promptly after entering.

Comply By: 04/21/12

Pool Details and Calculations

16A1: (1) AN UNBLOCKABLE SUCTION OUTLET OR DRAIN,
(2) AT LEAST TWO SUCTION OUTLETS, CONNECTED IN PARALLEL WITH SUCTION OUTLET COVERS THAT MEET ASME/ANSI STANDARDS; OR
(3) A GRAVITY OUTLET OR DRAIN

When the flume is in use, at least one attendant must be continuously present, observing the flume and controlling its use.

A flume must discharge to a dedicated plunge pool or dedicated area of a pool with a separate ladder or stairs.

a. The operating water depth of the pool at the end of the flume must be no less than 3 feet and no more than 3 feet 6 inches.
b. The depth specified in above Item a must be maintained in front of the flume's discharge point for a distance of at least 10 feet.
c. Steps with handrails or a ladder must be provided at the exit from the pool.
The dedicated plunge area can be formed using float lines. The ladder needs to be within the float line.

Subpart 1. Plan submission and review. No public pool shall be constructed, installed, or materially altered until complete plans and specifications are submitted to the commissioner in duplicate and approved by the commissioner.

This includes slides and play features.

The pool is not to be opened until the proper suction outlets (drain covers) are in place (main pool, flume slide, and wading pool). Before doing any alteration to the pool, submit plan review paperwork.

An spring inspection must be conducted prior to opening.

NOTE: Plans and specifications must be submitted for review and approval prior to new construction, remodeling or alterations to the premises or its facilities.

I acknowledge receipt of the Minnesota Department of Health inspection report number 8017111005 of 09/20/11.

Certified Trained Operator: _____

Certification Number: _____ Expires: / / _____ Since: / / _____

Signed: Sent by mail
Establishment Representative

Signed: _____
Natalie Oslund
Environmental Health Specialist
Fergus Falls
218-332-5188
Natalie.Oslund@state.mn.us

Water Usage Summary

EAPC reviewed the water consumption for the swimming pool and bathhouse at the EGF Swimming Pool Complex. When reviewing the consumption, we utilized the months of June, July and August since they were the only months that indicated significant water usage. The data provided to EAPC was for the years of 2009, 2010 and 2011.

When analyzing the data, it became apparent that the swimming pool water usage increased 23% in 2010 and 21% in 2011. Typically, water usage by a pool is not greatly affected by patron usage. It is typically attributed to the general operation of a pool. This leads us to believe that water is escaping the system.

The water usage increase for the bathhouse was 2% for 2010 and 14% for 2011. The increase in water usage for the bathhouse has been less consistent and could be attributed to patron usage.

Usage:

2009 Pool

June	600000 *
July	364300
August	532500
Total	1496800 gallons

2009 Bathhouse

June	11000
July	20000
August	17000
Total	48000 gallons

2010 Pool

June	533000
July	572300
August	748900
Total	1854200 gallons

2010 Bathhouse

June	11000
July	22000
August	16000
Total	49000 gallons

2011 Pool

June	877300
July	666300
August	710100
Total	2253700 gallons

2011 Bathhouse

June	14000
July	23000
August	19000
Total	56000 gallons

* Estimate from City - Meter was broke/replaced

RESOLUTION NO. 11 - 12 - XX

RESOLUTION ADJUSTING THE SEWAGE (WASTEWATER) RATES

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

WHEREAS, the last time the City Council of the City of East Grand Forks adjusted the sewage rates was in January 1,2009 and eliminated the commercial usage break on January 1, 2010 ; and

WHEREAS, the City Council of the City of East Grand Forks, has discussed wastewater improvements and in preparation for future wastewater projects;

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota that the following monthly sewage rates/adjustments as per the _____, 2011 minutes are hereby adopted and ordered implemented January 1, 2011:

1. Adjust the Meter Capacity Base Rate to $15
2. Adjust the Apartment unit rate to $15

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: _____

Attest:

_____ _____

City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this ____ of _____, 2011.

_____

Mayor

RESOLUTION NO. 11 - 12 - XX

RESOLUTION ADJUSTING THE SEWAGE (WASTEWATER) RATES

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

WHEREAS, the last time the City Council of the City of East Grand Forks adjusted the sewage rates was in January 1,2009 and eliminated the commercial usage break on January 1, 2010 ; and

WHEREAS, the City Council of the City of East Grand Forks, has discussed wastewater improvements and in preparation for future wastewater projects;

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota that the following monthly sewage rates/adjustments as per the _____, 2011 minutes are hereby adopted and ordered implemented January 1, 2011:

1. Adjust the Residential Usage Charge to 75% of water rate.
2. Commercial rate would stay at the current rate of 75%.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: _____

Attest:

_____ _____

City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this ____ of _____, 2011.

_____

Mayor

Request for Council Action

Date: 11/16/11

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

Cc: File

From: John Wachter

RE: Wastewater Operator

Background and supporting documentation of request:

I need to fill the Wastewater Operator position at this time. Mr. John Grenier, one of the current wastewater operators, will be retiring from city service on December 31, 2011 after 35 years of service.

I will do a two week internal posting first, followed by public posting if needed.

In the case that position is filled internally, I would like to fill the corresponding position as well.

Recommendation: Approve the posting and filling for the Wastewater Operator position.

Request for Council Action

Date: November 15, 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: Rubber tile for VFW and Civic Center

Background:
We have two bids for rubber tile in both arenas. I have enclosed the one from Becker Arena Products, Inc., which is the less expensive one. The VFW arena bid is for the the tiles in the lobby, locker rooms and coming into the arena. The bid for the Civic Center is for the concession lobby, the inside of the arena and form the door under the east wing to the stairs. The total price for the would be $19,645.35 for the 10% Blue or Grey and $20, 124.35 for 10% color tiles. If you did them separate the VFW would cost $12,500.29 for the 10% blue/grey and $13,140.20 for the 10% color tiles. The Civic Center would cost $7,154.06 for 10% blue/grey and $7,554.06 for the color tile.

Recommendation: It is my recommendation to go with the green tile for $20,124.35.

Enclosures: The bids from Becker.

Becker Arena Products, Inc.
Sports Facility Supplies & Equipment
6611 West Hwy 13, Savage, MN 55378
800-234-5522 • Fax 952.890.2680 • www.beckerarena.com

BUDGET QUOTATION

Mr. Gary Hadden
VFW Arena – East Grand Forks
PO Box 321
East Grand Forks, MN 56721

October 21, 2011

Dear Mr. Hadden,

Per your recent request, below please find budget pricing for the Everlast Rubber flooring available from Becker Arena Products. We have priced this project as a supply only of new materials per the information you have provided us with.

EVERLAST RUBBER FLOORING

Becker Arena Products to supply only approximately 4,500 SQFT of Everlast 8mm x 48" x custom length rolls with 10% color fleck, all required adhesive and freight to East Grand Forks, MN.

Option #1 – 10% Blue or Grey Color Fleck	**$ 8,055.00**
Option #2 – All other 10% Color Fleck Options	**$ 8,640.00**
All required adhesive for 4,500 SQFT	**$ 1,884.00**
Estimated Freight for 4,500 SQFT plus adhesive shipping to East Grand Forks	**$ 1,890.00**

671.29

The above prices do not include any taxes installation or permit fees that may be required. All applicable taxes and fees are the responsibility of the purchaser.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

Becker Arena Products, Inc.
Sports Facility Supplies & Equipment
6611 West Hwy 13, Savage, MN 55378
800-234-5522 • Fax 952.890.2680 • www.beckerarena.com

BUDGET QUOTATION

Mr. Dave Aker
East Grand Forks Civic Center
PO Box 373
East Grand Forks, MN 56721

November 11, 2011

Dear Mr. Aker,

Per your recent request, below please find budget pricing for the Everlast Rubber flooring available from Becker Arena Products. We have priced this project as a supply only of new materials per the information you have provided us with.

EVERLAST RUBBER FLOORING

Becker Arena Products to supply only approximately 2,500 SQFT (includes overage) of Everlast 8mm x 48" x custom length rolls with 10% color fleck, all required adhesive and freight to East Grand Forks, MN.

Option #1 – 10% Blue or Grey Color Fleck	**$ 4,475.00**
Option #2 – All other 10% Color Fleck Options	**$ 4,800.00**
All required adhesive for 2,500 SQFT	**$ 1,099.00**
Estimated Freight for 2,500 SQFT plus adhesive shipping to East Grand Forks	**$ 1,278.00**

TAX: $302.06

The above prices do not include any taxes installation or permit fees that may be required. All applicable taxes and fees are the responsibility of the purchaser.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

CITY OF EAST GRAND FORKS, MN

I. PURPOSE AND NEED FOR POLICY

It is the policy of the City of East Grand Forks to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the City of East Grand Forks and conforming to all state and local statutes governing the investment of public funds. The purpose of this Policy is to develop an overall program for cash investments, designed and managed with a high degree of professionalism, worthy of the public trust; to establish that elected and appointed officials and employees are custodians of a portfolio which shall be subject to public review; to establish cash investment objectives, delegation of authority, standards of prudence, internal controls, authorized investments, selection process for investments, and broker representations.

II. SCOPE

This Policy applies to the investment and deposit of all funds of the City of East Grand Forks.

A. Pooling of Funds

Except for cash in certain restricted and special funds, the City of East Grand Forks will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. OBJECTIVE

At all times, investments of the City of East Grand Forks shall be in accordance with Minnesota Statutes Chapter 118A and amendments thereto. The primary objectives of the City of East Grand Forks's investment activities shall be in the following order of priority:

A. Safety

Safety of principal is the foremost objective of the investment portfolio. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk, interest rate risk, and custodial risk.

Credit Risk: Credit Risk is the risk of loss due to failure of the security issuer or backer. Thus, designated depositories shall have insurance through the FDIC (Federal Insurance) or the SIPC (Securities Investor Protection Corporation). To ensure safety, it is the policy of the City of East Grand Forks that when considering an investment, all depositories under consideration be cross-checked against existing investments to make certain that funds in excess of insurance limits are not made in the same institution unless collateralized as outlined below. Furthermore, the City of East Grand Forks Council will approve all financial institutions, brokers, and advisers with which the City of East Grand Forks will do business.

Interest Rate Risk: Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The City of East Grand Forks will minimize Interest Rate Risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Custodial Risk: The City of East Grand Forks will minimize deposit Custodial Risk, which is the risk of loss due to failure of the depository bank (or credit union), by obtaining collateral or bond for all uninsured amounts on deposit, and by obtaining necessary documentation to show compliance with state law and a perfected security interest under federal law.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet projected disbursement requirements. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Generally, investments shall have "laddered" maturities so that money becomes available on a regular schedule. Liquid funds will allow the City of East Grand Forks to meet possible cash emergencies without being penalized on investments.

C. Yield

The investment portfolio shall be designed to manage the funds to maximize returns consistent with items A and B above and within the requirements set forth in this Policy. Subject to the requirements of the above objectives, it is the policy of the City of East Grand Forks to offer financial institutions and companies within the City of East Grand Forks the opportunity to bid on investments; however, the City of East Grand Forks will seek the best investment yields.

IV. DELEGATION OF AUTHORITY

Responsibility for the investment program is hereby delegated from the City of East Grand Forks Council to the City Administrator/Clerk. Authority to conduct actual investment transactions may be delegated to the Finance Director, who shall act in accordance with procedures as established with this investment policy. The authorized individuals, when acting in accordance with this Policy and exercising due diligence, shall not be held responsible for losses, provided that the losses are reported immediately and that appropriate action is taken to control further losses.

V. PRUDENCE

The standard of prudence to be used by investment officials shall be the "prudent investor", and shall be applied in the context of managing the investments. All investment transactions shall be made in good faith with the degree of judgment and care, under the circumstances, that a person of prudence, discretion and intelligence would exercise in the management of their own affairs. This standard of prudence shall mean not for speculation, and with consideration of the probable safety of the capital as well as the probable investment return derived from assets.

VI. INTERNAL CONTROLS

Internal controls are designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. Before the City of East Grand Forks invests any surplus funds, competitive quotations shall be obtained. Written quotations from local financial institutions shall be obtained via fax, email or other form of written documentation, with all of them receiving the exact same rate request. Verbal quotations shall be received from all other brokers, along with a subsequent confirmation. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, quotations will be requested for instruments that meet the maturity requirement. If no specific maturity is required, a yield analysis will be conducted to determine which maturities would be most advantageous. Quotations will be requested from financial institutions for various options with regard to term and investment type. The City of East Grand Forks will accept the quotation, which provides the highest rate of return within the maturity required and within the limits of this Policy.

The (*Clerk/Treasurer/Administrator*) will report periodically to the City of East Grand Forks Council on the total of all funds invested and the total interest received on all securities year to date.

VII. AUTHORIZED INVESTMENTS AND COLLATERALIZATION

All City of East Grand Forks investments and deposits shall be those allowable by Minnesota Statutes Chapter 118A and amendments thereto. In accordance with MN Statutes 118A, collateralization will be required on all demand deposit accounts, including checking, savings, and money market accounts, and non-negotiable certificates of deposit in excess of federal deposit insurance.

State law defines the types of securities that a financial institution may pledge as collateral for public deposits. These securities include:

- United States Treasury Issues
- Issues of US Government Agencies and Instrumentalities

- Obligations of State and Local Governments
- Time Deposits (Certificates of Deposits fully insured by the federal deposit insurance company or federal agency).

Since the amount a public entity has on deposit will vary from time to time, the financial institution needs sufficient amounts of pledged collateral to cover 110% of the uninsured amount on deposit during peak deposit times.

VIII. DIVERSIFICATION

The City of East Grand Forks will attempt to diversify its investments according to type and maturity. The portfolio, as much as possible, will contain both short-term and long-term investments. The City of East Grand Forks will attempt to match its investments with anticipated cash flow requirements. Extended maturities may be utilized to take advantage of higher yields.

IX. CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. For further details, please refer to the City of East Grand Forks's policies and ordinances.

X. BROKER REPRESENTATIONS

Municipalities must obtain from their brokers certain representations regarding future investments. Pursuant to Minnesota Statutes 118A, the City of East Grand Forks shall provide each broker with the City of East Grand Forks' investment policy, and the securities broker shall submit a certification annually to the City of East Grand Forks stating that the officer has reviewed the investment policies and objectives, as well as applicable state law, and agrees to disclose potential conflicts of interest or risk to public funds that might arise out of business transactions between the firm and the City of East Grand Forks. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the City of East Grand Forks' funds.

ADOPTED _____

ADDENDUM

Local Considerations

The City of East Grand Forks seeks to promote local economic development through various programs and activities. Where possible, funds may be invested for the betterment of the local economy or that of local entities within the State. The City of East Grand Forks may accept a proposal from an eligible institution which provides for a reduced rate of interest provided that such institution documents the use of deposited funds for community development projects. The government's governing board recognizes that this might diminish short-term investment yields by xx basis points (.xx percent) in exchange for potential expansion of the tax base.

CITY OF EAST GRAND FORKS, MN

FUND BALANCE POLICY

Adopted Month XX, 20XX

I. PURPOSE

The City understands it has a responsibility to maintain prudent financial operations to ensure stable city operations for the benefit of city residents and businesses. Fund balance reserves are an important component in ensuring the overall financial health of a community, by giving the City cushion to meet contingency or cash-flow timing needs. The Office of the State Auditor recommends that at year-end, local governments maintain an unassigned fund balance in their general fund and special revenue funds of approximately 35 to 50% of fund operating revenues, or no less than five months of operating expenditures. While the bond rating agencies do not have recommended fund balance levels, the agencies look favorably on larger fund balances, which protect against contingencies and cash flow needs.

The purpose of this policy is to also establish specific guidelines the City of East Grand Forks will use to classify fund balances into a categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in these funds can be spent.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Nonspendable

- This category includes fund balance that cannot be spent because it is either (i) not in spendable form or (ii) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (i) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (ii) imposed by law through constitutional provisions or enabling legislation.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.

- The City's highest level of decision making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by

resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.

- To remove the constraint on specified use of committed resources the City Council shall pass a resolution

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance in the General fund includes amounts that are intended to be used for specific purposes.

- The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the **Finance Director.**

5. Unassigned

- Unassigned fund balance represents the residual classification for the General fund. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the General fund. The General fund should be the only fund that reports a positive unassigned fund balance amount.

The City will maintain an unrestricted fund balance in the General fund of an amount not less than 20% of the next year's budgeted expenditures of the General fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids are received in the second half of the City's fiscal year.

i. If spending unrestricted fund balance in designated circumstances has reduced unrestricted fund balance to a point below the minimum targeted level, as noted above, the replenishment will be within five years.

III. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

IV. MONITORING AND REPORTING

The **City Administrator** and **Finance Director** shall annually prepare the status of fund balances in relation to this policy and present to the City Council in conjunction with the development of the annual budget.

When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order; 1.) committed 2.) assigned and 3.) unassigned.

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General fund.

Request for Council Action

Date: November 17, 2011

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

Cc: File

From: Scott Huizenga, City Administrator

RE: 2012 Final Budget

I have attached several documents for the final recommendation for the 2012 Budget. The final recommendation includes changes to the preliminary budget as discussed at the last work session. The proposed final budget for the General Fund is balanced with $8,611,658 in revenues and $8,607,996 in expenditures. The primary changes from the Preliminary Budget include the following.

Change Description	**Amount**
Revenue: Holding the property tax levy flat:	$145,980
Maintenance at the swimming pool:	$40,000
Finalizing the Civic Center Loan Repayment:	($75,000)
Transferring Engineering Expenses from State Aid to the General Fund	$30,000
Transferring ICON Payment Management from State Aid to the General Fund	$50,000
Adding Debt Service for a new Fire Fighting Aerial Truck:	$50,000
Consolidating the Library and Senior Center funds into the General Fund	

These modifications change the overall surplus from a preliminary level of $221,092 to $3,662. The budget remains balanced without a levy increase. Many property owners will see an increase on next year's tax returns despite the City "holding the line" due to changes by the State of Minnesota to the Market Value Homestead Credit (MVHC) program.

The 2012 Budget also includes proposed fee increases of $0.75 per month for both the Street Lighting utility and the Storm Water Utility. There is also a council proposal to increase waste water rates to initiate a fund balance reserve for a future waste water treatment construction.

Recommendation:
Approve the final budget as presented with no levy increase and the final inclusion of fire truck debt service.

Attachments:

General Fund Summary
General Fund Detail
Proposed Changes
House Research MVHC Analysis
Five-Year Capital Improvements Plan

CITY OF EAST GRAND FORKS, MINNESOTA
GENERAL FUND
REVENUE AND EXPENDITURE SUMMARY

	Actual 2009	Actual 2010	Budget 2011	Budget 2012	CHANGE OVER 2011 BUDGET AMOUNT	%
REVENUES/SOURCES						
Property Tax Levy*	$ 2,092,423	$2,182,799	$2,919,602	$2,919,602	$ 0	0.0%
Franchise & Other Taxes	1,385,638	1,377,923	1,384,500	1,373,700	(10,800)	-0.8%
Licenses & Permits	113,350	122,642	98,250	110,525	12,275	12.5%
Intergovernmental	3,585,191	3,158,917	2,545,336	2,785,238	239,902	9.4%
Charges for Services	676,253	684,461	875,263	947,293	72,030	8.2%
Fines & Forfeits	151,845	119,522	137,300	136,300	(1,000)	-0.7%
Other Revenues	134,015	139,455	53,200	73,000	19,800	37.2%
Other Financing Sources	186,467	340,640	220,000	266,000	46,000	20.9%
Total Revenues/Other Sources	$ 8,325,183	$8,126,359	$8,233,451	$8,611,658	$ 378,207	4.6%
Reserved Used/Excess						
Total Available Resources	$ 8,325,183	$8,126,359	$8,233,451	$8,611,658	$ 378,207	4.6%
EXPENDITURES/USES						
Current:						
General Government	$ 877,116	$ 839,360	$ 897,689	$ 931,535	$ 33,846	3.8%
Public Safety	3,313,255	3,248,858	3,223,018	3,327,507	104,489	3.2%
Public Works	1,200,054	1,324,513	1,193,843	1,374,018	180,175	15.1%
Recreation & Culture	1,256,458	1,314,422	1,328,640	1,311,309	(17,331)	-1.3%
Community Development	56,113	49,440	60,000	60,000	-	0.0%
Library	-	-	-	409,764	409,764	-
Senior Center	-	-	-	103,325	103,325	-
Other Expenditures	251,187	287,772	256,070	245,670	(10,400)	-4.1%
Capital Outlay						
General Government	-	2,292	1,000	-	(1,000)	-100.0%
Public Safety	139,950	51,665	75,000	125,000	50,000	66.7%
Public Works	208,501	211,295	260,000	315,000	55,000	21.2%
Recreation & Culture	50,818	19,049	102,000	90,000	(12,000)	-11.8%
Other Expenditures	74,661	139,248	35,000	50,000	15,000	42.9%
Debt Service						
Other Financing Uses	734,375	777,272	741,194	264,868	(476,326)	-64.3%
Total Expenditures/Other Uses	$ 8,162,488	$8,265,187	$8,173,451	$8,607,996	$ 434,542	5.3%
Revenues/Sources Over (Under) Expenditures/Uses	$ 162,694	$ (138,828)	$ 60,000	$ 3,662	$ (56,334)	

2012 Budget changes

GENERAL FUND

PROGRAM	ACCOUNT NUMBER	PRELIMINARY BUDGET	CHANGE	PROPOSED FIN BUDGET
REVENUE				
	Hold Levy	3,065,582	(145,980)	2,919,602
Transfers In-Library	101-39-000-39206	0	25,000	25,000
	Transfer Fund Balance-Revenue			
	Library Revenue		19,700	19,700
Transfers In-Sen Ctr	101-39-000-39207	0	20,000	5,000
	Transfer Fund Balance-Revenue			
	Senior Center Revenue		16,550	16,550
	TOTAL CHANGE IN REVENUE		**(64,730)**	
EXPENSES				
Police	101-42-100-42400	5,000	(350)	4,650
	101-42-100-43200	15,000	350	15,350
	(moved for cell phones)			
Swimming Pool	101-45-124-45300	0	40,000	40,000
	Improvements/Repairs			
Civic Center	101-49-300-47210	120,000	(75,000)	45,000
Tax Levy Debt	101-49-300-47210	28,636	5,057	33,693
Library	211-45-502-42100	28,000	10,000	38,000
	ebooks			
City Engineer	101-43-121-43360	30,000	30,000	60,000
	Transfer from State Aid Maintenance			
Streets	101-43-120-44000	0	50,000	50,000
Professional Serv-ICON	Transfer from State Aid Maintenance			

PROGRAM	ACCOUNT NUMBER	PRELIMINARY BUDGET	CHANGE	PROPOSED FI BUDGET
Equipment	101-43-126-44190	91,740	(12,240)	79,500
	Payment for Street Sweeper			
Transfers Out-Library	101-49-300-47270	365,064	(365,064)	0
Library in GF	Various Gen Fund Exp/Rev Accts		399,764	399,764
Transfers Out-Sen Ctr	101-49-300-47280	76,775	(76,775)	0
Senior Center	Various Gen Fund Exp/Rev Accts		103,325	103,325
Fire		0	50,000	
	Fire Truck (400,000/10 years)			
		TOTAL CHANGE IN EXPENSES	**159,067**	
	TOTAL CHANGES IN REVENUE OVER EXPENSES		**(223,797)**	

OPTIONS

Platting Proposal		0	14,000	
Park Areas	101-45-121-41010	0	40,000	
	Park Maintenance Worker			
Police		0	20,000	
	Purchase SUV vs Auto (10000, gas 5000, cages 5000)			
		TOTAL	**74,000**	

PROGRAM	ACCOUNT NUMBER	PRELIMINARY BUDGET	CHANGE	PROPOSED FI BUDGET

SPECIAL REVENUE FUND/ENTERPRISE FUND

PROGRAM	ACCOUNT NUMBER	ORIGINAL BUDGET	CHANGE	PROPOSED BUDGET
Community Growth				
	Ovals (5) for Flood Wall	0	25,000	25,000
State Aid				
Maintenance Revenue	209-33-000-33419 Actual Revenue $119,000	(120,000)	1,000	(119,000)
Professional Services	209-49-300-43030 Fund with General Fund	30,000	(30,000)	0
Capital Outlay		92,500	(92,500)	0
TRLF	209-49-300-47200 Transfer to 23rd St Project	0	123,670	123,670
		TOTAL STATE AID CHANGES	**2,170**	
REFUSE				
Collection	603-49-519-45800 Refuse Containers not needed until 2013	10,000	(10,000)	0
OTHER OPTIONS				
Building Maintenance				
	SCADA	0	50,000	
	Civic Center		271,000	
	Building Maintenance-Parking Lot			

City of East Grand Forks, MN

Capital Improvement Plan

2012 thru 2016

PROJECTS BY FUNDING SOURCE

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
Building Maintenance Fund								
Public Building Improvements	*11-BM-001*	n/a	12,000	125,000	250,000	250,000	250,000	*887,000*
Energy Efficiency	*11-BM-002*	4	50,000	50,000	50,000	50,000	50,000	*250,000*
VFW Improvements	*11-PR-003*	n/a	10,000					*10,000*
Fire Station #1 Maintenance	*12-FD-002*	4	8,000					*8,000*
Library Conference Room	*12-LI-001*	2	125,000	125,000				*250,000*
Police HQ Exterior Improvements	*12-PD-004*	4	70,000					*70,000*
Senior Center Maintenance	*12-PR-004*	4	25,000					*25,000*
Building Maintenance Fund Total			**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	***1,500,000***
Central Equipment Fund								
Street Sweeper	*112*	3			130,000			*130,000*
Motor Grader (Replaces 88 John Deere)	*117*	2	250,000					*250,000*
Zamboni	*11-PR-004*	n/a	44,500					*44,500*
Replace Temco Snowblower	*125*	2	110,000					*110,000*
Payloader	*129*	3					200,000	*200,000*
Slope Mower - 13'	*136*	3	110,000					*110,000*
Dispatch Radio Console Replacement	*13-PD-001*	3		100,000				*100,000*
Pumper Truck	*15-FD-001*	n/a				225,000		*225,000*
Central Equipment Fund Total			**514,500**	**100,000**	**130,000**	**225,000**	**200,000**	***1,169,500***
Community Growth Fund								
Downtown Pedestrian Improvments	*12-ED-001*	4	50,000					*50,000*
Downtown Wayfinding	*12-ED-002*	4	25,000					*25,000*
Flood Wall Medallions	*12-ED-003*	4	25,000					*25,000*
Community Growth Fund Total			**100,000**					***100,000***
General Fund								
Tractor-Mower Payment	*03PAY01*	1	14,000					*14,000*
Caterpillar Grader Repayment	*04PAY01*	1	28,800	28,800				*57,600*
Tymco Streetsweeper	*04PAY02*	1	18,100	18,100				*36,200*
Parks Mower Payment	*05PAY01*	1	6,900	6,900	6,900	6,900		*27,600*
JD Front End Loader Payment	*06PAY01*	1	27,000	27,000	27,000	27,000		*108,000*
Snowblower Payment	*07PAY01*	1	15,000	15,000	15,000	15,000	15,000	*75,000*
Fire Truck Payment	*08PAY01*	1	33,000	33,000	33,000	33,000	33,000	*165,000*
VFW Zamboni Payment	*08PAY02*	1	9,500	9,500	9,500	9,500	9,500	*47,500*
Front End Loader 2 Payment	*08PAY03*	1	12,200	12,200	12,200	12,200	12,200	*61,000*
New Police Cars	*08-PD-001*	n/a	55,000		55,000	55,000		*165,000*
Park Playground Equipment	*08-PR-004*	3	30,000	30,000	30,000	30,000	30,000	*150,000*
Mobile Data Computers	*09-PD-003*	n/a				20,000		*20,000*

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
Bleacher Replacement-Itts Williams	*09-PR-005*	3	20,000					*20,000*
Light SUV	*101*	n/a					30,000	*30,000*
Light Duty Pickup	*102*	4					30,000	*30,000*
Sander Truck	*105*	2		50,000				*50,000*
3/4 ton pickup	*107*	4					30,000	*30,000*
2 ton flusher truck (used)	*109*	4		15,000				*15,000*
Police SUV	*10-PD-001*	n/a		35,000				*35,000*
1997 Chevy 3/4 Ton Pickup #302	*10-PR-001*	3			35,000			*35,000*
Swimming Pool	*10-PR-002*	3	40,000					*40,000*
Tractor	*113*	3		50,000				*50,000*
2-Ton Truck Payment	*11PAY01*	1	11,500	11,500	11,500	11,500	11,500	*57,500*
Civic Zamboni Payment	*11PAY02*	1	11,926	11,926	11,926	11,926	11,926	*59,630*
#301 1997 Chevy 3/4 Ton Pickup	*11-PR-001*	3				40,000		*40,000*
Transportation Enhancement 12th Ave NW	*12CP01*	3	70,000					*70,000*
2012 Safe Routes to School - Bygland Rd	*12CP03*	3	50,000					*50,000*
Motor Grader Payment	*12PAY01*	1		33,000	33,000	33,000	33,000	*132,000*
Snowblower Payment	*12PAY02*	1		14,250	14,250	14,250	14,250	*57,000*
In-Car Video Systems	*12-PD-001*	n/a		17,500				*17,500*
Records Administration System	*12-PD-002*	3	10,000					*10,000*
PD Telephone Upgrade	*12-PD-003*	3	10,000					*10,000*
Mower/Sign Trailer	*12-PW-004*	4	15,000					*15,000*
ICON Implementation	*12-PW-005*	4	50,000	50,000	50,000			*150,000*
Automated Lubricant System Room	*13-PW-001*	4			50,000			*50,000*
1 Ton Flatbed	*146*	4		35,000				*35,000*
1 Ton 2-Door Flatbed	*147*	4				35,000		*35,000*
Fuel Pumps and Island	*14-PW-001*	3	50,000					*50,000*
2 Ton Truck	*153*	3			110,000			*110,000*
Push Plow	*176*	3				12,000		*12,000*
V Plow	*177*	3					12,000	*12,000*
Rotary Mower	*196*	3		15,000				*15,000*
Street Maintenance	*STMAINT*	2	250,000	300,000	300,000	300,000	300,000	*1,450,000*
General Fund Total			**837,926**	**818,676**	**804,276**	**666,276**	**572,376**	***3,699,530***
Greenway Maintenance								
LaFave Bike/Ped Trail	*10CP05*	3	88,000	20,000				*108,000*
Trail Improvements	*10-PR-004*	3		44,000	44,000	44,000	44,000	*176,000*
Greenway Maintenance Total			**88,000**	**64,000**	**44,000**	**44,000**	**44,000**	***284,000***
Refuse Fund								
Yardwaste Site Improvements	*10-SAN-001*	3			20,000			*20,000*
Roll Off Containers - 20 yd	*12-SAN-001*	3		100,000				*100,000*
Roll Off Truck	*12-SAN-002*	4		130,000				*130,000*
Containers (Comm)	*13-SAN-002*	n/a		10,000		10,000		*20,000*
Refuse Fund Total				**240,000**	**20,000**	**10,000**		***270,000***
State Aid Construction								
23rd Street Reconstruction Payment	*10CP01*	1	75,577	79,000	81,000	84,000	88,000	*407,577*
Street Construction	*STCONST*	3	239,686	236,263	234,263	231,263	227,263	*1,168,738*
State Aid Construction Total			**315,263**	**315,263**	**315,263**	**315,263**	**315,263**	***1,576,315***

Source	Project#	Priority	2012	2013	2014	2015	2016	Total
State Aid Maintenance								
23rd Street Reconstruction Payment	*10CP01*	1	123,670	120,942	118,062	115,110	112,048	*589,832*
State Aid Maintenance Total			**123,670**	**120,942**	**118,062**	**115,110**	**112,048**	***589,832***
Storm Water Protection Fund								
Liftstation #9 Upgrades	*08-SW-001*	3				7,000		*7,000*
SCADA-telemetry	*08-SW-003*	3			20,000			*20,000*
Repair Outfalls	*10-SW-003*	2		20,000		20,000		*40,000*
Liftstation #9 Pipe, Pump	*11-SW-001*	3			25,000			*25,000*
Slope Mower Payment	*12PAY03*	1		14,250	14,250	14,250	14,250	*57,000*
Mower - 10' Deck	*161*	3				65,000		*65,000*
72-inch deck mower	*162*	3		15,000				*15,000*
Storm Water Protection Fund Total				**49,250**	**59,250**	**106,250**	**14,250**	***229,000***
Unfunded/Donors/Referendum								
Swimming Pool	*10-PR-002*	3		3,000,000				*3,000,000*
Aerial Platform Truck	*14-FD-001*	n/a	400,000					*400,000*
Lift Station #5	*15-WW-001*	2				2,000,000		*2,000,000*
Unfunded/Donors/Referendum Total			**400,000**	**3,000,000**		**2,000,000**		***5,400,000***
Wastewater Fund								
Pipe Replacment/Repair	*10-WW-004*	2	150,000		150,000			*300,000*
Lift Station Maintenance	*10-WW-005*	2	20,000	50,000	50,000	50,000	50,000	*220,000*
Mission Dialers	*12-WW-003*	3	10,000					*10,000*
Wet Well	*15-WW-002*	2				750,000		*750,000*
1 1/4 Ton Truck	*234*	4				35,000		*35,000*
Wastewater Fund Total			**180,000**	**50,000**	**200,000**	**835,000**	**50,000**	***1,315,000***
GRAND TOTAL			**2,859,359**	**5,058,131**	**1,990,851**	**4,616,899**	**1,607,937**	***16,133,177***

Report criteria:

Type: B or E or I or M or Z

Active Projects

Department: Administration or Building Maintenance or Economic Development or Fire Protection or Library or Other Capital or Parks and Recreation or Police or Public Works or Refuse Collection or Storm Water Protection or Transit or Wastewater

All Categories

All Priority Levels

All Source Types

City of East Grand Forks, MN

Capital Improvement Plan

2012 thru **2016**

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
Building Maintenance								
Public Building Improvements	11-BM-001	n/a	12,000	125,000	250,000	250,000	250,000	*887,000*
Building Maintenance Fund			***12,000***	***125,000***	***250,000***	***250,000***	***250,000***	***887,000***
Energy Efficiency	11-BM-002	4	50,000	50,000	50,000	50,000	50,000	*250,000*
Building Maintenance Fund			***50,000***	***50,000***	***50,000***	***50,000***	***50,000***	***250,000***
Building Maintenance Total			**62,000**	**175,000**	**300,000**	**300,000**	**300,000**	***1,137,000***
Economic Development								
Downtown Pedestrian Improvments	12-ED-001	4	50,000					*50,000*
Community Growth Fund			***50,000***					***50,000***
Downtown Wayfinding	12-ED-002	4	25,000					*25,000*
Community Growth Fund			***25,000***					***25,000***
Flood Wall Medallions	12-ED-003	4	25,000					*25,000*
Community Growth Fund			***25,000***					***25,000***
Economic Development Total			**100,000**					***100,000***
Fire Protection								
Fire Truck Payment	08PAY01	1	33,000	33,000	33,000	33,000	33,000	*165,000*
General Fund			***33,000***	***33,000***	***33,000***	***33,000***	***33,000***	***165,000***
Fire Station #1 Maintenance	12-FD-002	4	8,000					*8,000*
Building Maintenance Fund			***8,000***					***8,000***
Aerial Platform Truck	14-FD-001	n/a	400,000					*400,000*
Unfunded/Donors/Referendum			***400,000***					***400,000***
Pumper Truck	15-FD-001	n/a				225,000		*225,000*
Central Equipment Fund						***225,000***		***225,000***
Fire Protection Total			**441,000**	**33,000**	**33,000**	**258,000**	**33,000**	***798,000***
Library								
Library Conference Room	12-LI-001	2	125,000	125,000				*250,000*
Building Maintenance Fund			***125,000***	***125,000***				***250,000***
Library Total			**125,000**	**125,000**				***250,000***
Other Capital								
Transportation Enhancement 12th Ave NW	12CP01	3	70,000					*70,000*
General Fund			***70,000***					***70,000***
2012 Safe Routes to School - Bygland Rd	12CP03	3	50,000					*50,000*
General Fund			***50,000***					***50,000***

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
Other Capital Total			**120,000**					***120,000***
Parks and Recreation								
Parks Mower Payment	05PAY01	1	6,900	6,900	6,900	6,900		*27,600*
General Fund			***6,900***	***6,900***	***6,900***	***6,900***		***27,600***
VFW Zamboni Payment	08PAY02	1	9,500	9,500	9,500	9,500	9,500	*47,500*
General Fund			***9,500***	***9,500***	***9,500***	***9,500***	***9,500***	***47,500***
Park Playground Equipment	08-PR-004	3	30,000	30,000	30,000	30,000	30,000	*150,000*
General Fund			***30,000***	***30,000***	***30,000***	***30,000***	***30,000***	***150,000***
Bleacher Replacement-Itts Williams	09-PR-005	3	20,000					*20,000*
General Fund			***20,000***					***20,000***
LaFave Bike/Ped Trail	10CP05	3	88,000	20,000				*108,000*
Greenway Maintenance			***88,000***	***20,000***				***108,000***
1997 Chevy 3/4 Ton Pickup #302	10-PR-001	3			35,000			*35,000*
General Fund					***35,000***			***35,000***
Swimming Pool	10-PR-002	3	40,000	3,000,000				*3,040,000*
General Fund			***40,000***					***40,000***
Unfunded/Donors/Referendum				***3,000,000***				***3,000,000***
Trail Improvements	10-PR-004	3		44,000	44,000	44,000	44,000	*176,000*
Greenway Maintenance				***44,000***	***44,000***	***44,000***	***44,000***	***176,000***
Civic Zamboni Payment	11PAY02	1	11,926	11,926	11,926	11,926	11,926	*59,630*
General Fund			***11,926***	***11,926***	***11,926***	***11,926***	***11,926***	***59,630***
#301 1997 Chevy 3/4 Ton Pickup	11-PR-001	3				40,000		*40,000*
General Fund						***40,000***		***40,000***
VFW Improvements	11-PR-003	n/a	10,000					*10,000*
Building Maintenance Fund			***10,000***					***10,000***
Zamboni	11-PR-004	n/a	44,500					*44,500*
Central Equipment Fund			***44,500***					***44,500***
Senior Center Maintenance	12-PR-004	4	25,000					*25,000*
Building Maintenance Fund			***25,000***					***25,000***
Parks and Recreation Total			**285,826**	**3,122,326**	**137,326**	**142,326**	**95,426**	***3,783,230***
Police								
New Police Cars	08-PD-001	n/a	55,000		55,000	55,000		*165,000*
General Fund			***55,000***		***55,000***	***55,000***		***165,000***
Mobile Data Computers	09-PD-003	n/a				20,000		*20,000*
General Fund						***20,000***		***20,000***
Police SUV	10-PD-001	n/a		35,000				*35,000*
General Fund				***35,000***				***35,000***
In-Car Video Systems	12-PD-001	n/a		17,500				*17,500*
General Fund				***17,500***				***17,500***
Records Administration System	12-PD-002	3	10,000					*10,000*
General Fund			***10,000***					***10,000***
PD Telephone Upgrade	12-PD-003	3	10,000					*10,000*
General Fund			***10,000***					***10,000***
Police HQ Exterior Improvements	12-PD-004	4	70,000					*70,000*
Building Maintenance Fund			***70,000***					***70,000***
Dispatch Radio Console Replacement	13-PD-001	3		100,000				*100,000*
Central Equipment Fund				***100,000***				***100,000***
Police Total			**145,000**	**152,500**	**55,000**	**75,000**		***427,500***

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
Public Works								
Tractor-Mower Payment	03PAY01	1	14,000					*14,000*
General Fund			***14,000***					***14,000***
Caterpillar Grader Repayment	04PAY01	1	28,800	28,800				*57,600*
General Fund			***28,800***	***28,800***				***57,600***
Tymco Streetsweeper	04PAY02	1	18,100	18,100				*36,200*
General Fund			***18,100***	***18,100***				***36,200***
JD Front End Loader Payment	06PAY01	1	27,000	27,000	27,000	27,000		*108,000*
General Fund			***27,000***	***27,000***	***27,000***	***27,000***		***108,000***
Snowblower Payment	07PAY01	1	15,000	15,000	15,000	15,000	15,000	*75,000*
General Fund			***15,000***	***15,000***	***15,000***	***15,000***	***15,000***	***75,000***
Front End Loader 2 Payment	08PAY03	1	12,200	12,200	12,200	12,200	12,200	*61,000*
General Fund			***12,200***	***12,200***	***12,200***	***12,200***	***12,200***	***61,000***
Light SUV	101	n/a					30,000	*30,000*
General Fund							***30,000***	***30,000***
Light Duty Pickup	102	4					30,000	*30,000*
General Fund							***30,000***	***30,000***
Sander Truck	105	2		50,000				*50,000*
General Fund				***50,000***				***50,000***
3/4 ton pickup	107	4					30,000	*30,000*
General Fund							***30,000***	***30,000***
2 ton flusher truck (used)	109	4		15,000				*15,000*
General Fund				***15,000***				***15,000***
23rd Street Reconstruction Payment	10CP01	1	199,247	199,941	199,062	199,109	200,047	*997,406*
State Aid Construction			***75,577***	***79,000***	***81,000***	***84,000***	***88,000***	***407,577***
State Aid Maintenance			***123,670***	***120,942***	***118,062***	***115,110***	***112,048***	***589,832***
Street Sweeper	112	3			130,000			*130,000*
Central Equipment Fund					***130,000***			***130,000***
Tractor	113	3		50,000				*50,000*
General Fund				***50,000***				***50,000***
Motor Grader (Replaces 88 John Deere)	117	2	250,000					*250,000*
Central Equipment Fund			***250,000***					***250,000***
2-Ton Truck Payment	11PAY01	1	11,500	11,500	11,500	11,500	11,500	*57,500*
General Fund			***11,500***	***11,500***	***11,500***	***11,500***	***11,500***	***57,500***
Replace Temco Snowblower	125	2	110,000					*110,000*
Central Equipment Fund			***110,000***					***110,000***
Payloader	129	3					200,000	*200,000*
Central Equipment Fund							***200,000***	***200,000***
Motor Grader Payment	12PAY01	1		33,000	33,000	33,000	33,000	*132,000*
General Fund				***33,000***	***33,000***	***33,000***	***33,000***	***132,000***
Snowblower Payment	12PAY02	1		14,250	14,250	14,250	14,250	*57,000*
General Fund				***14,250***	***14,250***	***14,250***	***14,250***	***57,000***
Mower/Sign Trailer	12-PW-004	4	15,000					*15,000*
General Fund			***15,000***					***15,000***
ICON Implementation	12-PW-005	4	50,000	50,000	50,000			*150,000*
General Fund			***50,000***	***50,000***	***50,000***			***150,000***
Automated Lubricant System Room	13-PW-001	4			50,000			*50,000*
General Fund					***50,000***			***50,000***
1 Ton Flatbed	146	4		35,000				*35,000*
General Fund				***35,000***				***35,000***
1 Ton 2-Door Flatbed	147	4				35,000		*35,000*
General Fund						***35,000***		***35,000***

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
Fuel Pumps and Island	14-PW-001	3	50,000					*50,000*
General Fund			***50,000***					***50,000***
2 Ton Truck	153	3			110,000			*110,000*
General Fund					***110,000***			***110,000***
Push Plow	176	3				12,000		*12,000*
General Fund						***12,000***		***12,000***
V Plow	177	3					12,000	*12,000*
General Fund							***12,000***	***12,000***
Rotary Mower	196	3		15,000				*15,000*
General Fund				***15,000***				***15,000***
Street Construction	STCONST	3	239,686	236,263	234,263	231,263	227,263	*1,168,738*
State Aid Construction			***239,686***	***236,263***	***234,263***	***231,263***	***227,263***	***1,168,738***
Street Maintenance	STMAINT	2	250,000	300,000	300,000	300,000	300,000	*1,450,000*
General Fund			***250,000***	***300,000***	***300,000***	***300,000***	***300,000***	***1,450,000***
Public Works Total			**1,290,533**	**1,111,054**	**1,186,275**	**890,322**	**1,115,260**	***5,593,444***
Refuse Collection								
Yardwaste Site Improvements	10-SAN-001	3			20,000			*20,000*
Refuse Fund					***20,000***			***20,000***
Roll Off Containers - 20 yd	12-SAN-001	3		100,000				*100,000*
Refuse Fund				***100,000***				***100,000***
Roll Off Truck	12-SAN-002	4		130,000				*130,000*
Refuse Fund				***130,000***				***130,000***
Containers (Comm)	13-SAN-002	n/a		10,000		10,000		*20,000*
Refuse Fund				***10,000***		***10,000***		***20,000***
Refuse Collection Total				**240,000**	**20,000**	**10,000**		***270,000***
Storm Water Protection								
Liftstation #9 Upgrades	08-SW-001	3				7,000		*7,000*
Storm Water Protection Fund						***7,000***		***7,000***
SCADA-telemetry	08-SW-003	3			20,000			*20,000*
Storm Water Protection Fund					***20,000***			***20,000***
Repair Outfalls	10-SW-003	2		20,000		20,000		*40,000*
Storm Water Protection Fund				***20,000***		***20,000***		***40,000***
Liftstation #9 Pipe, Pump	11-SW-001	3			25,000			*25,000*
Storm Water Protection Fund					***25,000***			***25,000***
Slope Mower Payment	12PAY03	1		14,250	14,250	14,250	14,250	*57,000*
Storm Water Protection Fund				***14,250***	***14,250***	***14,250***	***14,250***	***57,000***
Slope Mower - 13'	136	3	110,000					*110,000*
Central Equipment Fund			***110,000***					***110,000***
Mower - 10' Deck	161	3				65,000		*65,000*
Storm Water Protection Fund						***65,000***		***65,000***
72-inch deck mower	162	3		15,000				*15,000*
Storm Water Protection Fund				***15,000***				***15,000***
Storm Water Protection Total			**110,000**	**49,250**	**59,250**	**106,250**	**14,250**	***339,000***
Wastewater								
Pipe Replacment/Repair	10-WW-004	2	150,000		150,000			*300,000*
Wastewater Fund			***150,000***		***150,000***			***300,000***
Lift Station Maintenance	10-WW-005	2	20,000	50,000	50,000	50,000	50,000	*220,000*

Department	Project#	Priority	2012	2013	2014	2015	2016	Total
Wastewater Fund			***20,000***	***50,000***	***50,000***	***50,000***	***50,000***	***220,000***
Mission Dialers	12-WW-003	3	10,000					*10,000*
Wastewater Fund			***10,000***					***10,000***
Lift Station #5	15-WW-001	2				2,000,000		*2,000,000*
Unfunded/Donors/Referendum						***2,000,000***		***2,000,000***
Wet Well	15-WW-002	2				750,000		*750,000*
Wastewater Fund						***750,000***		***750,000***
1 1/4 Ton Truck	234	4				35,000		*35,000*
Wastewater Fund						***35,000***		***35,000***
Wastewater Total			**180,000**	**50,000**	**200,000**	**2,835,000**	**50,000**	***3,315,000***
GRAND TOTAL			**2,859,359**	**5,058,130**	**1,990,851**	**4,616,898**	**1,607,936**	***16,133,174***

Report criteria:

Type: B or E or I or M or Z

Active Projects

Department: Administration or Building Maintenance or Economic Development or Fire Protection or Library or Other Capital or Parks and Recreation or Police or Public Works or Refuse Collection or Storm Water Protection or Transit or Wastewater

All Categories

All Priority Levels

All Source Types

City of East Grand Forks, Minnesota
General Fund Revenues

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Taxes					
101-31-000-31010	Current Ad Valorem Taxes	2,092,423	2,182,799	2,919,602	$2,919,602
101-31-000-31030	Mobile Home Tax	8,552	4,668	6,000	6,000
101-31-000-31050	Tax Increment Financing	1,013	120	1,000	200
101-31-000-31060	Other Taxes (pilt/mineral...)	-	-	-	-
101-31-000-31410	Hotel/Motel Tax	11,500	11,700	11,000	11,000
101-31-000-31810	Franchise Tax - NSP	97,010	81,904	100,000	90,000
101-31-000-31811	Franchise Tax - W&L	1,151,321	1,159,138	1,150,000	1,150,000
101-31-000-31812	Franchise Tax - Cable	113,343	118,259	115,000	115,000
101-31-000-31900	Penalties & Interest	2,900	2,133	1,500	1,500
		$ 3,478,061	$ 3,560,721	$ 4,304,102	$ 4,293,302
Licenses & Permits					
101-32-000-32110	Liquor - On Sale	40,925	45,525	40,900	44,000
101-32-000-32111	Liquor - Off Sale	450	588	450	750
101-32-000-32112	Beer - On Sale	275	-	275	275
101-32-000-32113	Beer - Off Sale	275	138	275	150
101-32-000-32114	Wine - On Sale	550	550	550	550
101-32-000-32130	Tobacco License	400	550	400	400
101-32-000-32160	Plumbing License	3,300	2,500	2,000	2,000
101-32-000-32170	Amusement Center	60	40	-	-
101-32-000-32199	Other-Business Lic/Perm	4,632	6,317	4,000	5,000
101-32-000-32210	Building Permits	52,217	57,591	40,000	50,000
101-32-000-32220	Excavation Permits	3,645	2,295	3,000	2,000
101-32-000-32230	Plumbing Permits	2,095	1,430	2,400	1,400
101-32-000-32240	Dog License	941	1,123	900	900
101-32-000-32241	Cat License	260	134	100	100
101-32-000-32299	Other-Nonbusiness Lic/Perm	3,326	3,863	3,000	3,000
		$ 113,350	$ 122,642	$ 98,250	$ 110,525

City of East Grand Forks, Minnesota
General Fund Revenues

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Intergovernmental					
101-33-000-33160	Federal Grants	108,221	46,191	-	50,000
101-33-000-33401	Local Government Aid	2,658,631	2,471,550	2,287,648	2,471,550
101-33-000-33403	DRC - In Net Levy	375,889	369,031	-	-
101-33-000-33406	Market Value Cr./in Gross Levy	189,295	10,016	-	-
101-33-000-33407	Market Value Cr/other	1,788	955	-	-
101-33-000-33408	PERA Aid	15,688	15,688	15,688	15,688
101-33-000-33420	Fire State Aid	32,064	36,815	35,000	35,000
101-33-000-33421	Police State Aid	147,593	140,088	150,000	150,000
101-33-000-33450	Training Reimbursement	3,000	7,888	5,000	5,000
101-33-000-33499	Other - State Grants & Aids	31,084	38,756	30,000	30,000
101-33-000-33610	Ambulance Subsidy	21,939	21,939	22,000	22,000
211-33-000-33499	State Grants & Aids	970	8,725	-	6,000
		$ 3,586,161	$ 3,167,642	$ 2,545,336	$ 2,785,238

City of East Grand Forks, Minnesota
General Fund Revenues

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Charges For Services					
101-34-000-34101	City Hall Rent	23,496	25,560	25,500	25,500
101-34-000-34102	Zoning & Subdivision Fees	-	-	-	-
101-34-000-34103	Plan Checking Fees	4,559	1,530	-	2,000
101-34-000-34108	Accounting & EDP - Other Funds	18,000	38,696	38,694	38,000
101-34-000-34199	Other - General Government	4,582	2,584	3,500	3,500
101-34-000-34201	Special Police Services	33,027	1,125	-	-
101-34-000-34204	Protective Inspection Fees	14,929	15,390	16,000	16,000
101-34-000-34205	Rescue Unit	5,999	3,296	-	-
101-34-000-34206	Rescue Unit Service Fee	-	365	170,000	200,000
101-34-000-34207	Rural Fire Service	35,144	37,387	45,819	46,893
101-34-000-34299	Other - Public Safety	12,602	4,244	3,000	5,000
101-34-000-34303	Snow Removal	7,197	7,413	7,200	7,400
101-34-000-34304	Street Lights	165,412	168,070	165,000	200,000
101-34-000-34329	Other - Highways & Streets	2,548	786	1,500	1,500
101-34-000-34720	Swimming Pool Admission	20,671	18,134	20,000	20,000
101-34-000-34749	VFW Arena Rents	21,364	19,019	20,000	20,000
101-34-000-34750	Civic Center Rents	99,872	103,246	105,000	105,000
101-34-000-34751	Season Tickets/Rec Skating	-	-	-	-
101-34-000-34752	Civic Center Admissions	3,643	3,552	3,500	3,500
101-34-000-34753	VFW Youth Arena Admissions	1,883	2,147	1,500	2,000
101-34-000-34754	Blue Line Club Arena Rental	103	7,302	10,000	7,000
101-34-000-34771	Softball Sponsorships	180	540	600	1,000
101-34-000-34773	Baseball Sponsorships	4,440	1,950	3,000	3,000
101-34-000-34781	Baseball Registration	22,835	25,667	26,500	27,000
101-34-000-34782	Softball Registration	5,965	6,185	6,200	7,000
101-34-000-34783	Playground Registration	3,435	3,420	3,500	2,300
101-34-000-34784	Tennis Program	2,800	3,030	3,000	3,000
101-34-000-34785	Swimming Pool Registration	-	-	-	-
101-34-000-34791	Hockey Registration	42,047	59,174	51,250	51,250
101-34-000-34792	Figure Skating Registration	14,370	14,760	20,000	15,000
101-34-000-34799	Other - Culture/recreation	105,152	109,891	125,000	125,000
211-36-000-36200	Rent	1,754	1,545	1,700	1,700
213-34-000-34750	Rent	794	775	1,200	750
213-34-000-34798	Membership Fees	3,310	2,945	3,000	3,000
213-34-000-34799	Other Culture & Recreation	4,148	3,382	4,000	4,000
		$ 686,260	$ 693,108	$ 885,163	$ 947,293

City of East Grand Forks, Minnesota
General Fund Revenues

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Fines & Forfeitures					
101-35-000-35101	Court Fines	102,016	98,193	105,000	100,000
101-35-000-35102	Parking Fines	4,335	7,436	5,000	10,000
101-35-000-35104	Other Fines And Fees	2,546	714	1,000	1,000
101-35-000-35105	Impound Fees	3,659	5,370	6,300	5,300
101-35-000-35106	Sale Of Seized Property	39,289	7,810	20,000	20,000
		$ 151,845	$ 119,522	$ 137,300	$ 136,300
Miscellaneous					
101-36-000-36100	Special Assessments	13,894	13,058	12,000	12,000
101-36-000-36101	Specials Paid Directly To City	1,468	11	-	-
101-36-000-36102	Penalties & Interest	39	350	-	-
101-36-000-36210	Interest Earnings	33,064	34,333	30,000	30,000
101-36-000-36230	Donations & Contributions	-	1,970	-	-
101-36-000-36240	Insurance Refunds & Dividends	72,781	30,126	-	-
101-36-000-36241	Insurance Loss Proceeds	-	4,021	-	-
101-36-000-36250	Pole Agreements	1,343	1,289	1,200	1,200
101-36-000-36260	Ofs-disposition Of Property	-	47,709	-	-
101-36-000-36299	Miscellaneous Revenue	11,427	6,587	10,000	10,000
211-36-000-36210	Interest Earnings	378	480	-	-
211-36-000-36220	Book Sales	-	28	-	-
211-36-000-36230	Donations & Contributions	2,478	2,140	5,000	3,000
211-36-000-36239	Knight Fdn Grant	28,650	-	-	-
211-36-000-36299	Miscellaneous Revenue	8,443	8,106	7,000	8,000
213-36-000-36210	Interest Earnings	790	819	500	800
213-36-000-36230	Donations & Contributions	8,325	7,613	8,000	8,000
		$ 183,079	$ 158,640	$ 73,700	$ 73,000
Other Financing Sources					
101-39-000-39201	Transfers In	35,000	-	-	-
101-39-000-39203	Transfers In	-	100,000	100,000	100,000
101-39-000-39204	Transfers In	56,113	49,440	60,000	60,000
101-39-000-39206	Transfers In-Library	-	-	-	25,000
101-39-000-39207	Transfers In-Senior Center	-	-	-	20,000
101-39-000-39205	Contributed By W&I (projects)	95,354	191,200	60,000	60,000
211-39-000-39211	Transfer From Trust Fund	3,062	1,627	1,000	1,000
		$ 189,529	$ 342,267	$ 221,000	$ 266,000
Total Revenues		**$ 8,388,284**	**$ 8,164,543**	**$ 8,264,851**	**$ 8,611,658**

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Council					
101-41-110-41010	Salaries & Wages	42,000	42,000	42,000	42,000
101-41-110-41210	Pera Contributions	2,100	2,100	2,100	2,100
101-41-110-41220	Fica Contributions	3,213	3,213	3,200	3,200
101-41-110-43080	Educational/Training Fees	982	825	1,000	1,000
101-41-110-43300	Travel Expenses	4,246	3,314	5,000	5,000
101-41-110-44300	Miscellaneous	614	524	1,500	1,500
		$ 53,155	$ 51,976	$ 54,800	$ 54,800
Ordinances & Proceedings					
101-41-130-43500	Printing & Publishing	3,652	9,069	3,000	3,000
101-41-130-44300	Miscellaneous	-	-	-	-
		$ 3,652	$ 9,069	$ 3,000	$ 3,000
Mayor					
101-41-310-41010	Salaries & Wages	9,748	9,453	9,600	9,600
101-41-310-41210	PERA Contributions	487	473	500	500
101-41-310-41220	FICA Contributions	694	671	700	700
101-41-310-42000	General Supplies	19	-	200	200
101-41-310-43080	Educational/Training Fees	160	425	400	400
101-41-310-43200	Communications	221	213	400	400
101-41-310-43300	Travel Expenses	3,078	2,876	4,000	4,000
101-41-310-44300	Miscellaneous	645	140	1,000	1,000
		$ 15,052	$ 14,251	$ 16,800	$ 16,800
Elections					
101-41-410-41030	Salaries & Wages - PT	479	7,182	-	8,000
101-41-410-41210	PERA Contributions	11	-	-	-
101-41-410-41220	FICA Contributions	-	-	-	-
101-41-410-42000	General Supplies	-	-	-	-
101-41-410-44300	Miscellaneous	-	169	-	200
		$ 490	$ 7,351	$ -	$ 8,200

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Administration					
101-41-510-41010	Salaries & Wages	207,358	222,324	215,616	217,770
101-41-510-41020	Salaries & Wages - Overtime	393	333	1,000	1,000
101-41-510-41210	PERA Contributions	13,798	14,647	15,632	15,788
101-41-510-41220	FICA Contributions	15,212	16,415	16,495	16,659
101-41-510-41290	Sick Leave Contributions	6,200	4,000	4,000	4,000
101-41-510-41300	Insurance Contributions	36,833	39,678	44,684	54,671
101-41-510-42000	General Supplies	5,987	4,369	7,000	7,000
101-41-510-42400	Small Tools & Equipment	363	984	2,000	3,000
101-41-510-43080	Educational/Training Fees	1,269	900	3,000	3,000
101-41-510-43190	Professional Services	25,905	3,124	30,000	30,000
101-41-510-43200	Communications	4,612	3,995	5,000	5,000
101-41-510-43300	Travel Expenses	4,079	2,943	5,000	5,000
101-41-510-44000	Repairs & Maintenance	830	472	1,000	1,000
101-41-510-44300	Miscellaneous	2,729	3,914	2,500	3,000
101-41-510-45700	Equipment	-	2,292	1,000	-
		$ 325,568	$ 320,390	$ 353,926	$ 366,888
Accounting & Auditing					
101-41-530-43010	Accounting & Auditing	34,750	30,627	30,000	34,000
		$ 34,750	$ 30,627	$ 30,000	$ 34,000
City Assessor					
101-41-550-43000	Professional Services	28,936	28,864	29,000	29,000
		$ 28,936	$ 28,864	$ 29,000	$ 29,000
City Attorney					
101-41-610-42000	General Supplies	2,151	-	-	-
101-41-610-43040	Legal Services	128,355	97,223	120,000	115,000
101-41-610-43200	Communications	403	2,905	500	-
101-41-610-43300	Travel Expenses	326	-	-	-
101-41-610-44300	Miscellaneous	-	7,505	1,000	7,500
		$ 131,235	$ 107,632	$ 121,500	$ 122,500
Planning & Zoning					
101-41-900-42000	General Supplies	200	118	200	200
101-41-900-43190	Professional Services	53,448	73,277	65,000	75,000
101-41-900-43200	Communications	625	444	500	500
101-41-900-44300	Miscellaneous	109	491	400	300
		$ 54,383	$ 74,329	$ 66,100	$ 76,000
Civil Service Commission					
101-41-912-41010	Salaries & Wages	2,500	3,000	3,000	3,000
101-41-912-41220	FICA Contributions	191	230	230	230

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
101-41-912-44300	Miscellaneous	78	-	500	250
		$ 2,769	$ 3,230	$ 3,730	$ 3,480
Finance & Accounting					
101-41-920-41010	Salaries & Wages	74,120	68,431	75,315	73,184
101-41-920-41210	PERA Contributions	4,693	4,818	5,460	5,306
101-41-920-41220	FICA Contributions	5,316	5,173	5,762	5,599
101-41-920-41290	Sick Leave Contributions	2,000	-	1,000	1,000
101-41-920-41300	Insurance Contributions	52	58	46	12,529
101-41-920-42400	Small Tools & Equipment	3,939	-	500	500
101-41-920-44300	Miscellaneous	1,828	1,862	2,000	2,000
101-41-920-45700	Equipment	-	-	-	-
		$ 91,948	$ 80,341	$ 90,083	$ 100,117
City Hall Building					
101-41-940-41010	Salaries & Wages	7,500	-	-	-
101-41-940-41210	PERA Contributions	274	-	-	-
101-41-940-41220	FICA Contributions	304	-	-	-
101-41-940-41300	Insurance Contributions	385	-	-	-
101-41-940-41510	Worker's Compensation	1,711	1,672	-	-
101-41-940-42000	General Supplies	2,877	2,328	3,000	3,000
101-41-940-42120	Fuels & Lubricants	119	-	-	-
101-41-940-42400	Small Tools & Equipment	100	-	500	-
101-41-940-43200	Communications	2,128	1,636	2,500	2,500
101-41-940-43610	L/P/F Insurance	931	-	1,000	-
101-41-940-43800	Utilities	93,524	77,717	89,250	80,000
101-41-940-44000	Repairs & Maintenance	15,459	19,951	20,000	20,000
101-41-940-44230	Custodial Services	9,867	10,124	13,000	11,000
101-41-940-44300	Miscellaneous	-	164	500	250
		$ 135,179	$ 113,591	$ 129,750	$ 116,750

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Police Administration					
101-42-100-41010	Salaries & Wages	160,103	186,585	165,443	169,567
101-42-100-41020	Salaries & Wages - Overtime	1,248	970	2,000	2,000
101-42-100-41210	PERA Contributions	16,079	16,588	18,061	18,632
101-42-100-41220	FICA Contributions	7,541	9,234	12,809	13,125
101-42-100-41290	Sick Leave Contributions	-	-	-	-
101-42-100-41300	Insurance Contributions	20,673	24,724	23,115	24,015
101-42-100-41510	Worker's Compensation	910	1,209	1,200	1,500
101-42-100-42000	General Supplies	16,072	12,034	16,000	16,000
101-42-100-42170	Uniforms	184	672	500	500
101-42-100-42400	Small Tools & Equipment	5,960	7,069	5,000	4,650
101-42-100-43080	Educational/Training Fees	8,114	7,082	10,000	10,000
101-42-100-43090	Software Charges	4,582	5,757	3,000	4,500
101-42-100-43190	Professional Services	2,255	3,907	2,500	4,500
101-42-100-43200	Communications	17,732	18,622	20,000	15,350
101-42-100-43300	Travel Expenses	393	1,224	1,200	1,200
101-42-100-43800	Utilities	27,181	22,640	26,250	25,000
101-42-100-44000	Repairs & Maintenance	7,117	10,391	9,000	10,000
101-42-100-44050	Cleaning Service	598	507	1,000	500
101-42-100-44190	Central Equipment Fund Rental	-	-	-	-
101-42-100-44230	Custodial Services	8,058	8,084	8,000	8,500
101-42-100-44300	Miscellaneous	3,002	2,735	2,000	2,500
101-42-100-44360	Towings	3,260	3,534	5,000	4,000
101-42-100-45300	Improvements	17,703	2,268	-	-
101-42-100-45700	Equipment	35,542	-	-	20,000
		$ 364,306	$ 345,837	$ 332,079	$ 356,039

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Police Investigations					
101-42-121-41010	Salaries & Wages	130,954	125,267	177,843	186,360
101-42-121-41020	Salaries & Wages - Overtime	24,557	26,059	12,000	12,000
101-42-121-41210	PERA Contributions	21,478	19,268	27,337	28,564
101-42-121-41220	FICA Contributions	1,137	2,140	2,753	2,876
101-42-121-41290	Sick Leave Contributions	-	-	5,000	5,000
101-42-121-41300	Insurance Contributions	11,532	12,119	17,742	24,164
101-42-121-41510	Worker's Compensation	4,552	5,349	5,000	5,000
101-42-121-42170	Uniforms	-	-	-	-
101-42-121-42400	Small Tools & Equipment	164	1,675	1,000	1,000
101-42-121-43300	Travel Expenses	862	1,343	1,000	1,000
101-42-121-44050	Cleaning Service	1,183	1,273	500	1,000
101-42-121-45700	Equipment	23,500	-	-	-
		$ 219,920	$ 194,492	$ 250,175	$ 266,964
Police Patrol					
101-42-123-41010	Salaries & Wages	949,018	986,928	934,991	947,204
101-42-123-41020	Salaries & Wages - Overtime	127,033	80,344	60,000	80,000
101-42-123-41210	PERA Contributions	166,910	149,428	137,502	142,091
101-42-123-41220	FICA Contributions	15,401	13,837	16,915	17,403
101-42-123-41290	Sick Leave Contributions	27,000	33,000	25,000	25,000
101-42-123-41300	Insurance Contributions	130,662	125,144	132,676	144,890
101-42-123-41510	Worker's Compensation	36,416	42,789	40,000	35,000
101-42-123-42120	Fuels & Lubricants	34,096	36,306	37,000	50,000
101-42-123-42170	Uniforms	8,407	6,406	6,500	6,500
101-42-123-42400	Small Tools & Equipment	5,681	7,525	6,000	6,000
101-42-123-43300	Travel Expenses	6,750	4,121	4,000	6,000
101-42-123-44000	Repairs & Maintenance	27,031	28,395	20,000	20,000
101-42-123-44050	Cleaning Service	6,189	4,877	7,000	5,000
101-42-123-45700	Equipment	56,272	7,235	75,000	55,000
		$ 1,596,866	$ 1,526,336	$ 1,502,584	$ 1,540,088

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Fire Administration					
101-42-200-41010	Salaries & Wages	73,839	79,685	78,040	78,252
101-42-200-41210	PERA Contributions	9,982	10,919	11,238	11,268
101-42-200-41220	FICA Contributions	992	1,043	1,132	1,135
101-42-200-41290	Sick Leave Contributions	-	-	3,000	3,000
101-42-200-41300	Insurance Contributions	10,809	11,426	12,117	5,567
101-42-200-41510	Worker's Compensation	852	647	500	700
101-42-200-42000	General Supplies	5,566	3,069	4,000	4,000
101-42-200-43200	Communications	6,851	7,489	7,000	7,000
101-42-200-43300	Travel Expenses	807	1,313	1,200	1,200
101-42-200-43610	L/P/F Insurance	1,023	-	-	-
101-42-200-44050	Cleaning Service	30	72	100	100
101-42-200-44300	Miscellaneous	2,440	2,208	2,000	2,000
		$ 113,189	$ 117,872	$ 120,326	$ 114,222
Fire Protection Services					
101-42-220-41010	Salaries & Wages	455,140	459,746	478,155	491,720
101-42-220-41020	Salaries & Wages - Overtime	61,763	59,158	65,000	65,000
101-42-220-41060	Salaries & Wages - Volunteers	27,510	18,705	20,730	28,800
101-42-220-41210	PERA Contributions	73,176	71,623	68,854	70,808
101-42-220-41220	FICA Contributions	7,950	8,040	6,099	7,130
101-42-220-41240	Firemans Relief Assoc	32,064	36,815	35,000	35,000
101-42-220-41290	Sick Leave Contributions	10,250	18,000	10,000	10,000
101-42-220-41300	Insurance Contributions	78,171	74,248	83,038	86,552
101-42-220-41510	Worker's Compensation	27,657	29,495	28,000	28,000
101-42-220-42070	Fire Prevention	493	470	500	500
101-42-220-42120	Fuels & Lubricants	4,295	5,906	5,500	7,200
101-42-220-42170	Uniforms	2,878	1,506	2,500	2,500
101-42-220-42400	Small Tools & Equipment	54,762	16,877	8,000	9,500
101-42-220-43080	Educational/Training Fees	516	1,920	2,000	2,000
101-42-220-43800	Utilities	24,142	20,369	23,100	23,000
101-42-220-44000	Repairs & Maintenance	12,540	29,115	12,000	14,000
101-42-220-44050	Cleaning Service	828	619	1,500	1,000
101-42-220-44190	Central Equipment Fund Rental	33,000	33,000	33,000	33,000
101-42-220-44230	Custodial Services	1,387	1,282	1,400	1,200
101-42-220-45300	Improvements	6,934	-	-	-
101-42-220-45700	Equipment	-	42,162	-	50,000
		$ 915,454	$ 929,056	$ 884,376	$ 966,910

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Rural Fire Protection Service					
101-42-221-41060	Salaries & Wages - Volunteers	2,101	1,370	5,000	2,500
101-42-221-41220	FICA Contributions	80	98	383	191
		$ 2,182	$ 1,468	$ 5,383	$ 2,691
Building Officials					
101-42-400-41010	Salaries & Wages	133,106	106,761	104,149	107,274
101-42-400-41020	Salaries & Wages - Overtime	4	1	-	-
101-42-400-41210	PERA Contributions	8,884	7,267	7,551	7,777
101-42-400-41220	FICA Contributions	9,718	7,424	7,967	8,206
101-42-400-41290	Sick Leave Contributions	-	-	3,000	3,000
101-42-400-41300	Insurance Contributions	19,677	16,394	17,337	18,027
101-42-400-42000	General Supplies	1,575	1,110	1,000	1,000
101-42-400-42120	Fuels & Lubricants	594	527	650	700
101-42-400-42400	Small Tools & Equipment	740	-	1,000	500
101-42-400-43080	Educational/Training Fees	228	85	900	500
101-42-400-43190	Professional Services	1,273	428	700	700
101-42-400-43200	Communications	1,474	756	1,500	1,000
101-42-400-43300	Travel Expenses	568	416	1,000	1,000
101-42-400-44000	Repairs & Maintenance	457	396	1,000	1,000
101-42-400-44300	Miscellaneous	943	471	1,000	1,000
		$ 179,241	$ 142,035	$ 148,754	$ 151,685
Emergency Management					
101-42-500-42000	General Supplies	-	-	-	-
101-42-500-43200	Communications	-	-	-	-
101-42-500-43300	Travel Expenses	540	-	-	-
101-42-500-43800	Utilities	431	354	-	-
101-42-500-44190	Central Equipment Fund Rental	4,000	4,000	-	-
101-42-500-44300	Miscellaneous	641	124	-	-
		$ 5,612	$ 4,478	$ -	$ -

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Traffic Engineering					
101-42-600-41010	Salaries & Wages	17,119	9,638	17,000	17,000
101-42-600-41020	Salaries & Wages - Overtime	179	232	2,000	500
101-42-600-41210	PERA Contributions	1,119	619	1,378	1,269
101-42-600-41220	FICA Contributions	1,309	700	1,454	1,339
101-42-600-42000	General Supplies	13,903	3,693	14,000	14,000
101-42-600-42400	Small Tools & Equipment	486	628	500	500
101-42-600-43030	Professional Services	7,705	12,967	7,500	7,500
101-42-600-43800	Utilities	4,557	3,366	4,410	3,300
101-42-600-44000	Repairs & Maintenance	4,603	281	1,000	1,000
101-42-600-44300	Miscellaneous	290	120	500	500
		$ 51,269	$ 32,242	$ 49,741	$ 46,908
Animal Control					
101-42-700-43189	General Supplies	-	-	-	-
101-42-700-43190	Professional Services	5,166	6,707	4,600	7,000
		$ 5,166	$ 6,707	$ 4,600	$ 7,000
PW Administration					
101-43-000-41010	Salaries & Wages	37,348	61,494	64,138	67,138
101-43-000-41020	Salaries & Wages - Overtime	77	79	-	-
101-43-000-41210	PERA Contributions	2,551	4,320	4,650	4,867
101-43-000-41220	FICA Contributions	2,806	4,543	4,907	5,136
101-43-000-41290	Sick Leave Contributions	-	-	1,000	1,000
101-43-000-41300	Insurance Contributions	8,510	6,514	6,933	7,206
101-43-000-42000	General Supplies	1,045	1,648	1,500	1,500
101-43-000-42400	Small Tools & Equipment	542	526	500	500
101-43-000-43200	Communications	2,001	1,833	3,000	1,000
101-43-000-44300	Miscellaneous	3,074	2,332	2,500	2,500
		$ 57,954	$ 83,287	$ 89,127	$ 90,847

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Streets					
101-43-120-41010	Salaries & Wages	173,029	172,713	173,923	181,166
101-43-120-41020	Salaries & Wages - Overtime	2,629	1,928	3,000	3,000
101-43-120-41210	PERA Contributions	11,649	11,986	12,827	13,352
101-43-120-41220	FICA Contributions	13,007	12,455	13,535	14,089
101-43-120-41290	Sick Leave Contributions	(10,000)	-	2,000	2,000
101-43-120-41300	Insurance Contributions	26,306	47,498	50,528	54,126
101-43-120-41510	Worker's Compensation	23,559	16,780	18,000	29,500
101-43-120-42000	General Supplies	1,481	5,108	5,000	5,000
101-43-120-42240	Street Maintenance Materials	13,123	11,430	10,000	12,000
101-43-120-42400	Small Tools & Equipment	543	1,545	1,500	1,500
101-43-120-43080	Educational/Training Fees	1,358	337	1,000	500
101-43-120-43360	Other Professional Services	31,727	-	-	50,000
101-43-120-44000	Repairs & Maintenance	51,511	35,971	-	-
101-43-120-44300	Miscellaneous	1,686	2,858	2,000	2,000
101-43-120-45300	Street Reconstruction	181,181	190,201	250,000	250,000
		$ 522,788	$ 510,810	$ 543,313	$ 618,232
City Engineer					
101-43-121-43360	Other Professional Services	-	31,798	30,000	60,000
		$ -	$ 31,798	$ 30,000	$ 60,000
Downtown Parking Lots					
101-43-122-41010	Salaries & Wages	2,583	2,904	4,000	4,000
101-43-122-41020	Salaries & Wages - Overtime	400	179	800	800
101-43-122-41210	PERA Contributions	201	207	348	348
101-43-122-41220	FICA Contributions	213	210	367	367
101-43-122-42240	Street Maintenance Materials	1,049	-	-	-
101-43-122-44000	Repairs & Maintenance	140	551	1,000	1,000
101-43-122-44300	Miscellaneous	589	-	-	-
		$ 5,176	$ 4,052	$ 6,515	$ 6,515

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Ice & Snow Removal					
101-43-125-41010	Salaries & Wages	41,964	70,163	64,000	69,000
101-43-125-41020	Salaries & Wages - Overtime	7,206	12,694	18,000	18,000
101-43-125-41210	PERA Contributions	3,333	5,726	5,945	6,308
101-43-125-41220	FICA Contributions	3,587	5,790	6,273	6,656
101-43-125-42000	General Supplies	169	818	500	500
101-43-125-42240	Street Maintenance Materials	4,670	5,025	8,000	8,000
101-43-125-44000	Repairs & Maintenance	30,411	91,716	28,000	38,000
101-43-125-44190	Central Equipment Fund Rental	24,000	15,000	15,000	15,000
101-43-125-44300	Miscellaneous	30,520	1,113	1,000	1,000
101-43-125-44310	Equipment Rental	37,218	26,693	30,000	60,000
101-43-125-45700	Equipment	-	21,094	-	-
		$ 183,080	$ 255,832	$ 176,718	$ 222,463
Equipment					
101-43-126-42000	General Supplies	55	242	1,000	1,000
101-43-126-42120	Fuels & Lubricants	36,489	51,347	40,500	68,610
101-43-126-42400	Small Tools & Equipment	2,084	344	4,000	4,000
101-43-126-44000	Repairs & Maintenance	50,132	105,183	66,000	80,000
101-43-126-44190	Central Equipment Fund Rental	86,500	86,500	79,500	79,500
101-43-126-44300	Miscellaneous	146	213	500	500
101-43-126-45700	Equipment	27,320	-	10,000	65,000
		$ 202,726	$ 243,828	$ 201,500	$ 298,610

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Equipment Building					
101-43-129-42000	General Supplies	12,227	12,374	12,000	12,000
101-43-129-42120	Fuels & Lubricants	1,499	2,086	1,800	2,000
101-43-129-42400	Small Tools & Equipment	255	3,385	3,000	3,000
101-43-129-43200	Communications	208	339	500	500
101-43-129-43360	Other Professional Services	5,315	4,162	4,000	4,000
101-43-129-43800	Utilities	45,879	45,365	46,200	49,000
101-43-129-44000	Repairs & Maintenance	11,957	13,332	7,500	7,500
101-43-129-44230	Custodial Services	6,226	8,046	8,000	8,400
101-43-129-44300	Miscellaneous	1,032	399	500	500
101-43-129-45300	Improvements	-	-	-	-
		$ 84,598	$ 89,488	$ 83,500	$ 86,900
City Shop					
101-43-140-41010	Salaries & Wages	91,995	84,135	87,841	92,163
101-43-140-41020	Salaries & Wages - Overtime	4,906	5,856	5,000	5,000
101-43-140-41150	Salary Chargeback	(43,925)	(83,227)	(74,000)	(90,000)
101-43-140-41210	PERA Contributions	6,389	6,034	6,731	7,044
101-43-140-41220	FICA Contributions	7,411	6,446	7,102	7,433
101-43-140-41300	Insurance Contributions	21,489	15,076	17,117	18,027
101-43-140-41510	Worker's Compensation	5,134	2,999	5,000	3,000
101-43-140-42120	Fuels & Lubricants	132,484	156	4,000	-
101-43-140-42130	Gas & Diesel Chargeback	(126,318)	-	-	-
101-43-140-42210	Parts & Other Non-G/D	143,973	273,107	180,000	180,000
101-43-140-42280	Parts & Non-G/D Chargeback	(146,260)	(250,147)	(180,000)	(180,000)
101-43-140-43080	Educational/Training Fees	-	2,196	1,500	1,500
		$ 97,276	$ 62,631	$ 60,291	$ 44,167
Street Lights					
101-43-160-43800	Utilities	161,457	172,053	175,350	180,000
		$ 161,457	$ 172,053	$ 175,350	$ 180,000

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Street Cleaning					
101-43-220-41010	Salaries & Wages	23,052	22,857	20,500	20,500
101-43-220-41020	Salaries & Wages - Overtime	209	16	500	500
101-43-220-41210	PERA Contributions	1,561	1,598	1,523	1,523
101-43-220-41220	FICA Contributions	1,666	1,512	1,607	1,607
101-43-220-43360	Other Professional Services	3,835	-	-	-
101-43-220-44190	Central Equipment Fund Rental	28,600	18,100	18,100	18,100
101-43-220-44300	Miscellaneous	50	-	-	-
		$ 58,973	$ 44,083	$ 42,229	$ 42,229
Weed Control					
101-43-260-41010	Salaries & Wages	14,863	21,445	25,500	20,500
101-43-260-41020	Salaries & Wages - Overtime	-	-	-	-
101-43-260-41210	PERA Contributions	615	376	1,849	1,486
101-43-260-41220	FICA Contributions	1,078	851	1,951	1,568
101-43-260-42000	General Supplies	-	200	1,000	500
101-43-260-44190	Central Equipment Fund Rental	14,000	14,000	14,000	14,000
101-43-260-44300	Miscellaneous	3,971	1,076	1,000	1,000
		$ 34,527	$ 37,948	$ 45,300	$ 39,055
Parks Administration					
101-45-121-41010	Salaries & Wages	155,164	162,747	160,216	168,402
101-45-121-41020	Salaries & Wages - Overtime	59	-	-	-
101-45-121-41030	Salaries & Wages - PT	-	-	-	-
101-45-121-41050	Salary & Wages - PT Overtime	-	-	-	-
101-45-121-41210	PERA Contributions	10,541	12,932	11,616	12,209
101-45-121-41220	FICA Contributions	12,010	14,261	12,257	12,883
101-45-121-41290	Sick Leave Contributions	4,000	-	-	-
101-45-121-41300	Insurance Contributions	20,833	24,673	25,717	23,097
101-45-121-42000	General Supplies	6,269	2,517	2,000	2,000
101-45-121-43080	Educational/Training Fees	418	2,078	500	1,000
101-45-121-43190	Professional Services	1,197	375	1,000	500
101-45-121-43200	Communications	2,180	2,546	2,000	2,000
101-45-121-43300	Travel Expenses	2,591	3,143	2,500	2,500
101-45-121-44000	Repairs & Maintenance	1,559	1,963	1,400	2,000
101-45-121-44300	Miscellaneous	883	3,171	900	900
		$ 217,704	$ 230,406	$ 220,106	$ 227,490

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Playgrounds					
101-45-123-41030	Salaries & Wages - PT	4,791	5,960	5,300	5,500
101-45-123-41220	FICA Contributions	367	456	405	421
101-45-123-42000	General Supplies	295	195	500	500
101-45-123-44300	Miscellaneous	5	165	300	300
101-45-123-45800	Equipment	19,990	9,957	20,000	30,000
		$ 25,448	$ 16,732	$ 26,505	$ 36,721
Swimming Pool					
101-45-124-41030	Salaries & Wages - PT	38,924	35,414	38,000	39,000
101-45-124-41050	Salary & Wages - PT Overtime	8	11	-	-
101-45-124-41220	FICA Contributions	2,978	2,743	2,907	2,984
101-45-124-41510	Worker's Compensation	1,702	1,501	1,500	1,500
101-45-124-42000	General Supplies	5,292	1,452	4,500	4,500
101-45-124-42160	Chemicals	7,179	4,637	6,200	6,200
101-45-124-42400	Small Tools & Equipment	642	-	400	500
101-45-124-43080	Educational/Training Fees	-	450	-	
101-45-124-43200	Communications	599	557	600	600
101-45-124-43800	Utilities	22,557	25,456	23,310	30,000
101-45-124-44000	Repairs & Maintenance	5,083	3,428	5,500	5,000
101-45-124-44300	Miscellaneous	-	1,984	500	500
101-45-124-45300	Improvements	-	-	-	40,000
		$ 84,965	$ 77,634	$ 83,417	$ 130,784
Tennis					
101-45-126-41030	Salaries & Wages - PT	2,400	2,400	2,700	2,700
101-45-126-41220	FICA Contributions	184	184	207	207
101-45-126-42000	General Supplies	140	94	300	300
101-45-126-44300	Miscellaneous	35	65	300	300
101-45-126-45300	Improvements	-	7,987	15,000	-
		$ 2,759	$ 10,729	$ 18,507	$ 3,507
Skating Rinks					
101-45-127-41030	Salaries & Wages - PT	4,947	5,771	6,500	6,500
101-45-127-41220	FICA Contributions	378	442	497	497
101-45-127-42000	General Supplies	-	169	1,200	1,200
101-45-127-44300	Miscellaneous	420	1,320	500	500
		$ 5,746	$ 7,702	$ 8,697	$ 8,697

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Hockey					
101-45-129-41030	Salaries & Wages - PT	24,130	24,683	27,000	30,000
101-45-129-41050	Salary & Wages - PT Overtime	43	-	-	-
101-45-129-41210	PERA Contributions	-	-	-	-
101-45-129-41220	FICA Contributions	1,849	1,887	2,066	2,295
101-45-129-42000	General Supplies	1,017	1,627	3,500	2,000
101-45-129-42400	Small Tools & Equipment	1,560	1,979	-	-
101-45-129-43300	Travel Expenses	1,700	2,262	3,000	2,500
101-45-129-44300	Miscellaneous	4,338	1,499	4,000	4,000
		$ 34,636	$ 33,937	$ 39,566	$ 40,795
Figure Skating					
101-45-130-41030	Salaries & Wages - PT	31,451	24,604	28,000	28,500
101-45-130-41220	FICA Contributions	2,399	1,882	2,142	2,180
101-45-130-42000	General Supplies	3,814	1,456	3,000	3,000
101-45-130-43300	Travel Expenses	700	-	500	500
101-45-130-44300	Miscellaneous	1,246	-	500	500
		$ 39,610	$ 27,942	$ 34,142	$ 34,680
Baseball					
101-45-133-41030	Salaries & Wages - PT	28,159	26,679	30,000	30,000
101-45-133-41050	Salaries & Wages - PT OT	-	-	-	-
101-45-133-41210	PERA Contributions	-	-	-	-
101-45-133-41220	FICA Contributions	2,154	2,041	2,295	2,295
101-45-133-42000	General Supplies	11,205	6,351	11,000	10,000
101-45-133-42400	Small Tools & Equipment	1,036	1,935	2,000	2,000
101-45-133-43300	Travel Expenses	217	1,792	1,000	1,200
101-45-133-44300	Miscellaneous	4,869	5,721	5,000	5,000
		$ 47,640	$ 44,519	$ 51,295	$ 50,495

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Softball					
101-45-134-41030	Salaries & Wages - PT	12,766	10,713	13,200	13,500
101-45-134-41220	FICA Contributions	977	820	1,010	1,033
101-45-134-42000	General Supplies	2,014	1,359	1,800	1,800
101-45-134-43300	Travel Expenses	1,357	-	1,000	1,000
101-45-134-44300	Miscellaneous	-	360	1,000	1,000
		$ 17,114	$ 13,251	$ 18,010	$ 18,333
Civic Center					
101-45-140-41010	Salaries & Wages	27,392	39,005	43,424	43,616
101-45-140-41020	Salaries & Wages - Overtime	-	968	1,000	1,000
101-45-140-41030	Salaries & Wages - PT	29,689	26,827	30,000	30,000
101-45-140-41210	PERA Contributions	1,974	2,190	3,148	3,162
101-45-140-41220	FICA Contributions	4,431	4,359	5,693	5,708
101-45-140-41290	Sick Leave Contributions	-	-	1,000	1,000
101-45-140-41300	Insurance Contributions	10,709	10,713	10,241	10,649
101-45-140-41510	Worker's Compensation	1,140	1,476	1,300	1,300
101-45-140-42000	General Supplies	11,197	17,764	11,000	13,000
101-45-140-42120	Fuels & Lubricants	2,158	2,249	3,000	3,500
101-45-140-42400	Small Tools & Equipment	-	919	2,000	1,000
101-45-140-43080	Educational/Training Fees	125	265	300	300
101-45-140-43190	Professional Services	-	-	-	-
101-45-140-43200	Communications	1,441	1,447	1,600	1,600
101-45-140-43300	Travel Expenses	11	304	300	300
101-45-140-43800	Utilities	77,614	90,211	95,760	95,760
101-45-140-44000	Repairs & Maintenance	9,253	8,838	10,000	10,000
101-45-140-44190	Central Equipment Fund Rental	-	-	-	11,926
101-45-140-44230	Custodial Services	843	1,062	1,500	1,500
101-45-140-44300	Miscellaneous	1,528	15	600	500
101-45-140-45800	Equipment	-	-	-	-
		$ 179,504	$ 208,612	$ 221,866	$ 235,822

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
VFW Arena					
101-45-141-41010	Salaries & Wages	68,976	49,693	51,027	51,421
101-45-141-41020	Salaries & Wages - Overtime	668	252	1,000	1,000
101-45-141-41030	Salaries & Wages - PT	18,263	20,991	22,500	22,500
101-45-141-41050	Salary & Wages - PT Overtime	6	756	-	-
101-45-141-41210	PERA Contributions	4,452	1,650	3,699	3,728
101-45-141-41220	FICA Contributions	6,625	3,470	5,701	5,731
101-45-141-41290	Sick Leave Contributions	-	-	1,000	1,000
101-45-141-41300	Insurance Contributions	73	26	-	-
101-45-141-41510	Worker's Compensation	1,140	1,476	1,300	1,300
101-45-141-42000	General Supplies	7,708	12,785	11,000	11,000
101-45-141-42120	Fuels & Lubricants	2,731	2,770	3,100	3,500
101-45-141-42400	Small Tools & Equipment	-	3,296	1,000	1,000
101-45-141-43080	Educational/Training Fees	125	125	300	300
101-45-141-43200	Communications	861	877	1,000	1,000
101-45-141-43300	Travel Expenses	140	440	800	500
101-45-141-43800	Utilities	62,743	58,896	70,350	60,000
101-45-141-44000	Repairs & Maintenance	4,898	7,796	5,000	5,000
101-45-141-44190	Central Equipment Fund Rental	9,500	9,500	9,500	9,500
101-45-141-44230	Custodial Services	1,877	1,544	1,500	1,500
101-45-141-44300	Miscellaneous	697	409	600	600
101-45-141-45300	Improvements	-	-	4,000	-
101-45-141-45800	Equipment	30,828	-	-	-
		$ 222,310	$ 176,749	$ 194,378	$ 180,580
Blue Line Club					
101-45-142-41010	Salaries & Wages	-	430	1,000	-
101-45-142-41030	Salaries & Wages - PT	2,060	5,018	4,200	7,000
101-45-142-41210	PERA Contributions	-	30	-	
101-45-142-41220	FICA Contributions		417	398	536
101-45-142-42000	General Supplies	209	1,864	-	250
101-45-142-43800	Utilities	2,258	16,529	21,000	21,000
101-45-142-44000	Repairs & Maintenance	-	1,550	5,000	5,000
		$ 4,527	$ 25,837	$ 31,598	$ 33,786

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Park Areas					
101-45-202-41010	Salaries & Wages	101,733	104,802	98,086	53,894
101-45-202-41020	Salaries & Wages - Overtime	1,127	603	1,000	1,000
101-45-202-41030	Salaries & Wages - PT	45,752	55,174	48,000	48,000
101-45-202-41050	Salary & Wages - PT Overtime	-	-	-	-
101-45-202-41210	PERA Contributions	6,576	6,721	7,184	3,980
101-45-202-41220	FICA Contributions	11,207	11,429	11,252	7,871
101-45-202-41290	Sick Leave Contributions	-	-	-	-
101-45-202-41300	Insurance Contributions	21,475	21,730	23,635	12,528
101-45-202-41510	Worker's Compensation	11,878	8,671	-	13,000
101-45-202-42000	General Supplies	18,308	17,399	14,000	14,000
101-45-202-42120	Fuels & Lubricants	9,870	10,036	11,200	13,000
101-45-202-42250	Trees & Shrubs	2,615	14,987	10,000	10,000
101-45-202-42290	Flowers	4,038	4,595	5,500	5,500
101-45-202-42400	Small Tools & Equipment	1,476	6,485	2,000	2,000
101-45-202-43080	Educational/Training Fees	-	-	500	500
101-45-202-43200	Communications	2,231	2,197	2,500	2,500
101-45-202-43300	Travel Expenses	-	144	500	-
101-45-202-43360	Other Professional Services	1,673	2,122	2,500	2,500
101-45-202-43610	L/P/F Insurance	-	(90)	2,300	-
101-45-202-43800	Utilities	34,187	30,826	32,550	34,000
101-45-202-44000	Repairs & Maintenance	30,067	45,777	32,000	32,000
101-45-202-44190	Central Equipment Fund Rental	6,900	6,900	6,900	6,900
101-45-202-44230	Custodial Services	167	826	750	750
101-45-202-44300	Miscellaneous	4,245	7,129	7,000	7,000
101-45-202-45300	Improvements	-	-	-	-
101-45-202-45800	Equipment	-	1,105	63,000	20,000
		$ 315,525	$ 359,567	$ 382,357	$ 290,924

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
Campground Rec Area					
101-45-203-41030	Salaries & Wages - PT	56,269	57,107	64,000	64,000
101-45-203-41031	Salaries & Wages - PT OT	713	-	-	-
101-45-203-41210	PERA Contributions	-	-	-	-
101-45-203-41220	FICA Contributions	4,359	4,236	4,896	4,896
101-45-203-42000	General Supplies	22,306	13,895	10,000	12,000
101-45-203-43200	Communications	980	147	1,000	500
101-45-203-43300	Travel Expenses	467	364	1,000	1,000
101-45-203-43800	Utilities	18,977	14,430	10,000	15,000
101-45-203-44000	Repairs & Maintenance	5,109	5,781	6,000	8,000
101-45-203-44230	Custodial Services	245	368	300	300
101-45-203-44300	Miscellaneous	362	3,526	3,000	3,000
		$ 109,788	$ 99,855	$ 100,196	$ 108,696
Senior Center					
213-45-600-41010	Salaries & Wages	45,849	47,785	47,248	49,032
213-45-600-41030	Salaries & Wages - PT	3,469	7,417	6,000	6,000
213-45-600-41210	PERA Contributions	3,064	3,287	3,425	3,555
213-45-600-41220	FICA Contributions	3,588	3,777	4,073	4,210
213-45-600-41290	Sick Leave Contributions	1,000	1,200	1,400	1,400
213-45-600-41300	Insurance Contributions	10,720	11,394	12,048	12,528
213-45-600-42000	General Supplies	4,989	5,416	4,000	4,000
213-45-600-42400	Small Tools & Equipment	-	416	500	500
213-45-600-43080	Educational/Training Fees	65	-	400	100
213-45-600-43200	Communications	3,014	2,429	3,000	3,000
213-45-600-43610	L/P/F Insurance	432	442	500	500
213-45-600-43800	Utilities	12,122	10,253	11,088	11,000
213-45-600-44000	Repairs & Maintenance	651	3,439	17,000	5,000
213-45-600-44300	Miscellaneous	4,921	822	5,000	2,500
213-45-600-45300	Improvements	-	7,430	-	-
213-45-600-45700	Equipment	-	-	-	-
		$ 93,885	$ 105,507	$ 115,682	$ 103,325
Library Administration					
211-45-500-41010	Salaries & Wages	69,692	73,531	79,349	82,709
211-45-500-41210	PERA Contributions	4,514	4,854	5,195	5,438
211-45-500-41220	FICA Contributions	5,314	5,503	6,070	6,327
211-45-500-41300	Insurance Contributions	4,819	4,922	5,357	5,014
211-45-500-42000	General Supplies	588	559	300	300
211-45-500-42400	Small Tools & Equipment	-	-	500	500
211-45-500-43080	Educational/Training Fees	159	739	900	850

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
211-45-500-43200	Communications	2,799	2,328	3,000	3,100
211-45-500-43300	Travel Expenses	408	-	900	850
211-45-500-43360	Other Professional Services	3,824	2,775	5,000	5,000
211-45-500-43610	L/P/F Insurance	5,510	5,759	5,500	5,500
211-45-500-44000	Repairs & Maintenance	144	-	-	-
211-45-500-44300	Miscellaneous	714	-	1,000	1,000
		$ 98,484	$ 100,969	$ 113,071	$ 116,588
Circulation					
211-45-502-41010	Salaries & Wages	70,227	70,758	74,784	83,380
211-45-502-41020	Salaries & Wages - Overtime	103	-	-	-
211-45-502-41210	PERA Contributions	4,177	4,402	3,298	3,464
211-45-502-41220	FICA Contributions	5,272	5,207	5,721	6,379
211-45-502-41300	Insurance Contributions	4,741	5,033	5,289	5,498
211-45-502-42000	General Supplies	2,604	1,882	2,600	2,600
211-45-502-42100	Books	26,640	26,818	25,000	38,000
211-45-502-42150	Periodicals	2,180	2,493	2,400	2,400
211-45-502-42200	Audio Materials	247	2,367	2,400	2,400
211-45-502-42300	Audio Visual Materials	687	1,076	1,500	1,500
211-45-502-42400	Small Tools & Equipment	600	569	1,000	1,000
211-45-502-43080	Educational/Training Fees	-	450	650	650
211-45-502-43300	Travel Expenses	-	250	450	450
211-45-502-44300	Miscellaneous	-	-	-	-
211-45-502-45700	Equipment	-	-	-	-
		$ 117,479	$ 121,306	$ 125,091	$ 147,721
Programs					
211-45-504-41010	Salaries & Wages	69,173	70,548	73,152	75,314
211-45-504-41210	PERA Contributions	4,672	4,942	3,237	3,394
211-45-504-41220	FICA Contributions	5,092	5,124	5,596	5,762
211-45-504-41300	Insurance Contributions	4,741	96	46	46
211-45-504-42000	General Supplies	1,773	1,246	2,100	2,100
211-45-504-43080	Educational/Training Fees	45	935	700	700
211-45-504-44300	Miscellaneous	1,380	2,330	1,000	1,000
211-45-504-45700	Equipment	-	22,557	-	
		$ 86,876	$ 107,777	$ 85,831	$ 88,316
Building					
211-45-506-41010	Salaries & Wages	10,293	10,319	11,000	11,000
211-45-506-41210	PERA Contributions	695	723	798	798
211-45-506-41220	FICA Contributions	788	789	841	842
211-45-506-42000	General Supplies	2,791	910	2,000	3,000

City of East Grand Forks, Minnesota
General Fund Expenditures

Account Number	Description	2009 Actual	2010 Actual	2011 Budget	2012 Proposed
211-45-506-42400	Small Tools & Equipment	-	618	-	
211-45-506-43360	Other Professional Services	-	-	-	-
211-45-506-43610	L/P/F Insurance	1,849	-	1,500	1,500
211-45-506-43800	Utilities	24,537	22,554	23,625	24,000
211-45-506-44000	Repairs & Maintenance	10,997	13,604	15,000	15,000
211-45-506-44230	Custodial Services	1,439	1,172	1,500	1,000
211-45-506-44300	Miscellaneous	10	10	-	-
211-45-506-45300	Improvements	-	-	-	-
211-45-506-45700	Equipment	-	588	-	-
		$ 53,399	$ 51,288	$ 56,264	$ 57,139
Community Development					
101-46-000-44370	Residential Tax Rebate	56,113	49,440	60,000	60,000
		$ 56,113	$ 49,440	$ 60,000	$ 60,000
Unallocated Expenditures					
101-49-200-41510	Worker's Compensation	3,939	15,238	10,000	10,000
101-49-200-43610	L/P/F Insurance	154,838	154,347	149,400	150,000
101-49-200-43720	Donations	-	-	-	-
101-49-200-43730	Promotion (Lodging Tax)	9,918	10,549	10,670	10,670
101-49-200-44330	Memberships	29,195	18,537	25,000	20,000
101-49-200-44390	Other Miscellaneous	23,979	31,282	31,000	25,000
101-49-200-44490	Water & Light Contra Service	29,318	57,819	30,000	30,000
101-49-200-45300	Capital Outlay	8,625	10,867	5,000	20,000
101-49-200-45390	Water & Light-contr Capital	66,036	128,381	30,000	30,000
		$ 325,848	$ 427,020	$ 291,070	$ 295,670
Transfers					
101-49-300-47200	Transfers-capital Projects	100,000	100,000	100,000	120,000
101-49-300-47210	Transfers-Debt Service	135,255	145,172	148,636	78,693
101-49-300-47220	Transfers-transit Fund	35,000	53,500	60,000	61,175
101-49-300-47240	Transfers - Riverwalk Center	21,900	21,900	-	-
101-49-300-47270	Transfers - Library	340,020	343,100	365,558	-
101-49-300-47280	Transfers - Senior Center	96,950	92,600	62,000	-
101-49-300-47260	Transfers-Cemetery	5,250	21,000	5,000	5,000
		$ 734,375	$ 777,272	$ 741,194	$ 264,868
Total Expenditures		**$ 8,612,610**	**$ 8,752,034**	**$ 8,669,390**	**$ 8,607,996**

Polk County | **East Grand Forks city**

Tax Burdens by Property Class	Estimated Market Value				Net Tax				Effective Tax Rates	
	Baseline	Alternative	Change	Pctg Chng	Baseline	Alternative	Change	Pctg Chng	Base	Alter
Res Hmstd	323,285	323,285	0	0.0	4,314	4,463	149	3.4	1.33	1.38
Res Non-Hmstd	24,241	24,241	0	0.0	377	407	30	7.9	1.56	1.68
Misc props	1,135	1,135	0	0.0	21	23	2	8.0	1.85	2.00
Apartments	26,606	26,606	0	0.0	487	526	39	8.0	1.83	1.98
Low-inc Apts	6,663	6,663	0	0.0	75	81	6	7.8	1.12	1.21
Seasonal Rec	1,190	1,190	0	0.0	22	24	2	8.0	1.83	1.98
Com/Ind: Lo	20,387	20,387	0	0.0	469	469	0	-0.1	2.30	2.30
Com/Ind Hi	55,238	55,238	0	0.0	1,272	1,270	-2	-0.1	2.30	2.30
Publ U: Elec Gen	0	0	0	0.0	0	0	0	0.0	0.00	0.00
Publ U: Other	2,726	2,726	0	0.0	63	63	0	-0.1	2.30	2.30
Ag Hmstd House	0	0	0	0.0	0	0	0	0.0	0.00	0.00
Ag Hmstd Land	64	64	0	0.0	1	1	0	8.7	1.34	1.46
Ag Non-Hmstd	3,220	3,220	0	0.0	43	47	4	8.7	1.34	1.46
Total	464,756	464,756	0	0.0	7,144	7,372	228	3.2	1.54	1.59

Tax Base

	Baseline	Alternative	Change	Pctg Chng
Total Tax Capacity	5,388	4,882	-506	-9.4
(-) TIF Tax Capacity	188	188	0	0.0
(-) FD Contrib Tax Cap	0	0	0	0.0
(=) Taxable Tax Capacity	5,200	4,694	-506	-9.7
FD Distrib Tax Cap	0	0	0	0.0

Tax Rates

	Net Tax Cap (Pctg)		Ref Mkt Val	
	Base	Alter	Base	Alter
County	57.30	61.26	0.00	0.00
City/Town	56.15	62.20	0.00	0.00
School District	14.07	15.25	15.59	15.59
Special District	6.41	6.94	0.00	0.00
Total	133.93	145.64	15.59	15.59

Tax Burdens on Hypothetical Properties	Taxable Market Value			Net Tax				Effective Tax Rates	
	Baseline	Alternative	Pctg Chng	Baseline	Alternative	Change	Pctg Chng	Base	Alter
Res Hmstd: Lo Val	99,200	99,200	0.0	1,200	1,187	-13	-1.1	1.21	1.2
Res Hmstd:Avg Val	148,700	148,700	0.0	1,985	2,050	65	3.3	1.33	1.38
Res Hmstd: Hi Val	198,200	198,200	0.0	2,770	2,913	143	5.2	1.4	1.47
Res Hmstd: Ex-Hi Val	297,400	297,400	0.0	4,342	4,643	300	6.9	1.46	1.56
Apartment	300,000	300,000	0.0	5,490	5,929	439	8.0	1.83	1.98
Comm/Ind: Lo Val	150,000	150,000	0.0	4,346	4,610	263	6.1	2.9	3.07
Comm/Ind: Med Val	300,000	300,000	0.0	10,063	10,678	615	6.1	3.35	3.56
Comm/Ind: Hi Val	1,000,000	1,000,000	0.0	36,742	38,995	2,253	6.1	3.67	3.9

RESOLUTION NO. 11 - 12 – XXX

A RESOLUTION TO ADOPT 2012 BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES

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

WHEREAS, The 2012 Budget has been completed and determined; and

WHEREAS, The budget is the fiscal blue print for the entire year where the City Council has considered and incorporated all foreseeable spending plans for 2012; and

WHEREAS, The city through sound fiscal policy establishes that current revenues will be used to finance current expenditures and regularly occurring capital expenditures; and

WHEREAS, The City Council shall by resolution set forth the total for each budgeted fund as per Section 6.06 of the City Charter, with the exception of bond, construction and special assessment funds; now therefore

BE IT RESOLVED, By the East Grand Forks City Council that the budgeted expenditures, excluding depreciation, for each fund during the 2012 calendar fiscal year shall be as follows:

SECTION 1. Appropriation Authorization

General Fund:		
Current		
General Government	$ 931,535	
Public Safety	3,327,507	
Public Works - Streets	1,374,018	
Parks and Recreation	1,311,309	
Library	409,764	
Senior Center	103,325	
Community Development	60,000	
Other Expenditures	245,670	
Capital Outlay		
General Government	0	
Public Safety	125,000	
Public Works - Streets	315,000	
Parks and Recreation	90,000	
Other Expenditures	50,000	
Other Financing Uses (Transfers)	264,868	
Total General Fund		$8,607,996
Building Maintenance Fund		300,000
Greenway Maintenance		88,000
Community Growth Fund		110,000
Transit Fund		339,500

State Aid Street Fund	123,670
Insect Control Fund	36,166
Cemetery Fund	50,665
Sewage Fund	922,647
Campbell/Olson Memorial Fund	1,000
Water Fund	2,610,607
Electric Fund	12,529,722
Refuse and Recycling Fund	862,279
Storm Water Protection Fund	229,307
Lot Incentive Fund	319,887
Commercial Properties Fund	175,000

SECTION 2. Transfers

A) To Transit from General Fund - $61,175
B) To Debt Service and Capital Projects Funds from General Fund - $78,693
C) To Cemetery from General Fund - $5,000

SECTION 3. Capital Equipment Purchases and Facility Improvements

As discussed and listed in the detailed departmental budgets.

BE IT FURTHER RESOLVED, that budgetary guidance and fiscal management provisions set forth in prior annual budget setting resolutions continue to be in effect.

Voting Aye: .
Voting Nay:
Absent: None.

The President declared the resolution passed.

Passed: _____

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of the Council

I hereby approve the foregoing resolution this _____ day of December, 2011.

_____
Mayor

RESOLUTION 11 - 12 – XXX

A RESOLUTION APPROVING 2011 TAX LEVY, COLLECTABLE IN 2012

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

WHEREAS, the state of Minnesota may impose tax levy limitations on cities; and

WHEREAS, the state legislature allows for special levies, including levies for natural disasters, unalloted LGA payments, bonded indebtedness, and increases in employer contributions to PERA; and

WHEREAS, the **total levy** will remain at the same level as 2011 at $2,919,602 and

WHEREAS, The 2012 Local Government Aid expected is $2,471,550; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2011 is hereby approved:

General Operations	$ 2,745,159
Certificates of Indebtedness	75,774
Improvement Bonds of 2004/2006	33,693
PERA-Employer Share Increase	64,976
TOTAL LEVY	$ 2,919,602

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer can certify the tax levy as one levy without provisions for special levies to the County Auditor of Polk County.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: December ___, 2011

Attest:

_____ _____

City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this _____ day of December, 2011.

_____

Mayor

RESOLUTION NO. 11 - 12 - XX

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

WHEREAS, the current $3.75 monthly street light fee raises annually approximately $168,070; and

WHEREAS, annual expenditures have been more than the revenue the past few years as a result of having more street lights and higher electric rates; and with the expectation that this will continue. Expenditures for 2012 are expected to be at $180,000.

WHEREAS, the city desires to match revenues with expenditures; now therefore

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, that the street light fee is hereby adjusted to $4.50 beginning January 1, 2012.

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

The President declared the resolution passed.

Passed: September 5, 2006

Attest:

_____ _____

Interim City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 5th day of September, 2006.

_____

Mayor

RESOLUTION NO. 11 - 12 - XX

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

WHEREAS, the current $3.50 monthly Storm Water fee raises annually approximately $178,686; and

WHEREAS, annual expenditures have been more than the revenue the past few years resulting in having to transfer funds from the General Funds to cover expense. Expenditures for 2012 are expected to be at $229,307.

WHEREAS, the city desires to match revenues with expenditures; now therefore

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, that the street light fee is hereby adjusted to $4.50 beginning January 1, 2012.

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

The President declared the resolution passed.

Passed: _____

Attest:

_____ _____
Interim City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this____ day of _____, 2011.

_____
Mayor

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is dated as of November ___, 2011 ("Effective Date") by and between MINNESOTA MUNICIPAL POWER AGENCY ("**Seller**") and THE CITY OF EAST GRAND FORKS, A Municipal Corporation organized under the laws of the State of Minnesota ("**Buyer**").

RECITALS:

A. Seller owns certain real property, located near the City of East Grand Forks (the "**City**"), County of Polk, State of Minnesota that is legally described on the attached Exhibit A (the "**Property**"); and

B. Seller desires to sell the Property and Buyer desires to purchase the Property.

NOW, THEREFORE, in consideration of the foregoing and of the following terms and conditions, the parties agree as follows:

1. **Sale and Purchase**. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth below (including the grant of a wind energy easement to Seller), fee simple title to the Property.

2. **Purchase Price**. The total purchase price to be paid by Buyer to Seller for the Property (the **"Purchase Price"**) shall be Ten Thousand Two Hundred Sixty-Six Dollars ($10,266.00), which shall be payable on the "Closing Date" (as defined below) in cash, certified or cashier's check or by wire transfer.

3. **Closing**. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur (subject to approval of the City council) on December 9, 2011 or such earlier date selected by the parties hereto (the "**Closing Date**"). Buyer shall have the right at any time to accelerate the Closing Date, upon five (5) business days notice to Seller, to a date specified in such notice. The Closing shall take place at 10:00 a.m. local time at the office of Buyer's legal counsel or at such other place as may be acceptable to Seller and Buyer.

(a) Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, the "**Seller's Closing Documents**"):

(i) Deed. A Warranty Deed ("**Deed**") conveying fee simple title to the Property to Buyer on a Minnesota Uniform Conveyancing blank form;

(ii) Seller's Affidavit. An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no skill, labor, or material furnished to the Property for which payment has not been made or for which

mechanics' liens could be filed; and that there are no unrecorded interests in the Property;

(iii) FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations; and

(iv) Settlement Statement. A Closing settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement.

(b) Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "**Buyer's Closing Documents**"):

(i) Purchase Price. The cash payment toward the Purchase Price pursuant to Section 2 hereof.

(ii) Title Documents. Such affidavits of Buyer or other documents as may be reasonably required by the title company (including a Certificate of Real Estate Value) in order to record the Seller's Closing Documents and issue an owner's title policy.

(iii) Settlement Statement. A Closing settlement statement reflecting the financial provisions of the Closing, consistent with the provisions of this Agreement.

(iv) Easement. A wind energy easement agreement, in the form attached hereto as Exhibit B, over the entire Property to allow Seller to operate its existing wind tower and related facilities, which tower and facilities will remain the property of Seller and shall not constitute real property conveyed in the Deed; and a memorandum of such easement, in recordable form, which shall be recorded at Closing.

4. **Prorations**. Seller and Buyer shall make the following prorations and allocations of taxes, assessments, rents, costs, and other expenses at Closing:

(a) Title Insurance and Closing Fee. Seller shall pay all costs of the "Title Commitment" (as defined in Section 7 below) at Closing. Seller and Buyer will each pay one-half of the closing fee or charge imposed by Buyer's title company or its designated closing agent. Buyer shall pay the premium costs for the Buyer's title policy, if any.

(b) Transfer Tax. Seller shall pay all state deed transfer taxes due on the Deed to be delivered by Seller under this Agreement.

(c) Real Estate Taxes and Special Assessments. Seller shall pay all general real estate taxes on the Property ("**Taxes**") due and payable in the calendar year

prior to the Closing and all prior years. Buyer shall assume, on or before the Closing Date, all special assessments, area charges, lateral charges, and similar impositions, if any (collectively, "**Assessments**") levied, "pending," or constituting a lien against the Property as of the Closing Date. Seller and Buyer shall prorate the Taxes (including without limitation any installments of Assessments, including interest, payable therewith) due and payable in the calendar year of the Closing as of the Closing Date based upon the calendar year.

(d) Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in Seller in the condition required by this Agreement. Buyer will pay the cost of recording the Deed and all other documents.

(e) Utilities. Seller and Buyer shall prorate as of the Closing Date any charges for utilities that are paid each month.

(f) Attorneys' Fees. Each of Seller and Buyer shall pay its own attorneys' fees in connection with the preparation and negotiation of this Agreement and the Closing, except that a party defaulting under this Agreement or any of its respective Closing Documents shall pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

5. **Representations, Warranties and Indemnity by Seller**. Seller represents and warrants to Buyer as follows:

(a) Organization; Authority. Seller is duly organized and is in good standing under the laws of the State of Minnesota; Seller is duly qualified to transact business in the State of Minnesota; Seller has the requisite power and authority to execute and perform this Agreement and those Seller's Closing Documents to be signed by it; and such documents are and shall be valid and binding obligations of Seller, enforceable in accordance with their terms.

(b) AS IS. Seller makes no warranties with respect to the Property.

(c) Wells and Septic. Seller knows of no wells on the Property except as disclosed on the Well Disclosure Certificate which may have been given to Buyer. At the time of Closing, Seller will deliver any required well certificate pursuant to applicable laws. There is no "individual sewage treatment system" within the meaning of Minn. Stat. Section 115.55 on or serving the Property.

(d) FIRPTA. Seller is not a "foreign person," "foreign partnership," "foreign trust" or "foreign estate," as those terms are defined in Section 1445 of the Internal Revenue Code.

Buyer shall not make or assert against Seller any claim unless (a) Buyer delivers written notice to Seller within six (6) months after the Closing Date, which notice shall set forth with reasonable detail, to the extent known, the pertinent facts of the alleged breach hereof, and (b) if Buyer and

Seller are unable to reach a mutually agreeable resolution in connection with the alleged breach, Buyer commences legal action against Seller on or before the first (1st) anniversary of the Closing Date. If Seller gives written notice to Buyer at any time prior to the Closing Date of facts which would make any of the foregoing representations/warranties from untrue, then Buyer shall have five (5) days after such notice is given in which to elect to terminate this Agreement as Buyer's sole and exclusive remedy. If Buyer fails to give written notice of termination to Seller within such five (5) day period, then Buyer shall be deemed to have waived any right to make or assert any claim against Seller with respect to such facts or otherwise condition the Closing.

6. **Representations, Warranties and Indemnity by Buyer**. Buyer represents and warrants to Seller as follows:

(a) Organization; Authority. Buyer is duly organized and in good standing under the laws of the State of Minnesota; that Buyer is duly qualified to transact business in the State of Minnesota; that Buyer has the power and authority to execute this Agreement and any Buyer's Closing Documents signed by it; that all such documents have been duly authorized by all necessary action on the part of Buyer and at the Closing shall have been duly executed and delivered; that the execution, delivery, and performance by Buyer of such documents do not conflict with or violate Buyer's organizational documents or any judgment, order or decree of any court or arbiter or any agreement by which Buyer is bound; and that all such documents are valid and binding obligations of Buyer and are enforceable in accordance with their terms.

(b) Examination of Seller Deliveries. Buyer will have examined and investigated to Buyer's full satisfaction the physical condition of the Property prior to the Closing Date;

(c) No other Representations. Except as set forth herein, neither Seller nor any real estate broker, agent or other representative of Seller has made any representations or warranties whatsoever regarding this transaction or any fact relating thereto, including, without limitation, the condition of the Property or the Improvements; the existence or nonexistence of any hazardous substances; economic projections or market studies concerning the Property; any development rights, taxes, bonds, covenants, conditions and restrictions affecting the Property, water or water rights, the topography, drainage, soil or subsoil of the Property; the utilities serving the Property; access to the Property or any zoning, environmental or building laws, rules or regulations affecting the Property;

(d) AS IS. Buyer shall accept the Property "AS IS" and "WHERE IS" at Closing and Buyer shall defend, indemnify and hold harmless Seller and its officers, directors, employees and agents, and their respective successors, and assigns from and against any and all of the following whatsoever: claims (including claims by governmental agencies and any claims in any way arising from successor grantees of Buyer), orders, liens, actions, judgments, demands, damages, losses, costs, liabilities, and attorneys' fees, (including reasonable

attorney's fees to enforce this indemnity) resulting from, or in any way connected with the Property with respect to matters occurring on or after Closing Date.

(e) Non-Reliance. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein.

(f) Anti-Terrorism. Neither Buyer nor any of its affiliated entities is in violation of any laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), and the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law No. 107-56. Neither Buyer, nor, to the knowledge of Buyer, any of its brokers or other agents acting in any capacity in connection with the purchase of the Premises: (i) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Except for defenses or counterclaims to claims made by Buyer, Seller shall not make or assert against Buyer any claim unless (a) Seller delivers written notice to Buyer within six (6) months after the Closing Date, which notice shall set forth with reasonable detail, to the extent known, the pertinent facts of the alleged breach hereof, and (b) if Seller and Buyer are unable to reach a mutually agreeable resolution in connection with the alleged breach, Seller commences legal action against Buyer on or before the first (1st) anniversary of the Closing Date.

7. **Title Matters**. Title examination shall be conducted as follows:

(a) Title. At least 15 days prior to the Closing Date, Buyer shall obtain from its title agent, at Seller's expense, a commitment for an ALTA Form B 2006 Owner's Policy of Title Insurance ("**Title Commitment**") committing to insure marketable title to the Property in Buyer in the amount of the Purchase Price and issued by Buyer's title company. The Title Commitment shall include complete and accurate copies of all matters described in Schedule B thereof.

(b) Buyer's Objections. Within five (5) days after receiving the Title Commitment, Buyer shall notify Seller of any matters which renders title in Seller as being unmarketable ("**Objections**"). Buyer's failure to make Objections within such time period will constitute a waiver of Buyer's right to make Objections. Buyer shall be deemed to have automatically made Objections to any mortgage, judgment, tax lien, mechanic's lien and any other monetary lien against the Property (collectively "**Monetary Liens**"). Any matter not objected to by Buyer shall be a "**Permitted Encumbrance**" hereunder. Seller will have thirty

(30) days after receipt of the Objections (the "**Cure Period**") to cure the Objections, during which the Closing will be postponed as necessary; provided, however, that Seller shall pay Monetary Liens out of proceeds from Closing on the Closing Date if they are not satisfied prior thereto. If the Cure Period expires prior to the Closing Date, Buyer shall have the right to extend the Cure Period to the Closing Date. Seller shall use commercially reasonable efforts to correct any Objections but shall not be required to expend more than $1,500 in doing so. If the Objections are not cured within the Cure Period, Buyer will have the option to do any of the following by notice to Seller and to Buyer's title company:

(i) Terminate this Agreement within five (5) days after the expiration of the Cure Period; or

(ii) Waive the Objections and close the transaction contemplated by this Agreement as if such Objections had not been made.

8. **Assignment**. Buyer shall not assign this Agreement without the prior written consent of Seller.

9. **Notices**. Any notice required or permitted to be given hereunder will be properly given in accordance with this Agreement, if in writing and (i) delivered by hand, (ii) sent by recognized overnight courier (such as Federal Express), (iii) sent via facsimile with confirmation receipt, or (iv) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Seller: Minnesota Municipal Power Agency
c/o Avant Energy, Inc.
200 South Sixth Street, Suite 300
Minneapolis, MN 55402
Attention: President
Fax # 612-349-6108

With a copy to: Lindquist & Vennum PLLP
4200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Attention: Laurance R. Waldoch, Esq.
Fax # (612) 371-3207

If to Buyer: City of East Grand Forks
600 DeMers Avenue N.W. P. O. Box 322
East Grand Forks, MN 56721-0322
Attention: City Administrator
Fax # 218-773-9728

With a copy to: Galstad, Jensen & McCann, P.A.
1312 Central Ave. N.E.
East Grand Forks, MN 56721
Attention: City Attorney
Fax # 218-773-8950

And: EGF Water, Light Power and Building Commission
600 DeMers Avenue N.W. P. O. Box 322
East Grand Forks, MN 56721-0322
Attention: General Manager
Fax # 218-773-6127

Notice shall be effective, and the time for response to any notice by the other party shall commence to run, one (1) business day after any such deposit if by overnight carrier, or three (3) days if by U.S. Mail, or the day of receipt if delivered by hand or facsimile (provided actual receipt is shown by acknowledgment *via* email or other writing from the recipient, or by an affidavit of delivery). Either Seller or Buyer may change its address for the service of notice by giving notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

10. **Remedies**. Time is of the essence of this Agreement.

(a) If Buyer defaults in performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21.

(b) If Seller defaults in performance of its obligations under this Agreement and fails to Close, Buyer may elect either to: (i) terminate this Agreement by giving three (3) days written notice to Seller; or (ii) file an action for specific performance.

(c) A party defaulting under this Agreement or any of its respective Closing Documents shall pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

11. **General.** The Section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between Seller and Buyer and supersedes any prior oral or written agreements between them regarding the Property. There are no verbal agreements that change this Agreement, and no amendment of any of its terms will be effective unless in writing and executed by both Seller and Buyer. This Agreement binds and benefits Seller and Buyer and their respective successors and assigns. This Agreement has been made under, and will be interpreted and controlled by, the laws of the State of Minnesota. In the event the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. All Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an

original and together which shall constitute one and the same Agreement. Buyer and Seller acknowledge that they have each been represented by counsel and that their respective counsel have reviewed and approved this Agreement, and the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The submission by Buyer to Seller or Seller to Buyer of this Agreement in an unsigned form shall be deemed to be a submission solely for consideration and not for acceptance and execution. Such submission shall have no binding force or effect, and shall not confer any rights or impose any obligations, irrespective of any reliance thereon, change of position or partial performance.

[signature pages follow].

Seller and Buyer have executed this Agreement as of the latest of the dates set forth on the signature pages hereof.

BUYER:
CITY OF EAST GRAND FORKS, a Municipal Corporation organized under the law of the State of Minnesota

By:_____
Lynn Stauss, Mayor

and

By:_____
Scott M. Huizenga,
City Administrator

SELLER:
MINNESOTA MUNICIPAL POWER AGENCY

By:_____

Name: _____

Title: _____

SCHEDULE OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Form of Wind Energy Easement Agreement

EXHIBIT A

Legal Description of Property:

That part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 31, Township 152 North, Range 49 West of the Fifth Principal Meridian, Polk County, Minnesota, described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 03 minutes 45 seconds East, assumed bearing along the west line of said Southwest Quarter, a distance of 1242.88 feet to a line parallel with and distant 66.00 feet south from the southerly right of way line of U.S. Trunk Highway Number 2; thence South 89 degrees 38 minutes 05 seconds East along said parallel line a distance of 2951.35 feet to the point of beginning; thence South 00 degrees 03 minutes 45 seconds West a distance of 362.26 feet; thence North 89 degrees 56 minutes 15 seconds West a distance of 20.00 feet; thence North 00 degrees 03 minutes 45 seconds East a distance of 108.36 feet; thence North 89 degrees 24 minutes 27 seconds West a distance of 301.26 feet to a line parallel with and distant 25.00 feet west of the west line of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 35 minutes 33 seconds West along said parallel line a distance of 318.82 feet to said southerly right of way line of U.S. Trunk Highway Number 2; thence South 89 degrees 38 minutes 05 seconds East along said right of way line a distance of 58.00 feet to a line parallel with and distant 33.00 feet east of said west line of said Southwest Quarter of the Southeast Quarter; thence South 00 degrees 35 minutes 33 seconds West along said parallel line a distance of 66.00 feet to said line which lies 66.00 feet south and parallel with the southerly right of way line of U.S. Trunk Highway Number 2; thence South 89 degrees 38 minutes 05 seconds East along said parallel line a distance of 260.92 feet to the point of beginning.

Subject to a perpetual easement for access proposes over and across the north 50.00 feet of the west 58.00 feet thereof.

EXHIBIT B
Form of Wind Energy Easement Agreement

(to be attached)

MMPA HOMETOWN WIND PROJECT
WIND ENERGY EASEMENT AGREEMENT

City of East Grand Forks

This Wind Energy Easement Agreement ("Agreement") is made effective _____, 2011, by and between Minnesota Municipal Power Agency ("MMPA" or "Grantee"), and The City of East Grand Forks, a Municipal Corporation organized under the law of the State of Minnesota ("Landowner" or "City"). Landowner and Grantee are sometimes referred to in this Agreement as a "Party" or collectively "the Parties."

RECITALS:

WHEREAS, MMPA is a municipal power agency, formed pursuant to Minn. Stat. § 453.01- 453.62, as amended, and

WHEREAS, Landowner or the City of East Grand Forks, Minnesota, is a member of MMPA; and

WHEREAS, MMPA has developed a wind energy project, known as the "MMPA Hometown Wind Project," involving the installation of one wind turbine in or near the city limits of each of its eleven member cities.

WHEREAS, Landowner desires to grant certain easements in connection with such wind energy project subject to the following terms and conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easements**. Landowner hereby grants and conveys to MMPA the following easements upon, over, across, and under the real property of Landowner located in the County of Polk, State of Minnesota (the "Easements"). The property subject to the Easements consists of approximately 2.0 acres of land and is legally described on Exhibit A attached hereto and incorporated herein (the "Property"):

   (a) Wind Energy Easement: An exclusive easement in gross for Wind Energy Purposes, on, over and across the entire Property. Grantee shall have the exclusive right to use the Property for Wind Energy Purposes and to derive all profits

therefrom. For purposes of this Agreement, "Wind Energy Purposes" means capturing and converting wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto, and shall include the prohibition of the obstruction of the free flow of wind over and across the Wind Easement Area. The "Wind Easement Area" means that entire area of the Property vertically above the surface thereof (assuming it to be a horizontal plane) 90 degrees and horizontally 360 degrees from the point where the wind turbine is situated a distance of 80 feet from the wind turbine or to the boundary of the Property, whichever distance is less.

(b) Construction, Maintenance, and Repair Easement: An exclusive Easement in gross that permits MMPA to construct a wind turbine on the Property in a location mutually acceptable to the Parties, and to operate, maintain and repair such wind turbine throughout the term of this Agreement and any extensions thereto. The wind turbine will consist of a tubular galvanized steel tower approximately 80 feet high, including related foundations, electrical transmission facilities, perimeter fencing, and related facilities (the "Wind Energy Facilities").

(c) Access Easement: A non-exclusive right of ingress and egress over and across the Property for the right to move construction equipment, including cranes and other vehicles, across the Property as reasonably necessary to construct, maintain, monitor, repair, and/or remove the Wind Energy Facilities.

(d) Benefits and Term: All of the Easements granted by Landowner to Grantee in this Agreement shall provide to Grantee, and its successors and/or assigns, the benefit, use, and enjoyment of any and all easements, privileges, and appurtenances benefiting, belonging to, or inuring to the benefit of the Landowner and pertaining to the Property. All such Easements shall remain in effective for the entire term of this Agreement and any extensions thereto and shall run with the land.

(e) Right to Record. Landowner and MMPA agree that MMPA has the ongoing and continuous right to record this Agreement or a Memorandum of Easement evidencing this Agreement, at MMPA's sole discretion, in the public records of the county in which the Property is located. Landowner

agrees to execute such documents as may be necessary to accomplish such recordation.

2. **Use of Property by Landowner**. Subject to the Easements, the Property may be used by Landowner throughout the term of this Agreement in accordance with and subject to the following terms:

2.1 No Interference with Wind Energy Facilities. Such usage shall not in any way interfere with the Wind Energy Facilities, or the maintenance, monitoring, operation, or repair of such facilities.

2.2 No Items Near Wind Turbine. No structures, fences, landscaping items, trees, or other items shall be built, installed, or planted within twenty feet of the foundation of the wind turbine, or any wind turbine fence surrounding the wind turbine. Further, no obstructions should violate the easement for the Wind Energy area set forth in Section 1(a) hereof.

2.3 Structure Limitation. No structure higher than one story shall be built on any portion of the Property during the term of this Agreement.

2.4 Soil Conditions and Weed Control. Landowner shall control all grass or other landscaping on the Property. MMPA shall have no responsibility regarding such matters, as soil condition, weed control, or the like on the Property.

3. **Setback Waiver**. To the full extent allowed by law, the City hereby waives any and all setback requirements which may be set forth in any zoning ordinances or other law ("Setback Waiver") that would otherwise require any Windpower Facilities (including what is the wind turbine) to be set back from the property lines of the Property or from structures on the Property.

4. **Term**. The Term of this Agreement shall commence on the effective date and continue thereafter for a 30-year period, ending December 9, 2041. The Agreement may be extended by MMPA, at its option, beyond said Term for up to five additional five year periods. This right to extend may be exercised by delivery of a written request for such extension at least ninety days prior to the expiration of this Agreement or any then existing extension thereof.

5. **Payments.** In consideration for the rights granted hereunder, MMPA will make the following payment:

5.1 Payment to City Public Utility Commission or Division. MMPA will make a payment of $20,000 to the Public Utility Commission or Division of the City within 90 days of the Effective Date.

5.2 Purposes of Payment. In addition to serving as consideration for all rights granted under this Agreement, the $20,000 payment is intended to compensate the respective city utility for connecting the distribution transformer of the wind turbine to the local electrical distribution system.

5.3 Making, Monitoring, and Maintaining Connection. The City, through its public utility commission, hereby agrees to accept all responsibility for making, monitoring, and maintaining the connection between the wind turbine transformer and the local electrical distribution system. The City agrees that the $20,000 amount will remain with the utility commission or division in view of the present and future obligations to be met by the utility commission or division under this Agreement.

5.4 No Other Payments. No other payments or rent will be paid by MMPA to the Landowner or any other party during the term of this Agreement.

6. **Ownership of Wind Energy Facilities.**

6.1 Ownership Rights of MMPA. MMPA shall have all ownership rights in the Wind Energy Facilities, and shall own and control all electrical power generated by the Wind Energy Facilities.

6.2 No Ownership of Wind Energy Facilities by Landowner. Landowner shall have no ownership or other interest in any other Wind Energy Facilities installed on the Property and MMPA may remove any or all Wind Energy Facilities at any time.

6.3 Removal of Wind Energy Facilities. In the event that MMPA removes the Wind Power Facilities during the term of this Agreement or upon the termination of this Agreement, MMPA shall, at its own expense, remove all aspects of the Wind Energy Facilities, including the foundation, and provide such grading as may be appropriate to return the land to its approximate condition prior to the installation of the Wind Energy Facilities.

7. **MMPA's Representations, Warranties, and Covenants.** MMPA hereby represents, warrants, and covenants to Landowner that:

7.1 Indemnification. MMPA will indemnify Landowner against liability for physical damage to property and for physical injuries to any person only to the extent caused by MMPA's operations or activities in the Property. The reference to personal property in the preceding sentence does not include any consequential or incidental damages, or any losses of rent, business opportunities, profits, and the like that may result from owner's loss of use of the portion of the Property occupied by Wind Energy Facilities.

7.2 Insurance. In addition, MMPA shall maintain liability insurance, insuring MMPA and Landowner if loss caused by MMPA's use of the Property under this Agreement (the "Policy"). The Policy shall provide for a coverage limit of at least two million dollars ($2,000,000.00). Under such a Policy, Landowner will be named as an additional insured with respect to operations or activities of MMPA but only to the extent that Landowner is held liable for damage and injury caused by such operations or activities for which MMPA has agreed to indemnify Landowner pursuant to § 7.1. No coverage is provided for liability arising out of Landowner's or its tenants, invitees, or permittees' own negligence or misconduct.

7.3 Certificate of Insurance. MMPA agrees to supply Landowner with a certificate of insurance that shows insurance coverage provided under the Policy, as Landowner may reasonably request. Landowner and MMPA each agree that nothing in this section regarding indemnity or insurance shall be a waiver of any immunity which either Landowner or MMPA may have under Minnesota statutes, except to the extent that valid and collectible insurance exceeds applicable limits and covers the claim, as set forth in Minnesota Statute Section 466.06.

7.4 Requirements of Governmental Agencies. MMPA, at its expense, shall comply in all material respects with valid and applicable laws, ordinances, statutes, orders and regulations of any governmental agency in connection with the installation and operation of the Wind Energy Facilities. MMPA shall have the right and sole discretion to contest by appropriate legal proceedings, brought in the name of MMPA or in the name of both MMPA and Landowner where

appropriate and required, the validity or applicability to the Property or Wind Energy Facilities of any law, ordinance, statute, order, regulation, property assessment or the like, now or hereafter made or issued by any federal, state, county, local, or other governmental unit or entity. Landowner shall cooperate in every reasonable way in such contest, at no out-of-pocket expenses to Landowner. Any contest or proceeding, including any maintained in the name of Landowner, shall be controlled and directed by MMPA.

8. **Landowner's Representations, Warranties, and Covenants.** Landowner hereby represents, warrants and covenants as follows:

8.1 Landowner's Authority. Landowner is the sole owner of the Property and holds fee simple title to the surface estate of the Property. There are no liens, encumbrances, mortgages, or leases affecting the Property as of the date hereof, or, alternatively, Landowner shall obtain within 30 days of the effective date hereof subordination agreements from any existing holder of any lien, encumbrance, mortgage, or lease affecting the Property. Landowner has the unrestricted right and authority and has taken all necessary action to authorize Landowner to execute this Agreement and to grant to MMPA the rights granted hereunder. Each person signing this Agreement on behalf of Landowner is authorized to do so. When signed by Landowner, this Agreement constitutes a valid and binding agreement enforceable against Landowner and the Property in accordance with its terms.

8.2 Restrictive Covenant – No Interference. MMPA shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement. Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the development, construction, installation, maintenance or operation of Wind Energy Facilities; access over the Property to such Wind Energy Facilities; any MMPA activities or easements; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, the activities of Landowner shall not interfere with the wind speed or wind direction over the Property; whether by planting trees or constructing buildings or other structures. For this purpose, the height of planted trees will be deemed to be their expected height at full maturity. Landowner further warrants

and represents that there are no pending or, to Landowner's knowledge, threatened condemnation or similar proceedings, lawsuits or other claims which may affect the Property.

8.3 Liens and Tenants. Except as disclosed to MMPA in writing, there are no liens, encumbrances, leases, mortgages, deeds of trust, mineral or oil and gas rights, options, rights of refusal, preferential rights to purchase or lease or other exceptions to Landowner's fee title ownership of the Property which are not recorded in the public records of the County in which the Property is located.

8.4 Requirements of Governmental Agencies; Cooperation. Landowner shall assist and fully cooperate with MMPA, at no out-of-pocket expense to Landowner, in complying with or obtaining any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews, or any other permits or approvals required for the financing, construction, installation, relocation, replacement, maintenance, operation or removal of Wind Energy Facilities on the Property, including execution of applications for such permits or approvals if required. In connection with any applications for such approvals, Landowner agrees at MMPA's request to support such application (at no out-of-pocket expense to Landowner) at any administrative, judicial or legislative level. In the event that any laws, rules, regulations or ordinances of any governmental agency provide for setbacks or otherwise restrict the location of any Wind Energy Facilities to be installed on the Property or adjacent properties, Landowner shall cooperate with MMPA in obtaining waivers of such setbacks and shall execute any documents reasonably requested by MMPA to evidence such waiver of such setbacks.

8.5 Indemnity. Landowner will indemnify MMPA against liability for physical damage to property and for physical injuries to any person, to the extent caused by the operations or activities of Landowner or Landowner's invitees, employees, tenants, agents or contractors.

8.6 Lateral Support. Grantee shall have and exercise the right of subjacent and lateral support for Wind Energy Facilities on the Property to whatever extent is necessary for the safe construction, operation and maintenance of Wind Energy

Facilities. Landowner expressly covenants that Landowner shall not excavate so near the sides of or underneath the Wind Energy Facilities as to undermine or otherwise adversely affect their stability.

9. **Termination**.

9.1 Grantee's Right to Terminate. MMPA shall have the right to terminate this Agreement, as to all or any part of the Property at any time and/or for any reason, effective upon notice to Landowner from MMPA.

9.2 No Terminations by Landowner. Landowner shall not have the right to terminate this Agreement without the consent of MMPA.

9.3 Removal of Wind Energy Facilities. In the event MMPA terminates this Agreement, MMPA shall remove the Wind Energy Facilities, including the wind turbine and all related items, including foundations from the Property, in accordance with Section 6.3 of this Agreement.

10. **Arbitration**. All disputes which in any manner arise out of or relate to this Agreement or the subject matter hereof, shall be resolved in the first instance amicably by meetings among members of designated representatives of Landowner and MMPA. If such meetings are unsuccessful, then such dispute shall be resolved exclusively by arbitration pursuant to the rules and procedures of the American Arbitration Association (the "AAA") conducted pursuant to the laws of the state of Minnesota.

11. **Notices**. All notices, requests, demands, waivers, approvals, consents, and other communications required or permitted by this Agreement shall be given in writing by personal delivery (confirmed by courier delivery service), or facsimile, receipt confirmed, or first class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Landowner:
City of East Grand Forks,
600 DeMers Avenue N.W.
P.O. Box 322
East Grand Forks, MN
56721-0322
Attn: City Administrator

If to Grantee:
Minnesota Municipal
Power Agency
c/o Avant Energy Services, Inc.
200 South Sixth St., Ste. 300
Minneapolis, MN 55402

12. **City's Representation, Warranties, and Covenants**. City hereby represents, warrants and covenants that City has the unrestricted right and authority and has taken all necessary action to authorize City to execute this Agreement and to grant to MMPA the rights granted hereunder. Each person signing this Agreement on behalf of City is authorized to do so. When signed by City, this Agreement constitutes a valid and binding agreement enforceable against City and the Property in accordance with its terms. The activities of City on the Property shall not interfere with the wind speed or wind direction over the Property or MMPA's and Landowner's use thereof. City has no knowledge of any pending or threatened condemnation or similar proceedings, lawsuits or other claims which may affect the property.

13. **Miscellaneous**.

13.1 This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Landowner and MMPA.

13.2 This Agreement may be signed in counterparts by the parties hereto.

13.3 MMPA may assign this Agreement at any time without Landowner's consent provided that the same shall not release MMPA from any of the obligations arising under this Agreement.

13.4 If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of the Agreement, which shall continue in full force and effect.

13.5 Headings set forth herein are for convenience, only and are not to be construed against the content of any paragraphs herein.

13.6 This Agreement shall be construed in accordance with the laws of Minnesota, excluding conflict of laws provisions.

13.7 This Agreement may not be modified or changed except by the written agreement of both Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first written above.

"Landowner"

City of East Grand Forks, a Municipal Corporation organized under the law of the State of Minnesota

By:_____
Lynn Stauss, Mayor

and

By:_____
Scott M. Huizenga,
City Administrator

"Grantee"

Minnesota Municipal Power Agency

By:_____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of November, 2011, by Lynn Stauss, Mayor of East Grand Forks, Minnesota, on behalf of said City of East Grand Forks, Minnesota.

_____
Notary Public

Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of November, 2011, by Scott M. Huizenga, City Administrator of East Grand Forks, Minnesota, on behalf of said City of East Grand Forks, Minnesota.

_____
Notary Public

Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of_____, 2011, by _____ _____, as the _____ of Minnesota Municipal Power Agency, a political subdivision of the State of Minnesota, on behalf of said Agency.

_____
Notary Public

Name: _____
My Commission Expires: _____

This Instrument Was Drafted By:
Lindquist & Vennum PLLP
4200 IDS Center – 80 S. 8th Street
Minneapolis, MN 55402
Phone: (612) 371-3211

EXHIBIT A:
Legal Description of Property