

**AGENDA
SPECIAL CITY COUNCIL MEETING
CITY OF EAST GRAND FORKS
SEPTEMBER 11, 2012
5:00 P.M.**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

NEW BUSINESS

1. Consider adopting Resolution No. 12-09-93 approving plans and specifications and ordering advertisements for bids for 2012 Assessment Job No. 4 – Utilities and Street Construction

ADJOURN

Request for Council Action

Date: August 29, 2012

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: File Plans/Specifications – 2012 Assessment Job No. 4 – Utilities and Street Construction

Background:

I would like to file the plans and specifications for the above referenced project, get authorization to advertise and set bid date.

I will also bring a Report of Feasibility for the project area.

Recommendation:

File plans/specifications, advertise and set bid date

Enclosures:

Plans/Specifications and Report of Feasibility will be filed at the Council meeting

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
SEPTEMBER 11, 2012
5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Parks Legacy and Regional Park Grant Application – Nancy Ellis/Dave Aker**
- 2. Memorandum of Understanding Covering Public Participation – Teri Kouba**
- 3. Transit Procurement Policy – Teri Kouba**
- 4. Standard Operating Procedures & Policy Reference – Teri Kouba**
- 5. Pinehurst Court Alley – Scott Huizenga**
- 6. Dakota Carrier Network Fiber Optic Agreement – Ron Galstad**
- 7. Refinancing Bonds – Brenda Krueger/Karla Anderson**
- 8. American Crystal Copper Nitrate Agreement – Jason Stordahl**
- 9. Cemetery Commission Update – Wayne Gregoire**

ADJOURN

Upcoming Meetings

Regular Meeting – September 18, 2012 – 5:00 PM – Council Chambers

Work Session – September 25, 2012 – 5:00 PM – Training Room

Regular Meeting – October 2, 2012 – 5:00 PM – Council Chambers

Work Session – October 9, 2012 – 5:00 PM – Training Room



Parks Legacy and Regional Park Grant Program

FY 2013 Grant Application

Use this application for both the Park Legacy and the Regional Park grant programs. These programs are identical except for the funding source and match requirements. The Park Legacy grants are funded with the Parks and Trails Fund and require no matching funds. The Regional Park grants are funded with the Environment and Natural Resources Trust Fund and require a 40% non-state match in the form of cash, donations, or in-kind services. Enter the amount of your grant request and match commitment in Item 1 for each grant program you are applying to.

Before completing this application please read the FY 2013 Park Legacy Program Manual and the FY 2013 Regional park program manual for further information Applicants may use the form provided for each item presented in the application or reproduce it in the same format. Please do not send your applications in binders, folders, or other plastic – a simple clip is enough. Use **Item 1 – Application Summary** as your cover sheet.

These programs are very competitive. Staff members are available to discuss your project or review application materials. You are encouraged to submit draft application or materials by September 3 if you would like staff to provide comments. Applications that are not complete or submitted by the application deadline will not be considered for funding.

For assistance, please contact

Joe Hiller	651/259-5538	joe.hiller@state.mn.us
Audrey Mularie	651/259-5549	audrey.mularie@state.mn.us

DNR Information Center: 1-888-646-6367 (Outside of the Metro Area)
651/296-6157 (Metro Area)

You may now submit your completed application either by mail or electronically.

By mail: Submit your application to:

Local Grants Program
Department of Natural Resources, Division of Parks and Trails
500 Lafayette Road, Box 52, St. Paul, Minnesota 55155-4052

Applications must be received or postmarked by September 28, 2012.

Electronically: Send a pdf version of your application to Joe or Audrey at the email address above. Have them confirm that your application has arrived in a useable form by the September 28, 2012 deadline.

ITEM 3- Project Narrative: Master Conceptual Plan

The concept behind the plan for LaFave Park is to create a family atmosphere, full of activities for the whole family to enjoy, while keeping the natural environment. Some activities include fishing (boat access is already present and shore fishing), a shaded picnic area and a natural playground. This plan also keeps the school activities held on this site, such as football games and bonfires. Open turf areas are great locations for family games, street fairs or music festivals.

This park is designed to keep pedestrians safe, but utilizing "signal trees" (trees that have a distinctive quality, such as form or color, to alert pedestrians), bollards to allow pedestrians and non-motorized transportation on trails, dedicated road crossings and keeping activities in proximity to keep crossing to a minimum.

The riparian area, or "no mow" area, has many benefits, including a naturalized area that slows and filters runoff, is aesthetically pleasing and requires less maintenance.

Lookout Area Concept

This area has the best views in the park, overlooking the riparian area, the Greenway, and the forks of the Red and Red Lake Rivers, making it an ideal location for viewing. This area features vegetation and shade for comfort, formal (benches) and informal seating (boulders), trash receptacle and is next to the trail system. This location is perfect for historical information; signage can direct views while education visitors.

Natural Playground Concept

Natural playgrounds differ from traditional playgrounds because they feature natural environmental elements versus manufactured equipment. Natural play environments are designed to stimulate children's imagination and engage them in the outdoor world, instead of a structured play area. Natural playgrounds also educate children of natural processes. Natural playgrounds can easily be designed to encourage play at all skill levels, as this particular natural playground was designed. The parking lot has 8 spots (one ADA) and has a turnaround to accommodate vehicular traffic.

Some features of this play area will include: Hedge Maze for exploration, hiding and games; "Jungle" or "Sensory" Garden to explore and stimulate children; Sand River/Lake for play with boulder, rope, or bridge crossings; Concrete Slide; Berm "Field" for hiding and games; Rock "Pile" for climbing; Central "viewing" location for guardians; Bridges to walk over or crawl under; Vegetative Enclosures for children's safety

Fishing along Shore

There will be dedicated locations along the riverbank that allows fishing. This area features graveled or small aggregate base with access to the roadway, formal (bench) and informal seating (boulder), an adjustable fishing platform and trash receptacle. Parking will also be provided.

Optional Planting List

(plants are native, flood tolerant, or low maintenance)

Sandbar Willow

Swamp White Oak

Eastern Cottonwood

Bur Oak

Red and Silver Maple Hybrid, such as Freeman

Linden

River Birch

Eastern Redbud

Spruce (tree and shrub)

Juniper

Yew

Amur Maple

Barberry

Burning Bush

Hydrangea

Spirea

Ninebark

Hosta

Feather Reed Grass

Blue Fescue

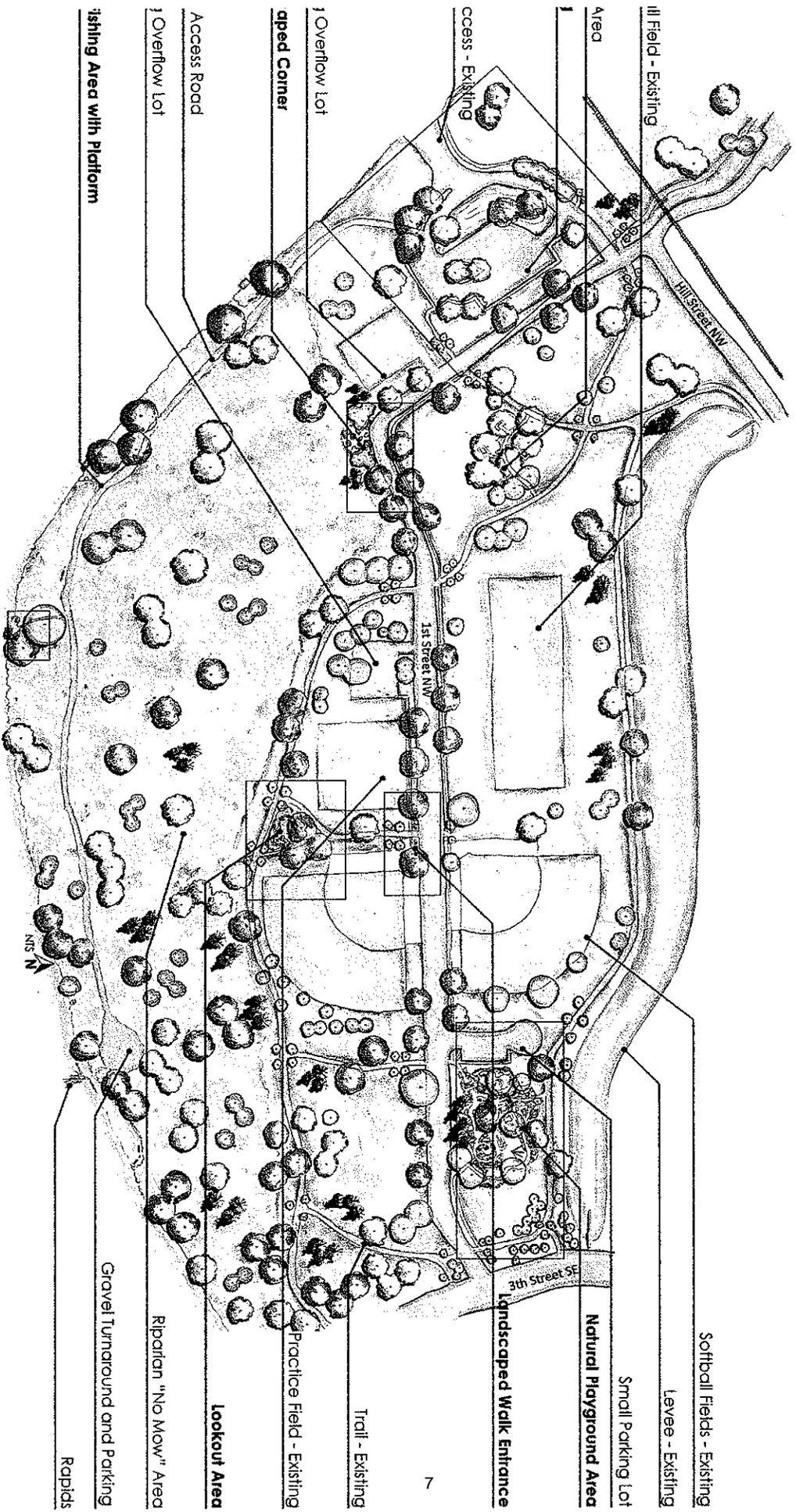
Blue Oat Grass

Bee Balm

Daylily

Coral Bells

Conceptual Plans



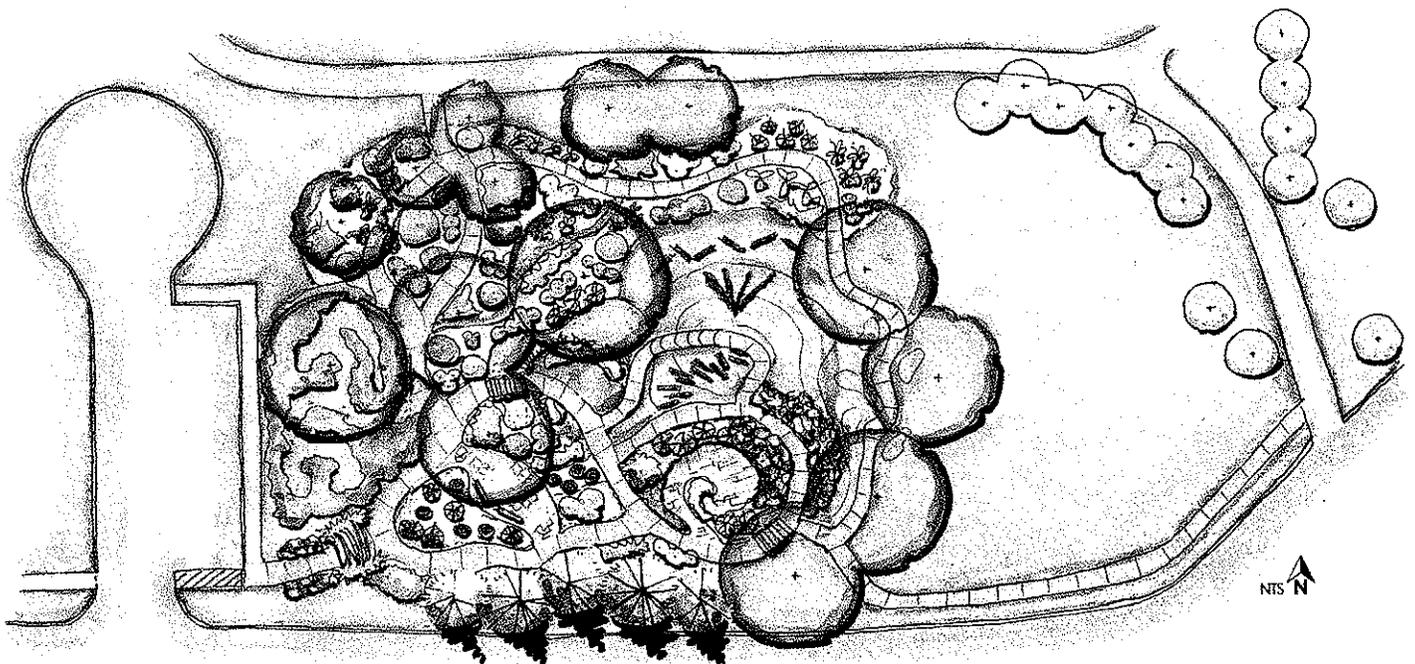
NATURAL PLAYGROUND CONCEPT

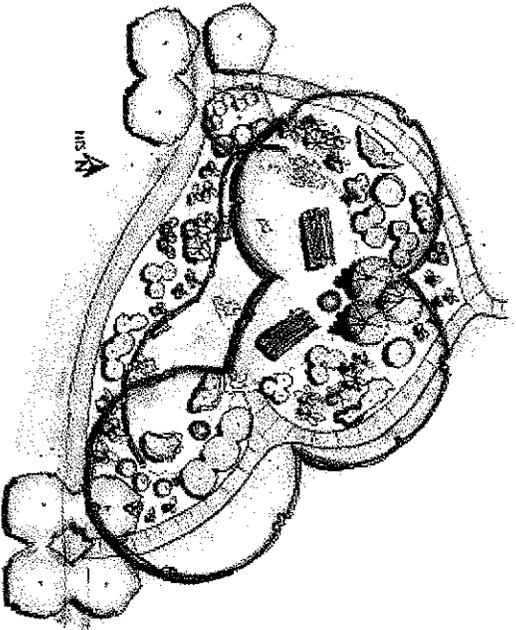
Natural playgrounds differ from traditional playgrounds because they feature natural environmental elements versus manufactured equipment. Natural play environments are designed to stimulate children's imagination and engage them in the outdoor world, instead of a structured play area. Natural playgrounds also educate children of natural processes. Natural playgrounds can easily be designed to encourage play at all skill levels. The parking lot has 8 spots (one ADA) and has a turnaround to accommodate vehicular traffic.

Natural playgrounds can be developed as funds become available, and are great opportunities for the community or organizations to be involved.

Some features of this play area could include:

- Hedge Maze for exploration, hiding and games
- "Sensory" Garden to explore and stimulate
- Sand River/Lake Play area
- Wetlands Play area
- Natural Slide
- Berm "Field" for hiding and games
- Rock "Pile" for climbing
- Central observation location for guardians
- Bridges to walk over or crawl under
- Wood Wind Chime Station, wheelchair accessible
- Vegetative Enclosures for children's safety





LOOKOUT AREA CONCEPT

This area has the best views in the park, overlooking the riparian area, the Greenway and the fork of the Red and Red Lake Rivers, making it an ideal location for viewing. This area features vegetation and shade for comfort, formal seating (benches), informal seating (boulders), and trash receptacle and is located near the trail system. This location is perfect for historical information; the interpretive panels will educate visitors.

LANDSCAPING ALONG ROAD CONCEPT

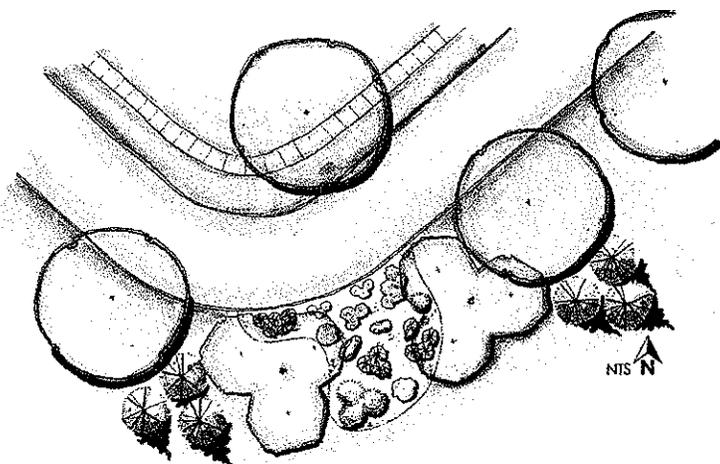
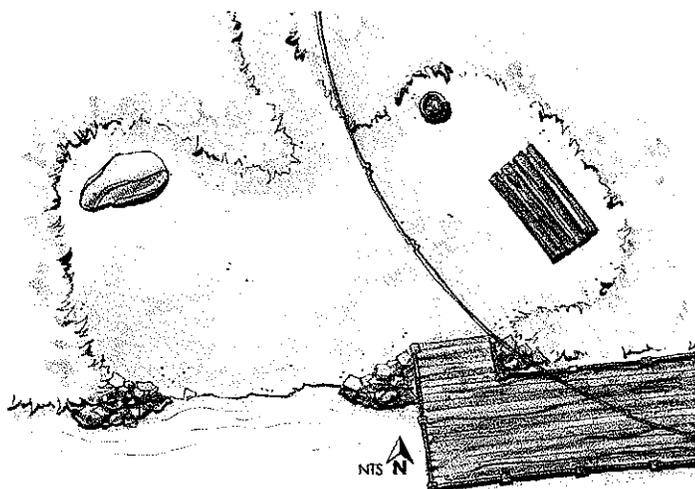
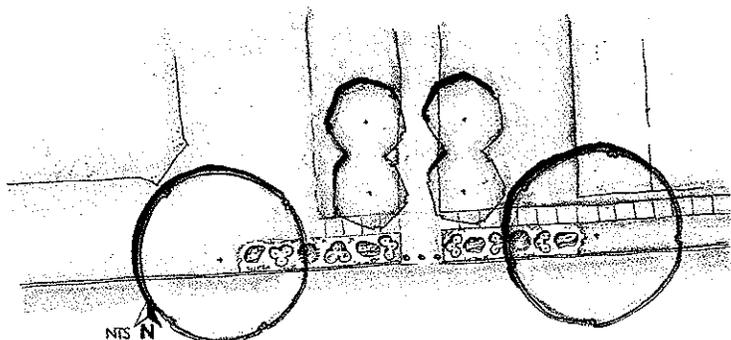
This area originally had partial paved road access. As with the landscaped corner, this area will no longer allow vehicular access. To deter vehicles from driving, a permanent solution is needed, including curb and gutter, bollards, vegetation and boulders. No area will be wide enough to allow a vehicle through.

FISHING ALONG SHORE

This image suggests a typical location along the riverbank that allows fishing. This area features graveled or small aggregate base with access to the roadway, formal seating (bench), informal seating (boulder), an adjustable fishing platform and trash receptacle.

LANDSCAPED CORNER

Originally, a gravel road continues southwest off the paved road, toward the river. The vehicular traffic inhibits natural growth of the riparian area. By adding vegetation and boulders, this area would limit access to traffic and signal that this area is no longer drivable. Grasses and trees will fill in the riparian area. No area will be wide enough to allow a vehicle through.



RESOLUTION NO. 12 – 09 - 98

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

WHEREAS, the City of East Grand Forks has identified Greenway Maintenance and Improvements, with specific respect to LaFave Park, as a high priority in its Capital Improvements Plan;

WHEREAS, livability, walkability, health, and wellness in natural landscapes is a vital component of a vibrant community;

WHEREAS, the City of East Grand Forks approved its updated Greenway Trail Plan via Resolution 12-08-83; which includes major upgrades, enhancements, and long-term maintenance plans in LaFave Park;

WHEREAS, the Minnesota Department of Natural Resources (DNR) announced a request for eligible projects for its Parks and Trails Legacy Grant Program available to Greater Minnesota jurisdictions;

WHEREAS, the City of East Grand Forks has identified the LaFave Park area of the Greenway Trail as an eligible and highly-competitive use of the Parks and Legacy Grant Program;

THEREFORE, BE IT RESOLVED that the City of East Grand Forks acts as legal sponsor for the project contained in the Park Legacy and/or Regional Park Application to be submitted on 28 September 2012 and that Scott Huizenga, City Administrator or his successors is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of East Grand Forks.

BE IT FURTHER RESOLVED that the City of East Grand Forks has the legal authority to apply for financial assistance, and financial capability to meet the match requirement and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of East Grand Forks has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described on Item 4.

BE IT FURTHER RESOLVED that the City of East Grand Forks has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of East Grand Forks may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of East Grand Forks certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of East Grand Forks on September 18, 2012.

SIGNED:

WITNESSED:

Council President _____

Request for Council Action

Date: September 11, 2012
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Teri Kouba, Planner – EGF Transit
RE: MOU for Public Comment on Fare and Service Changes

GENERAL INFORMATION:

In June 2012 FTA came and did a review of East Grand Forks and Grand Forks transit. In this review it was pointed out that there was no policy for public comment on fare and major service changes. Currently the MPO Public Participation Policy is used for all transit public comment but it does not specifically have any statements for fare and major service changes. The attached MOU will cover this finding by the FTA review process.

RECOMMENDATION:

Staff recommends adoption of the MOU.

Support Material:

- Memorandum of Understanding Covering Public Participation within the Grand Forks-East Grand Forks Metropolitan Area

Memorandum of Understanding Covering Public Participation within the Grand Forks-East Grand Forks Metropolitan Area

This Memorandum of Understanding (MOU) is between the Grand Forks-East Grand Forks Metropolitan Planning Organization, hereinafter “MPO,” and the city of Grand Forks and the city of East Grand Forks, hereinafter collectively “Public Transportation Operator.”

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions; 23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134 and 135; and 49 U.S.C. 5303 and 5304; and

WHEREAS, The regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – Metropolitan Transportation Planning and Programming direct that the metropolitan planning organization (MPO) and Public Transportation Operators shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operator is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 135 and 49 U.S.C. 5303 and 5304, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 5307 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by Amtrak; and

WHEREAS, nothing in this MOU shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, the MPO and the Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 135, 49 U.S.C. 5303 and 5304, 23 C.F.R. 450, and 23U.S.C 5307, as amended, and the provisions of this Memorandum of Understanding, in which it is mutually agreed that each agency has the following responsibilities:

I. Public Comment Process on Fare / Service Changes

The parties must solicit and consider public comment before implementation of all changes in fares or significant changes in service.

A. Metropolitan Planning Organization

- Prepare and maintain a Long Range Transportation Plan that includes the operational and financial plans for the Public Transportation Operators
- Periodically consider amendments to the LRTP that may cause change in fares and/or changes in public transportation services
- Process proposed amendments in accordance with the adopted MPO’s Public Participation Plan

B. Public Transportation Operator

- Participate in the preparation and maintenance of the LRTP.
- Periodically consider changes to fares and/or services.
- Process proposed changes in fares and/or services as proposed amendments to the MPO’s LRTP.
- Participate in the public process as provided in the MPO’s Public Participation Plan

II. Definitions of Service changes

A. Definition of Temporary Service Changes

Temporary service changes are those that are in effect for a limited time period due to road construction, special events, etc., and are not intended to be permanent.

Temporary service changes shall be made administratively by the Public Transportation Operator. If a temporary service change is to become permanent, it should be evaluated to determine if it is minor or significant based on the following criteria.

B. Definition of Significant Service Changes

Route or service changes are considered significant if any of the following apply:

1. Elimination of a route
2. Addition of a route
3. Any change in routes in excess of 25% of the existing route mileage

4. Route changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies

All significant route changes would be subject to the amendment process of the MPO's LRTP and implemented after approval by the MPO.

C. Definition of Minor Service Changes

Route or service changes are considered minor if they are less than 25% of existing route mileage. Minor service changes shall be made upon approval of the Public Transportation Operator.

III. Period of Agreement

1. This Memorandum of Understanding shall be effective upon execution by the MPO and the Public Transportation Operator and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Understanding will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Understanding.
2. Any amendments to this Memorandum of Understanding must be mutually agreed to in writing.
3. It is mutually agreed that this Memorandum of Understanding will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

The parties hereto execute this Memorandum of Understanding through their authorized representatives:

METROPOLITAN PLANNING ORGANIZATION

By _____
Chair of Grand Forks-East Grand Forks
Metropolitan Planning Organization

Date

PUBLIC TRANSPORTATION OPERATOR: City of Grand Forks, ND

By _____
Mayor of Grand Forks, ND

_____ Date

PUBLIC TRANSPORTATION OPERATOR: City of East Grand Forks, MN

By _____
Mayor of East Grand Forks, MN

_____ Date

Request for Council Action

Date: September 11, 2012
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Teri Kouba, Planner – EGF Transit
RE: Transit Procurement Policy

GENERAL INFORMATION:

In June 2012 FTA came and did a review of East Grand Forks and Grand Forks transit. In this review there was a finding of not following the procurement policy. This policy was not available at the time of the bus purchase but it also did not have everything needed to create the documentation that FTA needs. The new document has all that is needed so that if it is a transit procurement that is not done often, like the bus, anyone who has not done the procurement before can do the job correctly. This document will be kept on file electronically and a hard copy will be on hand.

RECOMMENDATION:

Staff recommends adoption of the Transit Procurement Policy.

Support Material:

- Transit Procurement Policy

Request for Council Action

Date: September 11, 2012

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Teri Kouba, Planner – EGF Transit

RE: Standard Operating Procedures and Policy Reference for all Cities Area Transit Employees

GENERAL INFORMATION:

The Standard Operating Procedures and Policy Reference for all Cities Area Transit Employees covers general information for employees as well as the needed information for vehicle maintenance, general safety/security, fixed route and paratransit procedures. This document is updated and revised as needed and was last revised in 2009. The City of East Grand Forks has never formally adopted this as their own for transit in East Grand Fork. Even though the employees are hired by Grand Forks for oversight purposes it is best to know the expectations of the person who operates the bus that is owned by the City of East Grand Forks.

RECOMMENDATION:

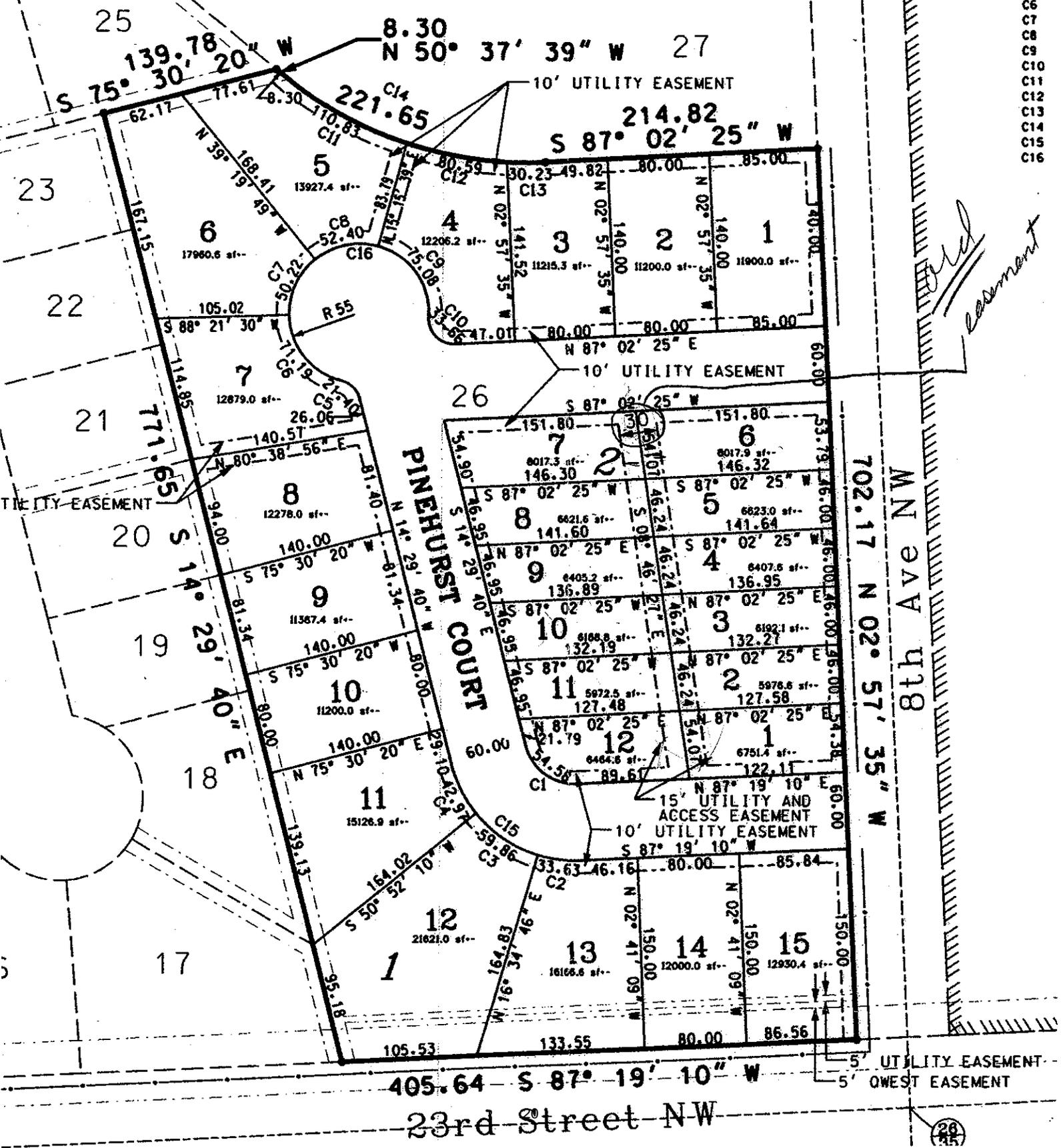
Staff recommends adoption of the Standard Operating Procedures and Policy Reference for all Cities Area Transit Employees.

Support Material:

- Standard Operating Procedures and Policy Reference for all Cities Area Transit Employees

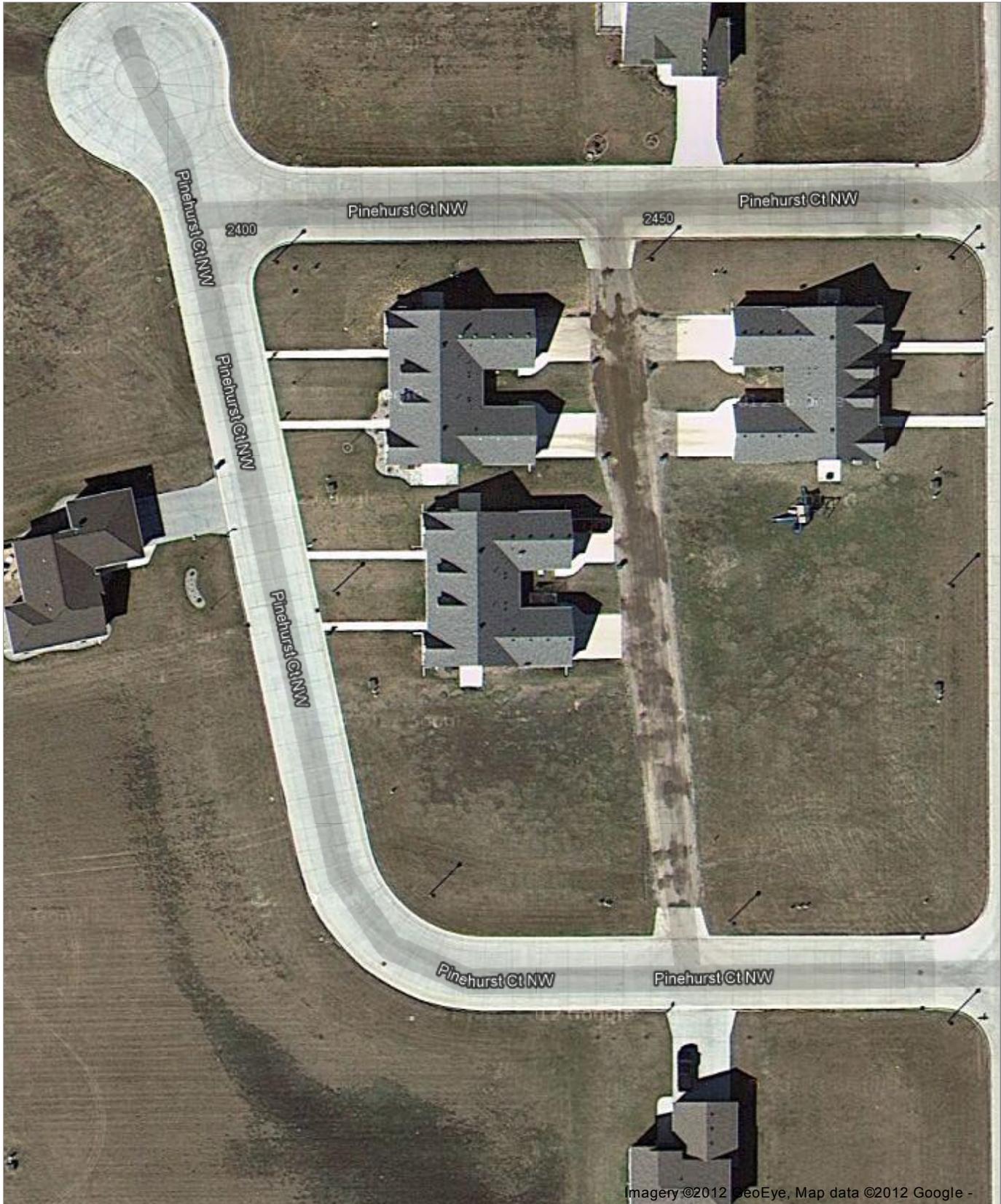
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- C13
- C14
- C15
- C16

BLOCK 3



Fred
Easement

To see all the details that are visible on the screen, use the "Print" link next to the map.



FIBER OPTIC EASEMENT
City of East Grand Forks
Right-of-Way

This **FIBER OPTIC EASEMENT** (the “Easement”) is granted by the CITY OF EAST GRAND FORKS, a municipal corporation situated in the Counties of POLK, State of MINNESOTA, 600 DeMers Avenue, East Grand Forks, MN 56721 (the “City”) to Dakota Carrier Network, 3901 Great Plains Drive South, Fargo, ND 58104 (“DCN”).

RECITALS

- A. The City is the owner of certain real property dedicated as right-of-way commonly known portion of, as depicted on attached Exhibit “A” (the “City Property”).
- B. DCN desires to construct, install, maintain, repair and replace fiber optic cable to be located within in a duct bank to be constructed within and under the City Property (the “Improvements”).
- C. The City has agreed to grant, convey and assign a fiber optic easement (the “Easement”) in, under, upon and across the City Property to DCN.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for which no lien, express or implied, is retained, the City hereby agrees as follows:

1. Subject to the continuing paramount right of the public to use the City Property as right-of-way, and to the extent of its right, title and interest, the City hereby GRANTS, SELLS, CONVEYS, AND ASSIGNS to DCN, and its successors and assigns, a fiber optic easement (the “Easement”) in, under, upon and across the City Property in the following described tracts of land:

2. All that certain tracts, pieces or parcels of land, lying and being situated in the City of East Grand Forks, County of POLK, State of MINNESOTA, described in Exhibit A attached hereto and made a part hereof for all purposes, to which reference is made hereby for a more particular description of said property (the "Easement Tract").

3. TO HAVE AND TO HOLD the Easement described herein perpetually to DCN, and its successors and assigns, together with the right and privilege to enter the Easement Tract, or any part thereof, for the purpose of constructing, installing, operating, maintaining, repairing, replacing and upgrading the fiber optic and electric lines and related facilities to be located in the Easement Tract and making connections therewith, subject to the applicable provisions of the Code of the City of EAST GRAND FORKS.

4. DCN shall bury its fiber optic cable in such a manner so not to endanger or unnecessarily interfere with the usual and customary trade, traffic, travel upon and use of the public right of way of the City.

5. DCN shall not open or excavate any public way without first acquiring the necessary permits.

6. DCN shall, at its own cost, restore any portion of the surface of the City Property, including the restoration of any roadways, sidewalks, driveways, landscaping, or similar surface improvements located upon or adjacent to the Easement Tract that have been removed, relocated, altered, damaged, or destroyed by DCN or as a result of DCN's use of the Easement granted hereunder, to applicable City standards.

7. The City shall use best efforts to avoid any conflict with the Improvements due to future construction, repair or maintenance within the City Property, provided, however, that in the event such a conflict cannot reasonably be avoided, DCN shall cooperate and coordinate with the City and its consultants and contractors to protect and, if necessary, to relocate the Improvements into a replacement easement area within the City Property at DCN'S cost and expense, and the City will use best efforts to minimize any construction, repair or maintenance impacts requiring such protection or relocation.

8. WITH RESPECT TO THE CITY'S RIGHT TITLE AND INTEREST IN THE RIGHT-OF-WAY AND IN THE INTERESTS IN THE EASEMENT TRACT, THIS EASEMENT IS GRANTED, SOLD, CONVEYED, AND ASSIGNED BY THE CITY, AND ACCEPTED BY DCN, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES THAT MIGHT ARISE BY COMMON LAW.

9. DCN shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, or operation of DCN's fiber optic cable in the public ways and public ground of the City, unless such injury or damage grows out of the negligence of the City, its employees, or agents. In the event a suit shall be brought against the City under circumstances where the above agreement to indemnify applies, DCN at its sole cost and expense shall defend

STATE OF MINNESOTA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2012, by Lynn Stauss of the City of East Grand Forks, on behalf of the City of East Grand Forks.

Notary Public, State of Minnesota

Dakota Carrier Network

STATE OF MINNESOTA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2012, by _____ of Dakota Carrier Network.

Notary Public, State of Minnesota

APPROVED AS TO FORM:

Ron Galstad, City Attorney

Request for Council Action

Date: 9/6/12

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, Ron Vonasek and Mike Pokrzywinski.

Cc: File

From: Karla Anderson

RE: Recommendations for Issuance of Bonds
\$2,250,000 General Obligation Bonds, Series 2012A

Background:

The East Grand Forks City Council has requested issuance of bonds to fund, various improvement projects within the city (\$685,000) and the acquisition of equipment (\$905,000). The low interest rates on bonds have many cities, counties and school districts refinancing debt. We reviewed with Springsted the outstanding debt that we have and the 2003 General Obligation Improvement bond had the best refunding opportunities. The City would refinance the 2003 Bond, which would result in an average cash flow savings of approximately \$8,730 per year. The future value of the savings is approximately \$90,810, with a net present value of about \$79,850, since the savings is spread over the life of the bond.

Recommendation:

Approve the recommendation of the Issuance of \$2,250,000 of General Obligation Bonds, Series 2012A:

\$685,000 of Improvement Bonds Portion;

11AJ2 & 11AJ3 Industrial Park

12AJ3 Greenway Blvd/13th St SE

11AJ1 14th Ave SE

\$905,000 of Equipment Certificates Portion;

Fire Truck

Motor Grader

\$660,000 Refunding Portion;

2003 GO Bonds

City of East Grand Forks, Minnesota

Recommendations for Issuance of Bonds

\$2,250,000 General Obligation Bonds, Series 2012A

The Council has under consideration the issuance of bonds to fund (i) various improvement projects within the City (the "Improvement Bonds Portion"), (ii) the acquisition of equipment (the "Equipment Certificates Portion") and (iii) the refunding an outstanding obligation of the City (the "Refunding Portion"). This document provides information relative to the proposed issuance.

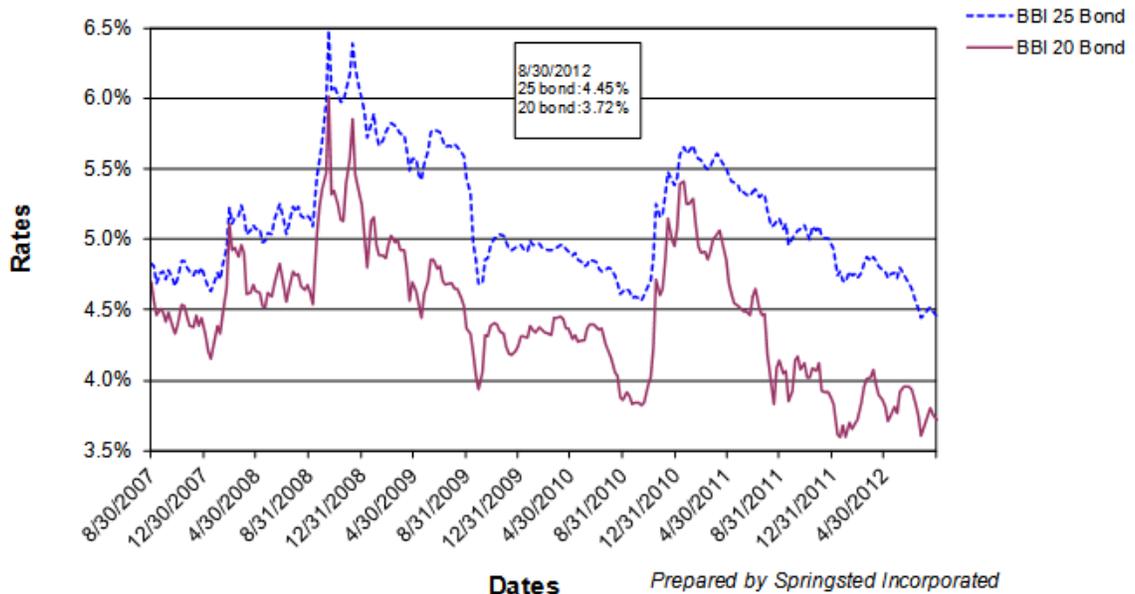
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

September 11, 2012	Council work session
September 18, 2012	Council sets sale date and terms
October 15, 2012 (est.)	Rating conferences are conducted
October 23, 2012, 10:00 a.m.	Competitive bids are received
October 23, 2012, 5:00 p.m.	Council considers award of bonds
Mid November, 2012 (est.)	Proceeds are received

RATING: An application will be made to Moody's Investor Services for a rating on the Bonds. The City's general obligation debt is currently rated "A1" by Moody's. Effective in April 2010, the city's outstanding general obligation issues were recalibrated by Moody's from "A3" to "A1".

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds (the BBI 20 Bond Index) and the 30th year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years Ending 8/30/2012



POST ISSUANCE COMPLIANCE:

The issuance of these bonds will result in post-issuance compliance responsibilities. The responsibilities lie in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as your issue has been structured. Post-issuance compliance responsibilities for your tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In very general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. There is a "small issuer" exemption from rebate for a City that issues \$5 million or less in a calendar year. Since the City does not expect to issue more than \$5 million in tax-exempt obligations in 2012, the Bonds are exempt from rebate. However, yield restriction provisions will still apply to the debt service fund and any unspent proceeds remaining after three years and the funds should be monitored throughout the life of the Bonds.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

The City currently contracts with Springsted to provide these post-issuance compliance services. Amendments to that contract adding this issue will be provided to City staff.

SCHEDULES ATTACHED:

Schedules attached include the sources and uses of funds, the estimated debt service requirements for the Bonds as a whole and by bonding type, given the current interest rate environment and a projected assessment income schedule. A preliminary feasibility study and estimated interest cost savings are also included for the Refunding Portion.

SUPPLEMENTAL INFORMATION AND BOND RECORD:

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

RISKS/SPECIAL CONSIDERATIONS:

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

SALE TERMS AND MARKETING:

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2023 may be prepaid at a price of par plus accrued interest on or after February 1, 2022.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for this calendar year; therefore, the Bonds are designated as bank qualified.

\$685,000 Improvement Bonds Portion

Description of Purpose

PURPOSE:	Proceeds of the Improvement Bonds Portion, plus additional funds of \$1,179,381, consisting of a contributions from various federal and state funds and grants and a township contribution and, will be used to finance three improvement projects within the City.
AUTHORITY:	The Improvement Bonds Portion is being issued pursuant to Minnesota Statutes, Chapters 429 and 475.
SECURITY AND SOURCE OF PAYMENT:	<p>The Improvement Bonds Portion is a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments against benefited properties.</p> <p>Annual principal and interest payments on the Improvement Bonds Portion will be made from a combination of ad valorem property taxes and special assessments filed against benefited properties. Assessments for the 14th Avenue SE project will be filed on or about December 1, 2012 for collection beginning in 2013. Assessments for the remaining two projects will be filed on or about December 1, 2013 for collection beginning in 2014. The principal amount of the assessments is approximately \$629,652. Assessments have been structured with equal payments of principal and interest over a term of 20 years. The interest charged on the unpaid balance of the assessments will be a rate of 4.50%.</p> <p>The City will make its first levy in 2013 for collection in 2014. Capitalized interest has been included in the par amount of the Improvement Portion in an amount sufficient to pay the interest due on the two projects being assessed in 2013. The City will use the capitalized interest and the assessment income from the 14th Avenue SE project to pay the August 1, 2013 interest payment and the February 1, 2014 principal and interest payment. Thereafter, each year's collection of taxes and assessments will be used to pay the August 1 interest payment due in the collection year and the February 1 principal and interest payment due in the following year.</p>
STRUCTURING SUMMARY:	As discussed with City staff, the Improvement Bonds Portion has been structured around the projected assessment income over a term of 21 years, which results for substantially level annual debt service requirements over the life of the Improvement Bonds Portion.

\$905,000 Equipment Certificates Portion

Description of Purpose

PURPOSE:	Proceeds of the Equipment Certificates Portion will be used to finance the acquisition of a fire truck and a motor grader.
AUTHORITY:	<p><u>Statutory Authority:</u> The Equipment Certificates Portion is being issued pursuant to Minnesota Statutes, Chapter 475 and Section 412.301.</p> <p><u>Statutory Requirements:</u> Minnesota Statutes, Section 412.301, specifies that the City may issue certificates of indebtedness without being subject to a petition requirement calling for a referendum if the total amount of the issue does not exceed ¼ of 1% of the taxable</p>

market value of the City. Based on the City's 2011/2012 taxable market value of \$433,007,800 this represents a maximum issue size of \$1,082,519. This issuance of \$905,000 is within that limitation and is not subject to taxpayer petition for a referendum.

SECURITY AND SOURCE OF PAYMENT:

The Equipment Certificates Portion is a general obligation of the City, secured by its full faith and credit and taxing power. The annual levy requirements, including the state mandated 105% overlevy, are estimated to be \$114,100. The City will make its first levy for the Equipment Certificates Portion in 2012 for collection in 2013. Each year's first-half collection of taxes will be used to pay the interest payment due August 1 in the year of collection. Second-half collections plus surplus first half collections will be used to pay the February 1 principal and interest payment due in the following year.

STRUCTURING SUMMARY:

As directed by City staff, the Equipment Certificates Portion has been structured to provide for substantially equal annual levy requirements. The maximum term for Equipment Certificates is subject to both federal and State statute requirements. Under federal law the term may not exceed 120% of the economic life of the asset to be acquired. State statute requires that equipment certificates mature not more than ten years from the date of issuance. The final maturity on the Equipment portion is due February 1, 2022 in compliance with both federal and state law.

\$660,000 Refunding Portion

Description of Purpose

PURPOSE:

Proceeds of the Refunding Portion will be used to refund the February 1, 2014 through February 1, 2024 maturities of the City's General Obligation Improvement Bonds, Series 2003, dated December 1, 2003 (the "Prior Bonds"). The maturities to be refunded are currently outstanding in the aggregate principal amount of \$640,000. The February 1, 2013 maturity is not subject to optional redemption and will not be refunded. The purpose of this refunding is to achieve interest cost savings.

The "Prior Bonds" were originally issued to finance various improvement projects within the City.

AUTHORITY:

The Refunding Portion is being issued pursuant to Minnesota Statutes, Chapters 429 and 475.

SECURITY AND SOURCE OF PAYMENT:

The 2003A Refunding Portion of the Bonds will be a general obligation of the City, secured by its full faith and credit and taxing power. In addition, the City will pledge special assessments previously pledged to the Prior Bonds.

On February 1, 2013, the call date, the City will use (i) previously collected tax levies and assessments to pay the scheduled February 1, 2013 principal and interest payment on the Prior Bonds and (ii) the proceeds of the Refunding Portion to redeem the remaining outstanding principal of the Prior Bonds. Beginning with the August 1, 2013 interest payment, the City will begin to make debt service payments on the Refunding Portion and realize the interest cost savings.

STRUCTURING SUMMARY:

As discussed with City staff, the Refunding Portion has been structured to provide for approximately equal annual savings over the life of the Refunding Portion with a term matching that of the Prior Bonds.

Based on current interest rate estimates, the refunding is projected to result in the City realizing an average cash flow savings of approximately \$8,370 per year. This results in future value savings of approximately \$90,810, with a net present value benefit to the City of approximately \$79,850. These estimates are net of all costs associated with the refunding.

Upon receipt of certain information requested by City staff from the County on the remaining assessments certified on the Prior Bonds, Springsted will project out future tax levies (if any) on the Refunding Portion and review the principal repayment structure with staff.

\$2,250,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2012A
Issue Summary

Total Issue Sources And Uses

Dated 11/01/2012 | Delivered 11/01/2012

	Improvement Bonds	Equipment Certificates	Series 2012 Ref 2003	Issue Summary
Sources Of Funds				
Par Amount of Bonds.....	\$685,000.00	\$905,000.00	\$660,000.00	\$2,250,000.00
Federal Grants.....	425,000.00	-	-	425,000.00
State Aid Funds.....	318,318.00	-	-	318,318.00
State Grants.....	250,000.00	-	-	250,000.00
State Aid Fund Transfer.....	174,456.00	-	-	174,456.00
Township Contribution.....	11,607.00	-	-	11,607.00
Total Sources.....	\$1,864,381.00	\$905,000.00	\$660,000.00	\$3,429,381.00
Uses Of Funds				
11AJ2 & 11AJ3 Industrial Park.....	795,602.13	-	-	795,602.13
12AJ3 Greenway Blvd/13th St SE.....	643,645.00	-	-	643,645.00
11AJ1 14th Ave SE.....	382,637.00	-	-	382,637.00
Fire Truck.....	-	625,000.00	-	625,000.00
Motor Grader.....	-	250,000.00	-	250,000.00
Deposit to Current Refunding Fund.....	-	-	640,000.00	640,000.00
Costs of Issuance.....	13,167.22	17,396.10	12,686.68	43,250.00
Total Underwriter's Discount (1.300%).....	8,905.00	11,765.00	8,580.00	29,250.00
Deposit to Capitalized Interest (CIF) Fund.....	16,385.10	-	-	16,385.10
Rounding Amount.....	4,039.55	838.90	(1,266.68)	3,611.77
Total Uses.....	\$1,864,381.00	\$905,000.00	\$660,000.00	\$3,429,381.00

\$2,250,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2012A
Issue Summary

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Cap. Interest	Net New D/S	105% Overlevy
02/01/2013	-	-	-	-	-	-	-
02/01/2014	155,000.00	0.750%	48,271.88	203,271.88	(16,385.10)	186,886.78	196,231.12
02/01/2015	185,000.00	0.850%	37,455.00	222,455.00	-	222,455.00	233,577.75
02/01/2016	185,000.00	0.950%	35,882.50	220,882.50	-	220,882.50	231,926.63
02/01/2017	190,000.00	1.100%	34,125.00	224,125.00	-	224,125.00	235,331.25
02/01/2018	190,000.00	1.250%	32,035.00	222,035.00	-	222,035.00	233,136.75
02/01/2019	190,000.00	1.450%	29,660.00	219,660.00	-	219,660.00	230,643.00
02/01/2020	195,000.00	1.650%	26,905.00	221,905.00	-	221,905.00	233,000.25
02/01/2021	200,000.00	1.800%	23,687.50	223,687.50	-	223,687.50	234,871.88
02/01/2022	200,000.00	1.950%	20,087.50	220,087.50	-	220,087.50	231,091.88
02/01/2023	95,000.00	2.100%	16,187.50	111,187.50	-	111,187.50	116,746.88
02/01/2024	90,000.00	2.850%	14,192.50	104,192.50	-	104,192.50	109,402.13
02/01/2025	35,000.00	2.850%	11,627.50	46,627.50	-	46,627.50	48,958.88
02/01/2026	35,000.00	2.850%	10,630.00	45,630.00	-	45,630.00	47,911.50
02/01/2027	35,000.00	2.850%	9,632.50	44,632.50	-	44,632.50	46,864.13
02/01/2028	35,000.00	2.850%	8,635.00	43,635.00	-	43,635.00	45,816.75
02/01/2029	40,000.00	3.250%	7,637.50	47,637.50	-	47,637.50	50,019.38
02/01/2030	40,000.00	3.250%	6,337.50	46,337.50	-	46,337.50	48,654.38
02/01/2031	40,000.00	3.250%	5,037.50	45,037.50	-	45,037.50	47,289.38
02/01/2032	40,000.00	3.250%	3,737.50	43,737.50	-	43,737.50	45,924.38
02/01/2033	45,000.00	3.250%	2,437.50	47,437.50	-	47,437.50	49,809.38
02/01/2034	30,000.00	3.250%	975.00	30,975.00	-	30,975.00	32,523.75
Total	\$2,250,000.00	-	\$385,176.88	\$2,635,176.88	(16,385.10)	\$2,618,791.78	\$2,749,731.37

SIGNIFICANT DATES

Dated Date.....	11/01/2012
Delivery Date.....	11/01/2012
First Coupon Date.....	8/01/2013

Yield Statistics

Bond Year Dollars.....	\$17,417.50
Average Life.....	7.741 Years
Average Coupon.....	2.2114361%
Net Interest Cost (NIC).....	2.3793706%
True Interest Cost (TIC).....	2.3543715%
Bond Yield for Arbitrage Purposes.....	2.1669774%
All Inclusive Cost (AIC).....	2.6384301%

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Net Interest Cost.....	2.2114361%
Weighted Average Maturity.....	7.741 Years

\$685,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2012A
Improvement Bonds

NET DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessment	Levy Required
02/01/2013	-	-	-	-	-	-	-	-	-
02/01/2014	5,000.00	0.750%	20,740.63	25,740.63	(16,385.10)	9,355.53	9,823.31	13,415.27	(3,591.96)
02/01/2015	30,000.00	0.850%	16,555.00	46,555.00	-	46,555.00	48,882.75	48,497.32	385.43
02/01/2016	30,000.00	0.950%	16,300.00	46,300.00	-	46,300.00	48,615.00	48,497.33	117.67
02/01/2017	30,000.00	1.100%	16,015.00	46,015.00	-	46,015.00	48,315.75	48,497.32	(181.57)
02/01/2018	30,000.00	1.250%	15,685.00	45,685.00	-	45,685.00	47,969.25	48,497.35	(528.10)
02/01/2019	30,000.00	1.450%	15,310.00	45,310.00	-	45,310.00	47,575.50	48,497.32	(921.82)
02/01/2020	30,000.00	1.650%	14,875.00	44,875.00	-	44,875.00	47,118.75	48,497.31	(1,378.56)
02/01/2021	30,000.00	1.800%	14,380.00	44,380.00	-	44,380.00	46,599.00	48,497.33	(1,898.33)
02/01/2022	30,000.00	1.950%	13,840.00	43,840.00	-	43,840.00	46,032.00	48,497.31	(2,465.31)
02/01/2023	30,000.00	2.100%	13,255.00	43,255.00	-	43,255.00	45,417.75	48,497.31	(3,079.56)
02/01/2024	35,000.00	2.850%	12,625.00	47,625.00	-	47,625.00	50,006.25	48,497.32	1,508.93
02/01/2025	35,000.00	2.850%	11,627.50	46,627.50	-	46,627.50	48,958.88	48,497.31	461.56
02/01/2026	35,000.00	2.850%	10,630.00	45,630.00	-	45,630.00	47,911.50	48,497.35	(585.85)
02/01/2027	35,000.00	2.850%	9,632.50	44,632.50	-	44,632.50	46,864.13	48,497.32	(1,633.20)
02/01/2028	35,000.00	2.850%	8,635.00	43,635.00	-	43,635.00	45,816.75	48,497.35	(2,680.60)
02/01/2029	40,000.00	3.250%	7,637.50	47,637.50	-	47,637.50	50,019.38	48,497.34	1,522.04
02/01/2030	40,000.00	3.250%	6,337.50	46,337.50	-	46,337.50	48,654.38	48,497.33	157.05
02/01/2031	40,000.00	3.250%	5,037.50	45,037.50	-	45,037.50	47,289.38	48,497.33	(1,207.96)
02/01/2032	40,000.00	3.250%	3,737.50	43,737.50	-	43,737.50	45,924.38	48,497.33	(2,572.96)
02/01/2033	45,000.00	3.250%	2,437.50	47,437.50	-	47,437.50	49,809.38	48,497.33	1,312.05
02/01/2034	30,000.00	3.250%	975.00	30,975.00	-	30,975.00	32,523.75	35,082.07	(2,558.32)
Total	\$685,000.00	-	\$236,268.13	\$921,268.13	(16,385.10)	\$904,883.03	\$950,127.18	\$969,946.55	(19,819.37)

Dated..... 11/01/2012
Delivery Date..... 11/01/2012
First Coupon Date..... 8/01/2013

Yield Statistics

Bond Year Dollars..... \$8,401.25
Average Life..... 12.265 Years
Average Coupon..... 2.8122973%
Net Interest Cost (NIC)..... 2.9182935%
True Interest Cost (TIC)..... 2.9022769%
Bond Yield for Arbitrage Purposes..... 2.1669774%
All Inclusive Cost (AIC)..... 3.0978741%

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Net Interest Cost..... 2.8122973%
Weighted Average Maturity..... 12.265 Years

\$629,652

City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2012A
Issue Summary

ASSESSMENT INCOME

DATE	11AJ1 14th Ave SE	11AJ2 &11AJ3 Industrial ParK	12AJ3 Greenway Blvd/13th St SE	TOTAL
12/31/2013	13,415.27	-	-	13,415.27
12/31/2014	13,415.26	12,352.28	22,729.78	48,497.32
12/31/2015	13,415.28	12,352.28	22,729.77	48,497.33
12/31/2016	13,415.27	12,352.28	22,729.77	48,497.32
12/31/2017	13,415.28	12,352.29	22,729.78	48,497.35
12/31/2018	13,415.26	12,352.28	22,729.78	48,497.32
12/31/2019	13,415.26	12,352.27	22,729.78	48,497.31
12/31/2020	13,415.28	12,352.27	22,729.78	48,497.33
12/31/2021	13,415.26	12,352.28	22,729.77	48,497.31
12/31/2022	13,415.27	12,352.27	22,729.77	48,497.31
12/31/2023	13,415.26	12,352.28	22,729.78	48,497.32
12/31/2024	13,415.27	12,352.27	22,729.77	48,497.31
12/31/2025	13,415.28	12,352.28	22,729.79	48,497.35
12/31/2026	13,415.26	12,352.28	22,729.78	48,497.32
12/31/2027	13,415.27	12,352.29	22,729.79	48,497.35
12/31/2028	13,415.28	12,352.28	22,729.78	48,497.34
12/31/2029	13,415.27	12,352.28	22,729.78	48,497.33
12/31/2030	13,415.28	12,352.28	22,729.77	48,497.33
12/31/2031	13,415.26	12,352.28	22,729.79	48,497.33
12/31/2032	13,415.28	12,352.27	22,729.78	48,497.33
12/31/2033	-	12,352.28	22,729.79	35,082.07
Total	\$268,305.40	\$247,045.57	\$454,595.58	\$969,946.55

Par Amounts Of Selected Issues

2012A Asses-11AJ1 14th Ave SE.....	173,881.00
-11AJ2 &11AJ3 Industrial ParK.....	160,103.10
-12AJ3 Greenw ay Blvd/13th St S.....	295,667.52
TOTAL.....	629,651.62

\$905,000
City of East Grand Forks, Minnesota
General Obligation Bonds, Series 2012A
Equipment Certificates

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2013	-	-	-	-	-
02/01/2014	95,000.00	0.750%	14,925.00	109,925.00	115,421.25
02/01/2015	95,000.00	0.850%	11,227.50	106,227.50	111,538.88
02/01/2016	100,000.00	0.950%	10,420.00	110,420.00	115,941.00
02/01/2017	100,000.00	1.100%	9,470.00	109,470.00	114,943.50
02/01/2018	100,000.00	1.250%	8,370.00	108,370.00	113,788.50
02/01/2019	100,000.00	1.450%	7,120.00	107,120.00	112,476.00
02/01/2020	105,000.00	1.650%	5,670.00	110,670.00	116,203.50
02/01/2021	105,000.00	1.800%	3,937.50	108,937.50	114,384.38
02/01/2022	105,000.00	1.950%	2,047.50	107,047.50	112,399.88
Total	\$905,000.00	-	\$73,187.50	\$978,187.50	\$1,027,096.88

SIGNIFICANT DATES

Dated.....	11/01/2012
Delivery Date.....	11/01/2012
First Coupon Date.....	8/01/2013

Yield Statistics

Bond Year Dollars.....	\$4,831.25
Average Life.....	5.338 Years
Average Coupon.....	1.5148771%
Net Interest Cost (NIC).....	1.7583959%
True Interest Cost (TIC).....	1.7663433%
Bond Yield for Arbitrage Purposes.....	2.1669774%
All Inclusive Cost (AIC).....	2.1562039%

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Net Interest Cost.....	1.5148771%
Weighted Average Maturity.....	5.338 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule. The actual underwriter's discount bid may also vary.

\$660,000
City of East Grand Forks, Minnesota
General Obligation Improvement Refunding Bonds, Series 2012
Current of Series 2003 Bonds

Preliminary Feasibility Summary

Dated 11/01/2012 | Delivered 11/01/2012

Sources Of Funds

Par Amount of Bonds.....	\$660,000.00
Total Sources.....	\$660,000.00

Uses Of Funds

Deposit to Current Refunding Fund.....	640,000.00
Costs of Issuance.....	12,686.68
Total Underwriter's Discount (1.300%).....	8,580.00
Rounding Amount.....	(1,266.68)
Total Uses.....	\$660,000.00

ISSUES REFUNDED AND CALL INFORMATION

Prior Issue Call Price.....	100.000%
Prior Issue Call Date.....	2/01/2013

SAVINGS INFORMATION

Net Future Value Benefit.....	\$90,812.07
Net Present Value Benefit.....	\$79,852.78
Net PV Benefit / \$726,817.49 PV Refunded Debt Service.....	10.987%

BOND STATISTICS

Average Life.....	6.341 Years
Average Coupon.....	1.8093489%
Net Interest Cost (NIC).....	2.0143668%
True Interest Cost (TIC).....	2.0173165%

\$660,000
City of East Grand Forks, Minnesota
General Obligation Improvement Refunding Bonds, Series 2012
Current of Series 2003 Bonds

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2013	-	60,142.50	60,142.50	60,142.50	-
02/01/2014	67,606.25	-	67,606.25	73,575.00	5,968.75
02/01/2015	69,672.50	-	69,672.50	76,865.00	7,192.50
02/01/2016	64,162.50	-	64,162.50	74,790.00	10,627.50
02/01/2017	68,640.00	-	68,640.00	77,715.00	9,075.00
02/01/2018	67,980.00	-	67,980.00	75,350.00	7,370.00
02/01/2019	67,230.00	-	67,230.00	77,985.00	10,755.00
02/01/2020	66,360.00	-	66,360.00	75,285.00	8,925.00
02/01/2021	70,370.00	-	70,370.00	77,585.00	7,215.00
02/01/2022	69,200.00	-	69,200.00	79,530.00	10,330.00
02/01/2023	67,932.50	-	67,932.50	76,240.00	8,307.50
02/01/2024	56,567.50	-	56,567.50	62,880.00	6,312.50
Total	\$735,721.25	\$60,142.50	\$795,863.75	\$887,942.50	\$92,078.75

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings.....	92,078.75
Gross PV Debt Service Savings.....	81,119.46
Net PV Cashflow Savings @ 2.167%(Bond Yield).....	81,119.46
Contingency or Rounding Amount.....	(1,266.68)
Net Future Value Benefit.....	\$90,812.07
Net Present Value Benefit.....	\$79,852.78
Net PV Benefit / \$170,738.67 PV Refunded Interest.....	46.769%
Net PV Benefit / \$726,817.49 PV Refunded Debt Service.....	10.987%
Net PV Benefit / \$640,000 Refunded Principal.....	12.477%
Net PV Benefit / \$660,000 Refunding Principal.....	12.099%

Refunding Bond Information

Refunding Dated Date.....	11/01/2012
Refunding Delivery Date.....	11/01/2012

\$660,000
City of East Grand Forks, Minnesota
General Obligation Improvement Refunding Bonds, Series 2012
Current of Series 2003 Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2013	-	-	-	-
02/01/2014	55,000.00	0.750%	12,606.25	67,606.25
02/01/2015	60,000.00	0.850%	9,672.50	69,672.50
02/01/2016	55,000.00	0.950%	9,162.50	64,162.50
02/01/2017	60,000.00	1.100%	8,640.00	68,640.00
02/01/2018	60,000.00	1.250%	7,980.00	67,980.00
02/01/2019	60,000.00	1.450%	7,230.00	67,230.00
02/01/2020	60,000.00	1.650%	6,360.00	66,360.00
02/01/2021	65,000.00	1.800%	5,370.00	70,370.00
02/01/2022	65,000.00	1.950%	4,200.00	69,200.00
02/01/2023	65,000.00	2.100%	2,932.50	67,932.50
02/01/2024	55,000.00	2.850%	1,567.50	56,567.50
Total	\$660,000.00	-	\$75,721.25	\$735,721.25

Yield Statistics

Bond Year Dollars.....	\$4,185.00
Average Life.....	6.341 Years
Average Coupon.....	1.8093489%
Net Interest Cost (NIC).....	2.0143668%
True Interest Cost (TIC).....	2.0173165%
Bond Yield for Arbitrage Purposes.....	2.1669774%
All Inclusive Cost (AIC).....	2.3515990%

IRS Form 8038

Net Interest Cost.....	1.8093489%
Weighted Average Maturity.....	6.341 Years

CERTIFICATION OF MINUTES RELATING TO
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2012A

Issuer: City of East Grand Forks, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on September 18, 2012, at 5:00 p.m. at the City offices in East Grand Forks, Minnesota.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF GENERAL
OBLIGATION BONDS, SERIES 2012A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on September 18, 2012.

City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2012A

BE IT RESOLVED by the City Council of the City of East Grand Forks, Minnesota (the City), as follows:

SECTION 1. AUTHORIZATION AND SALE. This Council has heretofore ordered various local improvements under Minnesota Statutes, Chapter 429 (the Improvements). It is hereby determined to be in the best interests of the City to issue its General Obligation Bonds, Series 2012A, in the aggregate principal amount of \$2,250,000 (the Bonds), pursuant to Minnesota Statutes, Section 412.301 and Chapters 429 and 475, to finance the Improvements, to finance various items of equipment and to refund the 2014 through 2024 maturities of the City's General Obligation Improvement Bonds, Series 2003, dated December 1, 2003.

SECTION 2. TERMS OF PROPOSAL. Springsted Incorporated, financial consultant to the City, has presented to this Council a form of Terms of Proposal for the Bonds which is attached hereto and hereby approved and shall be placed on file by the City Administrator. Each and all of the provisions of the Terms of Proposal are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Springsted Incorporated is hereby authorized, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), to solicit proposals for the Bonds on behalf of the City on a competitive basis without requirement of published notice.

SECTION 3. SALE MEETING. This Council shall meet at the time and place shown in the Terms of Proposal, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the City.

APPROVED AND ADOPTED this 18th day of September, 2012.

Mayor

Attest:

City Administrator

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$2,250,000*

**CITY OF EAST GRAND FORKS, MINNESOTA
GENERAL OBLIGATION BONDS, SERIES 2012A
(BOOK ENTRY ONLY)**

Proposals for the Bonds and the Good Faith Deposit ("Deposit") will be received on Tuesday, October 23, 2012, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 5:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all Bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated November 1, 2012 as the date of original issue, and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2013. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2014	\$155,000	2019	\$190,000	2023	\$ 95,000	2027	\$35,000	2031	\$40,000
2015	\$185,000	2020	\$195,000	2024	\$90,000	2028	\$35,000	2032	\$40,000
2016	\$185,000	2021	\$200,000	2025	\$35,000	2029	\$40,000	2033	\$45,000
2017	\$190,000	2022	\$200,000	2026	\$35,000	2030	\$40,000	2034	\$30,000
2018	\$190,000								

* *The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the maturity amounts offered for sale. Any such increase or reduction will be made in multiples of \$5,000 in any of the maturities. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal Form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2022, and on any day thereafter, to prepay Bonds due on or after February 1, 2023. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be

prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties. The proceeds will be used to (i) finance various improvement projects within the City; (ii) finance the acquisition of various items of equipment; and (iii) refund the February 1, 2014 through February 1, 2024 maturities of the City's General Obligation Improvement Bonds, Series 2003, dated December 1, 2003.

BIDDING PARAMETERS

Proposals shall be for not less than \$2,220,750 and accrued interest on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. Rates are not required to be in level or ascending order; however, the rate for any maturity cannot be more than 1% lower than the highest rate of any of the preceding maturities. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$22,500, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the City nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the City's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248
for credit to Springsted Incorporated, Account #635-5007954
Ref: East Grand Forks, MN Series 2012A Good Faith Deposit

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the City following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following City action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the City. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that underwriter is required to submit its Deposit to the City in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the City to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the City and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the underwriter, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser of the Bonds. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the purchaser.

Failure of the municipal bond insurer to issue the policy after Bonds have been awarded to the purchaser shall not constitute cause for failure or refusal by the purchaser to accept delivery on the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

Within 40 days following the date of their award, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Dorsey & Whitney LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the City with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded 90 copies of the Official Statement and the addendum or addenda described above. The City designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the City (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated September 18, 2012

BY ORDER OF THE CITY COUNCIL

/s/ Scott Huizenga
City Administrator

Request for Council Action

Date: 9-6-2012

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

Cc: File

From: Jason Stordahl

RE: American Crystal Copper Nitrate Agreement

American Crystal must update one of their sugar testing lines. The new testing equipment requires them to use a reagent solution that contains small amounts of copper nitrate. Copper Nitrate in large amount could be harmful to waste water pond systems, but in small amount will have little or no effect.

I have spoken with MN Rural water, and MPCA to question whether or not to allow American Crystal to dispose of this solution into our sewer system. MPCA's opinion was that the copper nitrate discharge will most likely not cause issues with the EGF wastewater pond effluent discharge. And MN Rural water had a similar opinion.

I have requested that Mr. Galstad draft up an agreement between the City of East Grand Forks and American Crystal. The agreement would allow American Crystal to dispose of the copper nitrate reagent solution into the City's sanitary sewer system, with terms and conditions relieving the city of any liability.

Below I present the City Council with two options.

Option 1: The City council approves the agreement with American Crystal, and the City will allow American Crystal to dispose of copper nitrate reagent solution into to our sanitary sewer system based on the stipulations of the agreement.

Option 2: The City council does not approve agreement, and the Public Works Department will not allow American Crystal to dispose of copper nitrate reagent solution into our sanitary sewer system.

**CITY OF EAST GRAND FORKS
WASTEWATER TREATMENT
BEET SAMPLING AGREEMENT**

This agreement is between the City of East Grand Forks, Minnesota, acting through its Public Works Department hereafter referred to as the "City" and the American Crystal Sugar Company hereafter referred to as "ACS".

Recitals

ACS has changed processes for beet sampling which will include a small amount of copper nitrate. The City has been requested by ACS to be allowed to discharge copper nitrate into the City's Wastewater Treatment System. Copper nitrate is a toxic pollutant that is regulated by the MPCA through the State Disposal System permit. This agreement will control ACS's discharge of copper nitrate into the City's Wastewater Treatment System.

Agreement

1. Term of Agreement

1.1 Effective date: September 1, 2012, or the date the City obtains all required signatures, whichever is later.

1.2 Expiration date: July 31, 2013, or until earlier termination as addressed in this agreement.

2. Agreement between the Parties

ACS during the term of this agreement, unless earlier terminated may discharge copper nitrate through its beet sampling system. The discharge is limited to one sampling line. The City will monitor the ACS discharge by priority pollutant scan and whole effluent toxicity testing. If it is determined that the amount of copper nitrate being discharged is in violation of City Code Chapter 23 Sewer Regulations or causes the MPCA to require pretreatment controls or increased monitoring, any costs or penalties incurred by the City based upon the copper nitrate discharge by ACS will be the sole responsibility of ACS.

3. Payment

The payment of any costs incurred by the City or penalty assessment to the City will be paid by ACS to the City within 30 days of the payment request by the City.

4. Authorized Representatives

The City's authorized representation is Jason Stordahl, Director of Public Works, 1001 Second Street N.E. East Grand Forks, MN 56721. Telephone (218) 773-1313

ACS authorized Representative is: _____

5. Assignment, Amendments, Waiver, and Contract Complete

5.1. Assignment. The ACS may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the City and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3. Waiver. If the City fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4. Contract Complete. This agreement contains all negotiations and agreements between the City and ACS. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6. Liability

ACS will indemnify, save, and hold the City, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the City, arising from the performance of this agreement by ACS or ACS's agents or employees. This clause will not be construed to bar any legal remedies ACS may have for the City's failure to fulfill its obligations under this agreement.

7. Government Data Practices

The City must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the City under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by the parties.

If the City receives a request to release the data referred to in this Clause, the City will immediately notify ACS. The City will make the determination if the information will be released to the requesting party.

8. Venue

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

9 Termination

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

9.2. The City may terminate this agreement immediately if it is determined by the MPCA's Toxics Program that the discharge copper nitrate exceeds acceptable copper nitrate concentration levels.

Dated _____

CITY OF EAST GRAND FORKS

AMERICAN CRYSTAL SUGAR

BY: _____
Lynn Stauss, Mayor

BY: _____

BY: _____
Scott Huizenga
City Administrator

BY: _____