

**AGENDA
SPECIAL CITY COUNCIL MEETING
CITY OF EAST GRAND FORKS
OCTOBER 23, 2012
5:00 P.M.**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

COMMUNICATIONS:

1. Recognize Tom Spoor for years of service to the city of East Grand Forks.

NEW BUSINESS

2. Consider approving Resolution No. 12-10-107 accepting and awarding the General Obligation Bonds, Series 2012A

ADJOURN

Council member _____, seconded by Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 12-10-107

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$2,045,000 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.

1.01. Authorization of Bonds. This Council hereby determines that it is in the best interest of the City to issue its \$2,045,000 General Obligation Bonds, Series 2012A (the "Bonds") for the purpose of (i) financing, together with other funds of the City available therefor, various improvement projects in the City (together, the "Improvements"); (ii) financing the acquisition of various items of capital equipment (the "Equipment"); and (iii) to currently refund the City's General Obligation Improvement Bonds, Series 2003, dated December 1, 2003 maturing in the years 2014 through 2024 in the aggregate principal amount of \$640,000 (the "Refunded Bonds"). The Refunded Bonds will be redeemed on February 1, 2013 (the "Redemption Date"). This Council hereby determines to issue and sell the Bonds to defray the expense incurred and estimated to be incurred by the City in making the Improvements, purchasing the Equipment and to refund the Refunded Bonds, including every item of cost of the kinds authorized in Minnesota Statutes, Section 475.65. The portion of the Bonds issued to finance the Improvements are referred to as the "Improvement Bonds" and are issued pursuant to the Act and Minnesota Statutes, Chapter 429 and Chapter 475 and the Charter of the City, the portion of the Bonds issued to finance the purchase of capital equipment by the City are designated as the "Equipment Bonds" and are issued pursuant to Minnesota Statutes, Section 412.301 and Chapter 475, and the portion of the Bonds issued to refund the Refunded Bonds are referred to as the "Refunding Bonds" and are issued pursuant to the Act and Minnesota Statutes, Chapter 429 and Chapter 475. The allocation of the Bonds for this purpose is set forth in Section 2.01 hereof. The amount of the Equipment Bonds does not exceed 0.25 percent of the market value of taxable property in the City.

1.02. Sale of Bonds. The City has retained Springsted Incorporated, an independent financial advisor, to assist the City in connection with the sale of the Bonds. The Bonds are being sold pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), without meeting the requirements for public sale under Minnesota Statutes, Section 475.60, Subdivision 1. Pursuant to the Terms of Proposal for the Bonds, _____ () proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and true interest cost under the terms of each bid have been determined. The most favorable proposal received is that of _____, of _____,

_____, and associates (the “Purchaser”), to purchase the Bonds at a price of \$_____, the Bonds to bear interest at the rates set forth in Section 2.01. The proposal is hereby accepted, and the Mayor and the City Administrator are hereby authorized and directed to execute a contract on the part of the City for the sale of the Bonds with the Purchaser. The good faith checks of the unsuccessful bidders shall be returned forthwith.

1.04. Performance of Requirements. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, existing, having happened and having been performed, it is now necessary for this Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

1.05. Maturities. This Council finds and determines that the maturities of the Improvement Bonds, as set forth in Section 3.01 hereof, are warranted by the anticipated collection of the assessments to be levied for the cost of the Improvements.

Section 2. Bond Terms; Registration; Execution and Delivery.

2.01. Maturities; Interest Rates; Denominations; Payment. The Bonds shall be designated General Obligation Bonds, Series 2012A, shall be originally dated as of November 1, 2012, shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall mature on February 1 in the respective years and amounts stated below, and shall bear interest, computed on the basis of a 360-day year consisting of twelve 30-day months, from November 1, 2012 until paid or duly called for redemption at the respective annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2014	\$160,000		2025	\$35,000	
2015	190,000		2026	35,000	
2016	195,000		2027	35,000	
2017	195,000		2028	35,000	
2018	195,000		2029	40,000	
2019	200,000		2030	40,000	
2020	200,000		2031	40,000	
2021	135,000		2032	40,000	
2022	135,000		2033	45,000	
2023	30,000		2034	30,000	
2024	35,000				

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar for the Bonds appointed herein.

The portion of the Bonds maturing in the following years and amounts constitute the Improvement Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2014	\$ 5,000	2025	\$35,000
2015	30,000	2026	35,000
2016	30,000	2027	35,000
2017	30,000	2028	35,000
2018	30,000	2029	40,000
2019	30,000	2030	40,000
2020	30,000	2031	40,000
2021	30,000	2032	40,000
2022	30,000	2033	45,000
2023	30,000	2034	30,000
2024	35,000		

The portion of the Bonds maturing in the following years and amounts constitute the Equipment Bonds:

<u>Year</u>	<u>Amount</u>
2014	\$ 95,000
2015	95,000
2016	100,000
2017	100,000
2018	100,000
2019	100,000
2020	105,000
2021	105,000
2022	105,000

The portion of the Bonds maturing in the following years and amounts constitute the Refunding Bonds:

<u>Year</u>	<u>Amount</u>
2014	\$60,000
2015	65,000
2016	65,000
2017	65,000
2018	65,000
2019	70,000
2020	65,000

2.02. Interest Payment Dates. Each Bond shall be dated by the Registrar as of the date of its authentication. The interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2013, to the owner of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City shall appoint, and shall maintain, a bond registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.04. Appointment of Registrar and Paying Agent. The City hereby appoints U.S. Bank National Association in St. Paul, Minnesota, as the initial Registrar. The Mayor and City Administrator are authorized to execute and deliver, on behalf of the City, a contract with U.S. Bank National Association, as Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove any Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar.

2.05. Redemption. Bonds maturing in the years 2014 through 2022 shall not be subject to redemption prior to maturity, but Bonds maturing in the years 2023 through 2034 shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order as the City shall determine and by lot as to Bonds having the same maturity date, on February 1, 2022 and on any date thereafter (whether or not an interest payment date), at a price equal to the principal amount thereof and accrued interest to the date of redemption.

[Bonds maturing on February 1, 20__ are subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

Bonds Maturing on February 1, 20

<u>Sinking Fund</u>	<u>Aggregate</u>
<u>Payment Date</u>	<u>Principal Amount]</u>

Prior to the date set for redemption of any Bond prior to its stated maturity date, the City Administrator shall cause notice of the call for redemption thereof to be published as required by law and, not more than sixty (60) and not fewer than thirty (30) days prior to the designated redemption date, shall cause notice of the call to be mailed to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.03 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. The notice of redemption shall specify the redemption date, redemption price, the numbers, interest rates and CUSIP numbers of the Bonds to be redeemed and the place at which the Bonds are to be surrendered for payment, which is the principal office of the Registrar. Official notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest.

Bonds in a denomination larger than \$5,000 may be redeemed in part in any integral multiple of \$5,000. The owner of any Bond redeemed in part shall receive without charge, upon surrender of such Bond to the Registrar, one or more new Bonds of such same series in authorized denominations equal in principal amount to the unredeemed portion of the Bond so surrendered.

2.06. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.07. Form of Bonds. The Bonds shall be typed or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF POLK

CITY OF EAST GRAND FORKS

GENERAL OBLIGATION BOND, SERIES 2012A

R-___ \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
___%	February 1, 20__	November 1, 2012	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

THE CITY OF EAST GRAND FORKS, Polk County, Minnesota (the City), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner named above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or the most recent interest payment date to which interest has been paid or provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2013 (each such date, an Interest Payment Date), to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the month immediately preceding the payment date, all subject to the provisions referred to herein with respect to redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association in St. Paul, Minnesota, as Bond Registrar, Transfer Agent and Paying Agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$2,045,000, all of like date and tenor, except as to serial number, maturity date, interest rate, redemption privilege and denomination issued pursuant to a resolution adopted by the City Council on October 23, 2012 (the "Resolution"), to finance and refinance the costs of local improvements

for which special assessments may be levied against property specifically benefited thereby, and to finance the purchase of capital equipment by the City, and is issued pursuant to and in full conformity with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapters 429 and Section 412.301 and Chapter 475, and the Charter of the City. The Bonds are issuable only as fully registered bonds in denominations of \$5,000 or any multiple thereof, of single maturities. The Bonds of this series are issuable only as fully registered Bonds, in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds of this issue maturing in 2022 and earlier years are payable on their respective stated maturity dates without option of prior payment, but Bonds having stated maturity dates in 2023 and later years are each subject to redemption and prepayment at the option of the City, in whole or in part, and if in part in such order as the City shall determine and by lot as to Bonds maturing on the same date, on February 1, 2022 and any date thereafter (whether or not an interest payment date), at a price equal to the principal amount thereof plus interest accrued to the date of redemption.

[Bonds maturing in the year 20__ shall be subject to mandatory redemption prior to maturity by lot pursuant to the mandatory sinking fund requirements of the Resolution on February 1 in the years and in the principal amounts set forth in the Resolution at a redemption price equal to the stated principal amount thereof to be redeemed plus interest accrued thereon to the redemption date, without premium.]

At least thirty days prior to the date set for redemption of any Bond, notice of the call for redemption will be mailed to the Bond Registrar and to the registered owner of each Bond to be redeemed at his address appearing in the Bond Register, but no defect in or failure to give such mailed notice of redemption shall affect the validity of the proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price herein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bond or portions of Bonds shall cease to bear interest. Upon the partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

The Bonds have been designated by the City as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same

date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that prior to the issuance hereof the City has levied or agreed to levy special assessments on property specially benefited by the improvements financed and refinanced by the Bonds collectible in the years and amounts required to produce sums not less than five percent in excess of the principal of and interest on such portion of the Bonds as such principal and interest respectively become due, and has appropriated such special assessments to the General Obligation Refunding Bonds, Series 2012 Bond Fund an amount sufficient for the payment of such principal and interest on such date; that prior to the issuance hereof the City has levied ad valorem taxes on all taxable property in the City to pay the portion of the Bonds issued to finance the purchase of capital equipment by the City, which taxes will be collectible for the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on such portion of the Bonds when due, and has appropriated such taxes to the payment of such principal and interest; that if necessary for payment of the principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution described herein until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of East Grand Forks, Polk County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the manual or facsimile signatures of the Mayor and City Administrator, and has caused this Bond to be dated as of the Date of Original Issue set forth above.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: October 23, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 23rd of October, 2012.

Mayor

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
OCTOBER 23, 2012 - 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. 15th Street NE Assessment Roll – Greg Boppre**
- 2. Paving in Waters Edge 1st Addition – Jim Richter/EDHA**
- 3. Ice Resurface Machine Advertising – Blue Line Club**
- 4. Retainer Agreement for Legal Services – Ron Galstad**
- 5. Snow Removal Agreement – Ron Galstad**
- 6. Waste Water Options – Mike Pokrzywinski and Wayne Gregoire**
- 7. Planning Commission Update – Marc Demers**

ADJOURN

Upcoming Meetings

Election Day – November 6, 2012
Special Meeting – November 8, 2012 – 5:00 PM - Training Room
Work Session – November 13, 2012 – 5:00 PM – Training Room
Pool Feasibility Study Meeting – November 20, 2012 – 4:00 PM – Training Room
Regular Meeting - November 20, 2012 – 5:00 PM Council Chambers
Thanksgiving Day – November 22, 2012
Work Session – November 27, 2012 – 5:00 PM – Training Room

Request for Council Action

Date: October 15, 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: 15th Street NE – Assessment Roll

Background:

I will bring the assessment roll to the Work Session, Tuesday, October 22, 2012, for the Council's review. As a reminder, the City Council decided to assess 30% on State Aid projects.

Recommendation:

File the assessment roll and set date for public hearing

Enclosures:

The assessment roll will be brought to the meeting

Request for Council Action

Date: October 18th, 2012

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

Cc: File

From: Economic Development Housing Authority

RE: Consider completion of paving in Waters Edge 1st Addition.

This is a request to finish the paving on St. Andrews Drive in the Waters Edge 1st Addition. When the project was let for construction in 2007 to complete the paving to the development a section of St. Andrews Drive on the end of the block was left unfinished. Curb, gutter and crushed were in place from the previous infrastructure project in 2004. A stretch of 231 feet was not paved. We have repackaged the lots for sale with specials paid including the concrete for the entire development. We have recently sold lot 30 which is on the end of the street and need to complete the concrete. Enclosed are two quotes gathered by the consulting engineers. Opp Construction is low quote and can complete the project yet this fall while the new home is under construction. The engineers have been receiving quotes/bids on concrete from \$48 to \$56 dollars a yard throughout the year so this remains in that range for us to move forward now rather than try to get a better price and wait until May to do the project after the homeowner has moved in. Funding source is the Lot Development fund. We request the council to approve this project and award the work to Opp Construction.

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



Offices:
Grand Forks, ND
Fargo, ND

Hwy 81 N • P.O. Box 13530 • Grand Forks, ND 58208-3530 • Phone 701-775-3322 • Fax 701-795-7020

PROPOSAL

October 12, 2012
EAST GRAND FORKS
St Andrews Drive - 235' Extension

Opp Construction is pleased to offer the following prices on the aforementioned project.

Item No.	Description	Unit	Quantity	Unit Price	Total
	Erosion control & SWPP	LS	1	1,200.00	1,200.00
	Salvage Crushed Concrete	CY	180	6.00	1,080.00
	Casting Adjustments	EA	2	360.00	720.00
	Reinforcement Bars - Epoxy Coated #4 x 30"	LBS	920	2.20	2,024.00
	7" Non-Reinforced Concrete Pavement	SY	931	52.00	48,412.00
TOTAL >>>					53,436.00

Notes:

- All items tied
- We would take Salvage
- Quoted price is good for 30 days.

Exclusions:

- Bond
- Staking, Surveying, and Material Testing
- Private Utility locations.
- Costs associated with cold weather (if applicable)

BUILD WITH THE BEST

"An Equal Opportunity Employer"

2010 national 1st place safety excellence award winner



H & S Construction
 17279 US Hwy 59NE
 Thief River Falls, MN 56701

Estimate

Date	Estimate #
10/12/2012	1744

Name / Address
To all General Contractors

Phone #	218.681.5503
---------	--------------

Fax #	218.681.7063	Project
-------	--------------	---------

St. Andrews Drive

Description	Qty	Rate	Total
7" non reinforced concrete paving (3900 psi)(SY)	931	56.00	52,136.00
#4 Epoxy coated 30" rebar (770 lbs)	770	5.00	3,850.00
Remove 7" of crushed concrete (180 CY)	180	20.00	3,600.00
Note: prices for spring of 2013			
If any Additional Information is Required Please Call Robert Audette @218.686.9308		Total	\$59,586.00

Request for Council Action

Date:

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

Cc: File

From: Ron Galstad

RE: Retainer agreement legal service

Megan, please place the accompanying on the next Work Session for discussion.

The requested retainer agreement is in the standard form. There has not been an increase in the legal rates since 2007. The proposal has two modifications. Currently the rate is \$5,000.00 per month; the increase is to \$5,500.00. The increase is requested as the time spent in Court in Polk County per month has increase by approximately 30%. This is due to the increased volume of cases and a change in the process at an administrative level.

The other increase is \$10.00 per hour increase in the Civil Work. Again the hourly rate has not been increase since 2007.

Thanks.

Ron

RETAINER AGREEMENT

THIS AGREEMENT is being made and entered into this ____ day of _____, 2012, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, P.O. Box 373, East Grand Forks, Minnesota 56721 (hereinafter referred to as the "City"); and **Ronald I. Galstad**, of and representing the law firm of Galstad, Jensen & McCann, A Minnesota Professional Association, P.O. Box 386, East Grand Forks, Minnesota 56721 (hereinafter referred to as "Galstad").

1. PURPOSE AND TERM. City hereby employs "Galstad" as its City Prosecutor/City Attorney for a term commencing the 1st day of January, 2013 and ending the 31st day of December, 2015, both dates inclusive.

2. DUTIES. As City Prosecutor/City Attorney "Galstad" will faithfully represent the interests of the City and shall prosecute all criminal suits, actions or proceedings to which the City is a party, and shall faithfully perform all other duties as requested and assigned by the City Administrator and/or the City Council.

3. ACCEPTANCE BY ATTORNEY. "Galstad" hereby accepts the employment of City Prosecutor/City Attorney for himself and the law firm of Galstad, Jensen & McCann P.A., and promises and will render to the best of his ability the services described in Paragraph II above during the continuance of this Agreement.

4. COMPENSATION OF ATTORNEY.
 - a. As compensation for all **CRIMINAL PROSECUTION** services required by City and rendered by City Prosecutor/Attorney herein, City shall pay to the City Attorney the sum of Five Thousand Five Hundred (\$5,500.00) and 00/100 Dollars per month for services rendered during the term of this contract.
 - b. As compensation for all **CIVIL** services to be rendered by City Attorney

herein, City shall pay City Attorney at the rate of One Hundred Twenty and No/100 (\$120.00) Dollars per hour.

- c. The parties hereby further agree that “Galstad” shall be reimbursed for all of his out-of-pocket costs and expenses paid while fulfilling his duties as set forth in this agreement.

5. TERMINATION. This Agreement may be terminated at any time on six (6) months notice in writing from either party to the other party that employment hereunder is to be so terminated, or may at any time be terminated by the City for cause. Furthermore, should “Galstad” for any reason be unable to fulfill and perform the duties and obligations as set forth in this contract, the City reserves the right to cancel this contract after ten (10) working days notice in writing to “Galstad” and/or Galstad, Jensen & McCann P.A..

6. ASSIGNMENT. This contract may not be assigned by “Galstad” without the express written permission of the City.

7. BUDGET. “Galstad” recognizes that the City budgets the funds available to the City Prosecutor/City Attorney and hereby pledges to use his best efforts to deliver legal services within the budgeted amounts, such pledge being subject to the caveat that it is the City that controls the amount of work requested by and from the City Prosecutor/City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at East Grand Forks, Minnesota, the day and year first above written.

**City of East Grand Forks,
Minnesota**

**Galstad, Jensen & McCann,
A Professional Association**

BY: _____
Its Mayor-Lynn Stauss

BY: _____
Its President-Ronald I. Galstad

BY: _____
Its City Administrator-Scott Huizenga

(RETAINER AGREEMENT January 2013)

CITY OF EAST GRAND FORKS

AND

RESIDENTS OF PINEHURST COURT

ACCESS EASEMENT MAINTENANCE AGREEMENT

This agreement is between the City of East Grand Forks, hereinafter “City” and the residents of Pinehurst Court hereinafter referred to as “Resident”.

Recitals

1. The City is authorized to enter into this agreement pursuant to City Charter, City Code and Minnesota Statute.
2. Resident has asked the City to declare the private access easement as depicted on the Plat of Water’s Edge Second Addition to be Public Right of Way. See Plat hereby attached as exhibit “A”.
3. The City is not able to accomplish this request at the present time.
4. Resident has now asked the City to provide snow removal for the access right of way for the winter.
5. City believes that it is in the best interest of the resident and public safety to provide this service until the private access easement can be declared public right of way.
6. The parties are entering into this maintenance agreement to govern the duties and responsibilities of the parties.

Terms

1. Term of the Maintenance agreement.
 - 1.1 Effective Date: This contract will be effective on the date last signed by the Resident and all City Officials.
 - 1.2 It is anticipated that the snow removal service will be provided for one winter season and will expire on May 1, 2013.
2. Services.
 - 2.1 City will provide snow removal service.
3. Responsibilities of the City.

3.1 City will provide snow removal service on a per needed basis on the same terms and time frame as provided for the general public of the City of East Grand Forks.

4. Responsibilities of the Resident.

4.1 Resident shall follow all calendar parking and emergency snow removal regulations to allow for efficient snow removal. Resident specifically understands that any vehicle or other obstruction to the removal of snow from the access easement will be towed or removed at the resident's sole expense. See City Code Chapter 72 Parking Regulations.

5. Liability.

5.1 Resident SHALL expressly assume all risks of injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.2 Resident SHALL release and discharge (City), its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.3 Resident SHALL further agree to defend, indemnify and hold harmless (City), its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs and attorney fees, including those arising from any third party claim asserted against (City), its officers, employees, insurers or self-insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of (City), its officers, its employees, or by any other cause.

5.4 Resident hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of (City), its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5.5 The responsibility of the City's liability is governed by Minnesota Statutes chapter 466 and other applicable law.

5.6. The Resident SHALL obtain their own liability and property damage insurance to cover any loss related to this contract.

6. Government Data Practices.

6.1 City must comply with the Minnesota Government Data Practices Act, Minn.Stat. Ch.13 as it applies to all data governed by this agreement. The civil remedies of Minn.Stat. section 13.08 apply to the release of the data.

7. Governing Law.

7.1 This agreement shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

8. Termination.

8.1 Either Party may cancel this agreement with or without cause upon 10 days written notice to the other party.

DATED _____

CITY OF EAST GRAND FORKS

BY _____
Mayor-Lynn Stauss

BY _____
City Administrator-Scott Huizenga

RESIDENT

BY _____

BY _____