

**AGENDA  
CITY COUNCIL  
CITY OF EAST GRAND FORKS  
NOVEMBER 8, 2012  
5:00 P.M.**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

*“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of October 16, 2012.
2. Consider approving the minutes of the “Special Meeting” and the “Work Session” for the East Grand Forks, Minnesota City Council of October 23, 2012.

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS:**

3. Public Hearing to consider adopting Resolution No. 12-11-108 approving the adoption of assessment roll #322 for 2012 Assessment Job No. 1 – Paving – 15<sup>th</sup> St NE for a total assessment amount of \$284,734.80.

**CONSENT AGENDA:**

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

4. Consider adopting Resolution No. 12-11-109 a Resolution authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2013 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2013 real estate taxes.

5. Consider adopting Resolution No. 12-11-110 a Resolution authorizing the City Council to order that the stated costs beginning on January 1, 2013 for sidewalk replacement on the listed properties be certified to the County Auditor for collection with the 2013 real estate taxes.
6. Consider adopting Resolution No. 12-11-111 a Resolution authorizing the City Council to order that the following costs beginning on January 1, 2013 for delinquent utilities on the listed properties be certified to the County Auditor for collection with the 2013 real estate taxes.
7. Consider approving the Snow Removal Agreement between the City of East Grand Forks and the residents in Pinehurst Court for snow removal services for this winter.
8. Consider approving the Retainer Agreement for legal services from Ronald Galstad beginning January 1, 2013 through December 31, 2015.
9. Consider approving the completion of paving in Waters Edge 1<sup>st</sup> Addition and award the job to Opp Construction for \$53,436.00.
10. Consider approving the Site Use Agreement between the City of East Grand Forks and LSS Senior Nutrition Program for use of facilities within the city from January 1, 2013 through December 31, 2013.

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

11. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for October 4, 2012.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

12. Consider appointing Gary Larson to Fire Chief Position at grade 17, step 6 effective November 9, 2012.
13. Consider approving the Settlement and Release Agreement/Memorandum of Understanding between the City of East Grand Forks and Teamsters Local No. 120.
14. Consider approving the Development Agreement between the City of East Grand Forks and RJ Zavoral & Sons, Inc.

**CLAIMS:**

15. Consider adopting Resolution No. 12-11-112 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 14218 for a total of \$1,251.18 whereas Council Member Buckalew is personally interested financially in the contract.
16. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills

and payroll.

**ADJOURN:**

Upcoming Meetings:

- Special Meeting - Canvassing Election – November 13, 2012 – Training Room - 5:00 PM
- Regular Work Session/Budget Work Session – November 13, 2012 – Training Room - 5:00 PM
- Budget Work Session – November 14, 2012 – Campbell Library – 5:00 PM
- Budget Work Session – November 19, 2012 – Training Room – 5:00 PM
- Regular Council Meeting – November 20, 2012 – Council Chambers – 5:00 PM
- Pool Study Meeting – November 20, 2012
- Budget Work Session – November 26, 2012 – Training Room – 5:00 PM
- Regular Work Session/Budget Work Session – November 27, 2012 – Training Room – 5:00 PM
- Budget Work Session – November 28, 2012 – Training Room – 5:00 PM

**UNAPPROVED  
MINUTES OF THE  
CITY COUNCIL MEETING  
CITY OF EAST GRAND FORKS  
OCTOBER 16, 2012  
5:00 P.M.**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for October 16, 2012 was called to order by Council President Buckalew at 5:00 P.M.*

**CALL OF ROLL:**

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

**STAFF PRESENT: DO NOT READ**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Interim Fire Chief; Megan Nelson, Administrative Assistant; Jim Richter, EDHA Director; Tom Spoor, Building Inspector; and Jason Stordahl, Public Works Director.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present*

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

*“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”*

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” and “Closed Meeting” for the East Grand Forks, Minnesota City Council of October 2, 2012.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 9, 2012.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI , SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE ITEMS ONE (1) AND TWO (2).**

*Voting Aye: Vonasek, Buckalew, Tweten, Gregoire, Pokrzywinski, and DeMers*  
*Voting Nay: None*  
*Absent: Leigh*

**SCHEDULED BID LETTINGS:**

3. Consider adopting Resolution No. 12-10-103 accepting and awarding the bid for improvements to RJ Zavoral & Sons for 2012 Assessment Job No. 4 – Utilities and Street Construction – Riverview 10<sup>th</sup> Addition for a bid price of \$361,801.00.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 12-10-103 ACCEPTING AND AWARDING THE BID FOR 2012 ASSESSMENT JOB NO. 4 – UTILITIES AND STREET CONSTRUCTION TO RJ ZAVORAL & SONS FOR A BID PRICE OF \$361,801.00**

Mr. Huizenga explained to the council this resolution will set the budget for this project.

*Voting Aye: Vonasek, Buckalew, Tweten, Gregoire, and Pokrzywinski.*  
*Voting Nay: None*  
*Abstain: Demers*  
*Absent: Leigh*

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

4. Consider approving the Memorandum of Agreement between Northland Community and Technical College and the City of East Grand Forks Fire Department.
5. Consider adopting Resolution No. 12-10-104 a Resolution to enter into a Master Partnership Contract with the Minnesota Department of Transportation.
6. Consider awarding the crack sealing job to Northwest Asphalt and Maintenance for sealing approximately 100,000 feet on various streets around town.
7. Consider approving the purchase of two new, 6 horsepower ABS pumps from Minnesota Pump Works for replacing the pumps in lift station #8.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT ITEMS FOUR (4) THROUGH SEVEN (7) AS SUBMITTED.**

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

*Voting Nay: None.*

*Absent: Leigh*

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

8. Regular meeting minutes of the Water, Light, Power and Building Commission Meeting for August 16, 2012.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

9. Consider approving a lease agreement with Butler Machinery Company for a motor grader for \$2,565.00 per month plus \$66.00 per hour for a minimum of four months.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE A LEASE AGREEMENT WITH BUTLER MACHINERY COMPANY FOR A MOTOR GRADER FOR \$2565.00 PER MONTH PLUS \$66.00 PER HOUR FOR A MINIMUM OF FOUR MONTHS.**

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

*Voting Nay: None.*

*Abstain: Vonasek*

*Absent: Leigh*

10. Consider adopting Resolution No. 12-10-105 accepting the proposal from Indepth Inspection to provide Building Inspection Services for the City of East Grand Forks.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 12-10-105 ACCEPTING A PROPOSAL FROM INDEPTH INSPECTION TO PROVIDE BUILDING INSPECTION SERVICES FOR THE CITY OF EAST GRAND FORKS.**

Council member Tweten told the council that he does not agree with this motion. East Grand Forks has been lucky enough to have growth and it is important for the city to have a well educated, well trained, full time building inspector to examine all of the construction projects during the whole process of building and to make sure the contractors are abiding by city and state laws. Council Member Demers and Pokrzywinski both agreed with the importance of providing building inspection services to the community but think now is a good time to step back and see if making a change could improve services provided to the community.

*Voting Aye: Vonasek, Buckalew, Gregoire, Pokrzywinski, and DeMers*

*Voting Nay: Tweten*

Absent: Leigh

**CLAIMS:**

11. Consider adopting Resolution No. 12-10-106 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 14081 for a total of \$813.84 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 12-10-106 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 14081 FOR A TOTAL OF \$813.84 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

Voting Aye: Vonasek, Buckalew, Tweten, Gregoire, Leigh, Pokrzywinski, and DeMers  
Voting Nay: None.

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

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

Voting Aye: Vonasek Buckalew, Tweten, Gregoire, Pokrzywinski, and DeMers  
Voting Nay: None.  
Absent: Leigh

**COUNCIL/STAFF REPORTS:**

Council Member Pokrzywinski asked the council and Mr. Huizenga if there had been any discussion or if the council had gone on record about raising property taxes 20% to make waste water upgrades. He explained how he disagrees with some of the figures on the mayor's campaign material and how the media should call people out on their facts. He asked that three campaign fliers from various campaigns be placed in the public record.

Dan Boyce informed the council about some plans if the water levels continue to decline. Some customers have already started to conserve, a big thank you to those who have and to others please start to conserve. The river levels are still being monitored but the current situation has brought up the fact the city will need to plan to incorporate a plan for a 2<sup>nd</sup> source of water. Currently the only water source for the City is the Red Lake River.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE OCTOBER 16, 2012 REGULAR MEETING OF THE**

**EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:40 P.M.**

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

*Voting Nay: None.*

*Absent: Leigh*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES OF THE  
CITY COUNCIL SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY - OCTOBER 23, 2012  
5:00 P.M.**

**CALL TO ORDER:**

*The Special Meeting of the East Grand Forks City Council for October 23, 2012 was called to order by Wayne Gregoire, Council Vice-President at 5:05 PM*

**CALL OF ROLL:**

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

**STAFF PRESENT: DO NOT READ**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Interim Fire Chief; Megan Nelson, Administrative Assistant; Jim Richter, EDHA Director; Tom Spoor, Building Inspector; and Jason Stordahl, Public Works Superintendent.*

**DETERMINATION OF A QUORUM:**

**COMMUNICATIONS:**

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

Mayor Stauss thanked Mr. Spoor for everything he had done for the city and residents of East Grand Forks while presenting him with a plaque. Mr. Spoor thanked the council for their support throughout his years working for the city.

**NEW BUSINESS**

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

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE RESOLUTION NO. 12-10-107 ACCEPTING AND AWARDING THE GENERAL OBLIGATION BONDS SERIES 2012A TO ROBERT W. BAIRD & COMPANY, INCORPORATED FOR \$1,975,000.00**

Brenda Krueger informed the board on how well the sale of the bonds went. They were presented with very thorough materials for the sale and everything went better than expected. She explained how the city will save even more money since the city received a better interest rate than expected.

*Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, Demers, and Vonasek*  
*Voting Nay: None*  
*Absent: Buckalew*

## **SUSPENSION OF RULES**

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO SUSPEND RULES.**

*Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, Demers, and Vonasek*  
*Voting Nay: None*  
*Absent: Buckalew*

3. Consider approving the request to file proposed assessment roll and set public hearing date for November 8, 2012 for 2012 Assessment Job No. 1 – Street Construction 15<sup>th</sup> Street Northeast.

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE THE REQUEST TO FILE PROPOSED ASSESSMENT ROLL AND SET PUBLIC HEARING DATE FOR NOVEMBER 8, 2012 FOR 2012 ASSESSMENT JOB NO. 1 – STREET CONSTRUCTION 15<sup>th</sup> STREET NORTHEAST.**

Mr. Boppre informed the council that construction process went well on this project and the final costs came in lower than projected.

*Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, Demers, and Vonasek*  
*Voting Nay: None*  
*Absent: Buckalew*

## **ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE OCTOBER 23, 2012 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:17 P.M.**

*Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, Demers, and Vonasek*  
*Voting Nay: None*  
*Absent: Buckalew*

**UNAPPROVED MINUTES OF THE  
CITY COUNCIL WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY - OCTOBER 23, 2012  
5:00 P.M.**

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for October 23, 2012 was called to order by Wayne Gregoire, Council Vice-President at 5:17 PM*

**CALL OF ROLL:**

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

**STAFF PRESENT: DO NOT READ**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Ron Galstad, City Attorney; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Interim Fire Chief; Megan Nelson, Administrative Assistant; Jim Richter, EDHA Director; Tom Spoor, Building Inspector; and Jason Stordahl, Public Works Superintendent.*

**DETERMINATION OF A QUORUM:**

**15<sup>th</sup> Street NE Assessment Roll – Greg Boppre – Moved to Special Meeting**

**1. Paving in Waters Edge 1<sup>st</sup> Addition – Jim Richter/EDHA**

Mr. Richter informed the council there is 231 feet section of roadway that needs concrete in the Water's Edge 1<sup>st</sup> Addition. There is lots of interest in this area so this work needs to be completed. Mr. Boppre informed the council the assessments included on these parcels did not include the concrete paving but did include all of the other work that has been completed up to this point.

**2. Ice Resurface Machine Advertising – Blue Line Club**

Mr. Hajicek started out by thanking the council for their support. He continued by informing the council the Blue Line Club has obtained 3 year contract deals for advertising with numerous businesses to be put on the new boards and on the zamboni in the Civic Center. Council member Pokrzywinski asked what they will spend the money on and if they would provide financial statements to the council. Mr. Hajicek said that wouldn't be a problem to provide statements and

gave the council a long list of items and events the Blue Line Club helps pay for which included paying for refs, tournament fees, and away trips.

### **3. Retainer Agreement for Legal Services – Ron Galstad**

Mr. Galstad informed the council the retainer agreement the city has with him will expire at the end of this year. He proposed another agreement for the next three years for legal services. Council member Tweten told the council Mr. Galstad has done a good job for the city and he is very reasonable. He would support another three year agreement with Mr. Galstad. Mayor Stauss and Council member Leigh also agreed.

### **4. Snow Removal Agreement – Ron Galstad**

Mr. Galstad informed the council the residents in Pinehurst Court came upon a problem when trying to change their private access alley into a public alley. Due to this problem the residents have decided to make an agreement with the city for snow removal services this winter season. After some discussion the council agreed the Planning Department needs to be more involved with the development of new additions to the city so something like this won't happen again.

### **5. Waste Water Options – Mike Pokrzywinski and Wayne Gregoire**

Council member Pokrzywinski explained to council that someone had asked what East Grand Forks would do with waste water if Grand Forks wasn't there. He continued with the idea East Grand Forks might need to build a treatment facility and if that is the case there is an opportunity to expand the Red River State Recreational Area or turn this area into a nature preserve around the areas where the lagoons currently are sitting and finding funds to help pay for this project. Council member Pokrzywinski doesn't expect this to be decided soon but it's an idea for the future. The mayor suggested using DNR funds instead of bonds to help with the Red River State Recreational Area projects and how a long range plan would need to be formed when dealing with the waste water issue, expanding the recreational area, etc. Discussion continued.

### **6. Planning Commission Update – Marc Demers**

Council member Demers informed the council the planning commission hasn't met in awhile since they haven't had matters to meet about. Nancy Ellis has still been busy with a number of things and there was the groundbreaking at the Minnesota Heights Project. Council member Leigh asked if the planning commission could help with the development of services after the retirement of the Building Inspector and what could be done as a cost savings for the residents. Mr. Leigh asked if contractors could be asked to see what works for them and what might be needed as a starting point.

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, TO ADJOURN THE OCTOBER 23, 2012 WORK**

**SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:15 P.M.**

*Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, Demers, and Vonasek*

*Voting Nay: None*

*Absent: Buckalew*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**RESOLUTION NO. 12 – 11 - 108**

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2012 Assessment Job No. 1 – 15<sup>th</sup> St NE – Paving”; for a total assessment of \$284,734.80 and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on October 23, 2012; and

WHEREAS, On October 24, 2012 and October 31, 2012, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on October 26, 2012, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on November 8, 2012 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 322- Paving – 15<sup>th</sup> St NE”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 4.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2012, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: November 8, 2012

Attest:

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

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

I hereby approve the foregoing resolution this 8<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Mayor

**2012 AJ No. 1- PAVING  
15th ST NE  
EAST GRAND FORKS, MINNESOTA  
CONCRETE**

PARCEL No.	OWNER	DESCRIPTION	15th ST NE PAVING				TOTAL ASSESSMENT BEFORE INTEREST
			FRONT FOOTAGE	\$ FRONT BENEFIT \$92.87314	END FOOTAGE	\$ END BENEFIT \$30.95771	
<b>AUD PLAT OF OUTLOTS 17 THRU 64</b>							
R 83.02281.00	SIXTEEN HUNDRED CEN AVE PTNSHP	Lot-021 *		\$0.00	94.75	\$2,933.24	\$2,933.24
R 83.02283.00	RIVERVIEW HEALTHCARE ASSC	Lot-024 WLY 197 FT OF O L 23 & NLY 24 FT OF WLY 197 FT OF		\$0.00	97.05	\$3,004.45	\$3,004.45
R 83.02284.00	POLK COUNTY	ELY 53.70 FT OF O L 23 & ALL OF 24 (EX NLY 24 FT & SLY 20 FT OF WLY 197 FT OF O L 24)		\$0.00	65.17	\$2,017.51	\$2,017.51
R 83.02284.01	IRVIN M & JANE A GALSTAD	S 20 FT OF W 197 FT OF O L 24		\$0.00	15.72	\$486.66	\$486.66
R 83.02285.00	POLK COUNTY	Lot-025 E 53.70 FT OF N 20 FT OF		\$0.00	4.29	\$132.81	\$132.81
R 83.02285.01	IRVIN M & JANE A GALSTAD	Lot-025 N 20 FT OF W 197 FT OF		\$0.00	15.71	\$486.35	\$486.35
R 83.02286.00	POLK COUNTY	Lot-025 E 53.70 FT OF S 60 FT OF		\$0.00	12.86	\$398.12	\$398.12
R 83.02286.01	EAST SIDE DAIRY QUEEN CO	Lot-026 *		\$0.00	10.49	\$324.75	\$324.75
R 83.02286.02	IRVIN M & JANE A GALSTAD	Lot-025 S 60 FT OF W 197 FT OF		\$0.00	47.14	\$1,459.35	\$1,459.35
R 83.02296.00	RANDY & MARY EKREN	Lot-036 *		\$0.00		\$0.00	\$0.00
R 83.02297.00	KEITH & CAROL M. BLOMQUIST	Lot-037 *		\$0.00		\$0.00	\$0.00
R 83.02298.00	PAUL D & DIANE C HAGEMAN	Lot-038 *		\$0.00	5.55	\$171.82	\$171.82
R 83.02299.00	SCOTT ZIMBELMAN	Lot-039 *		\$0.00	100.00	\$3,095.77	\$3,095.77
R 83.02300.00	DAVID N & MARIELLE J EISCHENS	Lot-040 (EX NLY 79.5 FT)		\$0.00	109.97	\$3,404.42	\$3,404.42
R 83.02300.02	JERRY INVESTMENTS, LLC	NLY 79.5 FT OF O L 40		\$0.00	79.50	\$2,461.14	\$2,461.14
<b>SUBTOTAL AUD PLAT OF OUTLOTS 17 THRU 64</b>			<b>0.00</b>	<b>\$0.00</b>	<b>658.20</b>	<b>\$20,376.39</b>	<b>\$20,376.39</b>
<b>AUD PLAT OF OUTLOTS 65 THRU 94</b>							
R 83.02857.00	EAST GRAND FORKS CITY	OUTLOTS 84, 85 & 94	1,212.32	\$112,591.95	294.68	\$9,122.61	\$121,714.56
<b>SUBTOTAL AUD PLAT OF OUTLOTS 65 THRU 94</b>			<b>1,212.32</b>	<b>\$112,591.95</b>	<b>294.68</b>	<b>\$9,122.61</b>	<b>\$121,714.56</b>
<b>REPLAT OF OUTLOT 22</b>							
R 83.03084.00	NANCY A PULKRABEK	Lot-00A *		\$0.00	200.00	\$6,191.54	\$6,191.54

R 83.03085.00	WADE L WILLYARD	Lot-00B *		\$0.00	80.74	\$2,499.53	\$2,499.53
<b>SUBTOTAL REPLAT OF OUTLOT 22</b>			<b>0.00</b>	<b>\$0.00</b>	<b>280.74</b>	<b>\$8,691.07</b>	<b>\$8,691.07</b>

**GATEWAY EAST ADD**

R 83.03115.01	MELFORD J & ELMEDA M JOHNSON	Lot-001 Block-002 EAST 257.03 FT OF	257.03	\$23,871.18		\$0.00	\$23,871.18
R 83.03116.00	HANGUN PROPERTIES, INC	Lot-002 Block-002 (EX .28 A)	280.00	\$26,004.48		\$0.00	\$26,004.48
<b>SUBTOTAL GATEWAY EAST ADD</b>			<b>537.03</b>	<b>\$49,875.66</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$49,875.66</b>

**GATEWAY EAST 2ND RESUB**

R 83.03320.00	VALLEY MARKETS INC.	Lot-004 Block-001	510.00	\$47,365.30		\$0.00	\$47,365.30
R 83.03321.00	BLUE STAR INVESTMENTS, LLP	Lot-005 Block-001	225.29	\$20,923.39		\$0.00	\$20,923.39
R 83.03322.00	POLK COUNTY	Lot-006 Block-001	170.00	\$15,788.43		\$0.00	\$15,788.43
R 83.03323.00	POLK COUNTY	Lot-007 Block-001		\$0.00		\$0.00	\$0.00
<b>SUBTOTAL GATEWAY EAST 2ND RESUB</b>			<b>905.29</b>	<b>\$84,077.12</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$84,077.12</b>

**GRAND TOTAL 2012 AJ No. 1**

**2,654.64 \$246,544.73 1,233.62 \$38,190.07 \$284,734.80**

R 83.02299.00	SCOTT ZIMBELMAN	Lot-039 *
R 83.02300.00	DAVID N & MARIELLE J EISCHENS	Lot-040 (EX NLY 79.5 FT)
R 83.02300.02	JERRY INVESTMENTS, LLC	NLY 79.5 FT OF O L 40

<b>2012 AJ No.1 - PAVING</b> <b>EAST GRAND FORKS, MINNESOTA</b> <b>Concrete</b>
---

**15Th Street NE**  
**Paving Calculations**

Construction	\$779,800.96
Plans & Specifications	\$92,060.18
Staking & Inspection	\$60,787.45
Administration	\$8,669.40
Contingencies	\$0.00
Assessment roll	\$7,798.01

<b>TOTAL</b>	\$949,116.00
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<b>Assessment Rate</b>	30%
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<b>CITY REDUCTION OF CONSTRUCTION COST</b>	<b>\$664,381.20</b>
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<b>TOTAL PROJECT COSTS TO BE ASSESSED TO PROPERTY OWNERS</b>	<b>\$284,734.80</b>
--	---------------------

**Front Footage's**

AUD PLAT OF OUTLOTS 17 THRU 64	0.00
AUD PLAT OF OUTLOTS 65 THRU 94	1,212.32
REPLAT OF OUTLOT 22	0.00
GATEWAY EAST ADD	537.03

GATEWAY EAST 2ND RESUB	905.29
<b>TOTAL</b>	<u>2,654.64</u>

**End Footage's**

AUD PLAT OF OUTLOTS 17 THRU 64	658.20
AUD PLAT OF OUTLOTS 65 THRU 94	294.68
REPLAT OF OUTLOT 22	280.74
GATEWAY EAST ADD	0.00
GATEWAY EAST 2ND RESUB	0.00
<b>TOTAL</b>	<u>1,233.62</u>

<b>Front Assessment Rate</b>	<b>\$92.873138</b>	<b>/ front foot</b>
<b>End Assessment Rate</b>	<b>\$30.957713</b>	<b>/ end foot</b>

**RESOLUTION NO. 12 - 11 - 109**

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

WHEREAS, The following listed properties did not comply with City grass control regulations; and

WHEREAS, The City’s Public Works Department did maintain said properties after due notice was given; now therefore

BE IT RESOLVED, That the City Council hereby orders that the following costs, with interest charged at 10% per year beginning on January 1, 2013, for mowing grass on the respective properties be certified to the County Auditor for collection with the 2013 real estate taxes:

<u>Parcel #</u>	<u>Legal Description of Property</u>	<u>Original Mowing Cost</u>
83.01939.00	Mikkelson Reilly 2 <sup>nd</sup> Addition Lot 001 Block 001	\$254.91
83.01312.00	Surprenants Addition Lot 010 Block 002	\$84.97
83.01617.00	Wurdens 2 <sup>nd</sup> Addition Lot 006 Block 004	\$84.97
83.00192.00	Trails Addition Lot 035 Block 003	\$84.97
83.00283.00	Trails Addition Lot 011 Block 012	\$84.97
83.04014.00	Greenway Crossing 2 <sup>nd</sup> Addition Lot 008 Block 003	\$84.97
83.03324.00 & 83.03325.00	Gateway East 2 <sup>nd</sup> Resub Division Lot 008 Block 001 & Lot 009 Block 001	\$199.42

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 8, 2012

Attest:

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

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

I hereby approve the foregoing resolution this 8<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 12 – 11 – 110**

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

WHEREAS, The City of East Grand Forks has offered sidewalk replacement program with reimbursement incentive and a special assessment financing option to property owners within the community; and

WHEREAS, the City of East Grand Forks has obtained a signed copy of the sidewalk assessment form from the property owners and paid the contractor for the sidewalk replacement; and

WHEREAS, the amount assessed against the property is the total amount paid to the contract less the sidewalk reimbursement incentive. The entire amount assessed against the parcel of land, unless prepaid, at an interest rate of 5.5% and in five or seven equal installments depending on the lot type, as outlined in the sidewalk replacement program; and

WHEREAS, one property owner has chosen to defer the cost of their sidewalk replacement through the city’s special assessment financing option known as Roll#998, and now therefore;

BE IT RESOLVED, That the City Council of and for the City of East Grand Forks, Minnesota, authorizes the City Clerk-Treasurer per City Code Section 12.04, Subdivision 8, Paragraph B, to certify the following delinquent accounts to the County Auditor for collection with the 2013 Real Estate Taxes:

<u>Parcel Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Lot Type</u>	<u>Number of Installments</u>	<u>Total Assessment Amount</u>
83.01572.00	Christopher & Laura Carlson	1002 17 <sup>th</sup> St NW	Reg	5	\$1645.00

Voting Aye:  
Voting Nay:

The President declared the resolution passed.

Passed: November 8, 2012

Attest:

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

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

I hereby approve the foregoing resolution this 8<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 12 – 11 -111**

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

WHEREAS, The City Water and Light Department has extended services to owners of property within the community; and

WHEREAS, one property owner's account is delinquent in payment for said services; and

WHEREAS, The Water and Light Department can request the City to pass a resolution and extend the delinquent account to the County Auditor for placement on the tax rolls which are collected by the County Treasurer; now therefore

BE IT RESOLVED, That the City Council of and for the City of East Grand Forks, Minnesota, authorizes the City Administrator per City Code Title V, Section 50.27, Paragraph B, to certify the following delinquent accounts to the County Auditor for collection with the 2013 Real Estate Taxes:

<u>Name of Property Owner</u>	<u>Address</u>	<u>Delinquent Amount</u>
Scott Zukowski	522 1 <sup>st</sup> Ave NE	\$169.91

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 8, 2012

Attest:

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

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

I hereby approve the foregoing resolution this 8<sup>th</sup> day of November, 2012.

\_\_\_\_\_  
Mayor

**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 Barbara Hallin

BY F Storey

BY Lynn Rodgers

BY Lynn Rodgers

BY Donald L Osoroh

BY \_\_\_\_\_

**RESIDENT**

BY Kristen Shipes

BY \_\_\_\_\_

# 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

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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 1<sup>st</sup> 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)

# Request for Council Action

Date: October 18<sup>th</sup>, 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 1<sup>st</sup> Addition.

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This is a request to finish the paving on St. Andrews Drive in the Waters Edge 1<sup>st</sup> 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
<b>TOTAL &gt;&gt;&gt;</b>					<b>53,436.00</b>

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
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Fax #	218.681.7063	Project
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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	<b>Total</b>	\$59,586.00
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October 15, 2012

Dear Site Facility Owner/Operator,

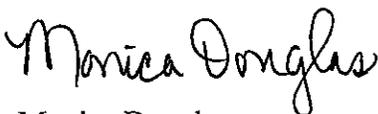
I am enclosing the 2013 site use agreement for your review and signature.  
Please return the contract to our Moorhead Office in the self addressed envelope.

Keep a copy of the agreement for your files.

If you have any questions, I can be reached at 218.233.7521.

Thank you and we look forward to another very successful year as we partner  
with you to provide service to area seniors.

Sincerely,



Monica Douglas  
Senior Program Director  
LSS Senior Nutrition Program  
715 North 11<sup>th</sup> Street, Suite #401C  
Moorhead, MN 56560  
218.233.7521  
[monica.douglas@lssmnorg](mailto:monica.douglas@lssmnorg)

**LSS SENIOR NUTRITION PROGRAM**

715 North 11<sup>th</sup> St, Suite 401C, Moorhead, MN 56560

Phone: 218-233-7521, Toll-free: 1-800-488-4146, Fax: 218-236-0836

**SITE USE AGREEMENT - 2013**

Site Name East Grand Forks

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

This agreement made this 22<sup>nd</sup> day of October, 2012, by and between \_\_\_\_\_, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11<sup>th</sup> Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the \_\_\_\_\_.

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

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

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

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

VI. The Company agrees to inspect, maintain, repair and replace the facility and its equipment located in the facility. The company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

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

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

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

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

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2013 to December 31, 2013, to be used as a nutrition site for seniors on the following days/evenings:

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

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

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

Monica Douglas 10-15-12  
Senior Program Director Date  
715 North 11<sup>th</sup> Street, Suite #401C  
Moorhead, MN 56560  
218.233.7521  
[monica.douglas@lssmn.org](mailto:monica.douglas@lssmn.org)

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Address

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

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

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

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held October 4, 2012 at 5:00 P.M.

Present: Ogden, Brickson, Tweten

Absent: Quirk

It was moved by Commissioner Tweten second by Commissioner Brickson that the minutes of the previous meeting of September 20, 2012 be approved as read.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Brickson second by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$438,124.56.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Brickson to adjourn to the next regular meeting on October 18, 2012 at 5:00 P.M.

Voting Aye: Ogden, Brickson, Tweten

Voting Nay: None

Lori Maloney  
Sec'y

**SETTLEMENT AND RELEASE AGREEMENT AND  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF EAST GRAND FORKS AND TEAMSTERS, LOCAL NO. 120**

This Settlement and Release Agreement and Memorandum of Understanding (hereinafter "Agreement") is made and entered into between City of East Grand Forks (hereinafter "City"), and Teamsters, Local No. 120 (hereinafter "Union").

**Recitals**

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

WHEREAS, City and Union are parties to a collective bargaining agreement (hereinafter "CBA");

WHEREAS, Union pursued an alleged grievance on behalf of Dillon Nelson, a Bargaining Unit employee, related to his wage (hereinafter "Grievance"); and

WHEREAS, Union and City mutually desire to resolve the Grievance and clarify length of service dates for step increases for promoted employees and sick leave and vacation accrual rates for Bargaining Unit employees.

**Agreement**

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

**Article 1. Length of Service Dates**

**Section 1.1 Step Increases for Promoted Employees**

The final paragraph of Schedule A of the CBA is amended to read as follows:

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position.

**Section 1.2 Sick Leave and Vacation**

The length of service of Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City.

**Article 2. Dillon Nelson Step Increase**

**Section 2.1 Anniversary Date**

The anniversary date for Dillon Nelson, Waste Water Operator, for such position for the purposes of steps shall be based on July 1, 2012. Effective July 1, 2012, Dillon Nelson will be placed on Grade 8 and Step 6 of the City's Compensation Plan.

**Section 2.2 Payment**

Dillon Nelson will begin earning the wage specified in Grade 8, Step 6 of the City's Compensation plan, effective the calendar day following the effective date of this agreement. The City will pay Dillon Nelson an amount equivalent to the appropriate difference between his actual earnings from July 1, 2012 through the effective date of this Agreement and his earnings if he were receiving the wage specified in Grade 8, Step 6 of the City's Compensation Plan during such time. The City will pay Dillon Nelson this amount by payroll on the first payroll that is at least five calendar days after the effective date of this Agreement and subject to normal withholdings.

**Section 2.3. No Other Compensation or Benefits**

The compensation described in this Article is the full and final compensation for any and all claims arising out of the Grievance and underlying matter. City will not provide Dillon Nelson any compensation or benefits other than those provided in Section 2.1 of this Agreement or as otherwise required by law.

**Article 3. Union Withdrawal, Waiver and Release**

**Section 3.1.** The Grievance is withdrawn with prejudice.

**Section 3.2.** Union knowingly and voluntarily waives its right to pursue and releases City from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that it has asserted or may assert, relating to, arising out of, or in connection with the matter underlying the Grievance.

**Article 4. Entire Agreement**

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

**Article 5. Amendment, Modification, or Termination**

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

**Article 6. Governing Law and Severability**

**Section 6.1.** This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**Section 6.2.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Article 7. No Precedent, Past Practice or Other Acknowledgment**

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement. This Agreement and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) any grievance exists; (2) this or other communications in this matter are subject to the grievance procedure in the applicable labor contract or any law, including the Public Employment Labor Relations Act; (3) City is required to meet and negotiate with Union over any item related to this matter; or (4) City waives or relinquishes any rights it can exercise unilaterally without meeting and negotiating with Union. City does not waive and expressly reserves its right to: (1) enforce the applicable contract language in the grievance procedure, including the definition of a grievance and timelines, and raise related objections in subsequent attempts by Union or Bargaining Unit Employees to present grievances and (2) exercise any rights it can exercise unilaterally without meeting and negotiating with Union.

**Article 8. Attorney's Fees, Costs, and Disbursements**

Each party is responsible for its/his attorney's fees, costs, and disbursements in reaching this Agreement and no party will seek an award of attorney's fees, costs, or disbursements against a party hereto incurred in reaching this Agreement.

**Article 9. Binding Effect and No Assignment**

This Agreement is binding upon, and inures, to the benefit of the successors, executors, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any

purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

**Article 10. Counterparts**

This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.

**Article 11. Representations of Parties**

The respective parties hereto hereby represent that this Agreement has been duly authorized and, upon execution, will constitute a valid and binding contractual obligation, enforceable in accordance with its terms, of each of the parties hereto

**Article 12. Headings**

The headings of the paragraphs of this Agreement are not binding and are for reference only and do not limit, expand or otherwise affect the contents of this Agreement

**Article 13. Voluntary Agreement of the Parties**

The parties hereto acknowledge and agree that this Agreement is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

**Article 14. Execution and Effective Date**

This Agreement is not executed until and will be effective on the latest date affixed to the signatures on the next page.

**Article 15. Incorporation into CBA**

This Agreement shall be attached to and incorporated into the CBA.

**City of East Grand Forks**

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

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

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

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

**Teamsters Local No. 120**

By:  \_\_\_\_\_  
Business Agent/Representative

Dated: 10-30-12

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

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

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

Dated: 10/30/12

**CITY OF EAST GRAND FORKS  
DEVELOPMENT AGREEMENT**

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

**A. Request for Annexation into the City, Installation of Utility Services and Plat Approval.** The DEVELOPER has asked the CITY to approve a Petition for annexation of a parcel of land is legally described as:

**Please see Attached Exhibit “A”**

In addition to the request for annexation the Developer has requested to install utilities so that it can be completed during the current construction season. As a condition of the request the City requires that the new development be Platted and this agreement be entered into between the parties before the utilities are installed and connected.

**B. Conditions of Approval.** The CITY hereby will approve the request for installation of utility services and approval of the Plat on condition that:

- (1) the DEVELOPER enter into this Agreement;

- (2) the DEVELOPER provide the necessary security in accordance with the terms of this Agreement; and
- (3) The Petition for Annexation is given final approval after following all statutory procedure in Minn.Stat. 414.033

**C. Compliance with Laws and Regulations.** The DEVELOPER represents to the CITY that the plat will comply with all City, County, State, and Federal laws and regulations, including, but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the CITY determines that the plat does not comply, the CITY may demand, the DEVELOPER cease work until there is compliance.

**D. Development Exhibits.** The DEVELOPER shall develop the plat in accordance with the plans approved by the City Engineer and all requirements of the Planning and Zoning Commission. The plans may be prepared, subject to CITY approval, after entering the Agreement, but before commencement of any public improvements. If the plans vary from the written terms of this Agreement, the written terms shall control.

These plans are:

Development Agreement

Plan A – Preliminary Plat/Staging Plan

Plan B – Final Plat

Plan C – Soil Erosion and Grading Plan

Plan D – Preliminary Engineering Report

The CITY may allow the DEVELOPER to forego any of the above upon written permission.

**E. Effect of Subdivision Approval.**

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

controls, platting, or dedication requirements enacted after the date of this Agreement and may require submission of a new plat.

**F. Public Improvements.**

- (1) The following chart outlines the funding and construction responsibilities. Work shall be conducted in accordance with the requirements of this document and its attachments. The Public Improvements shall be planned, constructed and funded as specified:

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

## **G. Public Improvement Standards.**

1. All public improvements shall be installed in accordance with the preliminary engineering report (Plan D), as well as the Preliminary Plat/Staging Plan (Plan A), Final Plat (Plan B), and Soil Erosion and Grading Plan (Plan C).
2. All utilities and streets shall be installed according to city construction specifications and shall be approved by the city engineer prior to commencement of any construction activity.
3. The DEVELOPER shall obtain all necessary permits before proceeding with any construction. For example ~ Water and Sewer plans/designs must be reviewed by the appropriate state agencies, i.e. Dept. of Health must review the water plans and the MPCA must review storm sewer and storm water plans. Additionally, the DEVELOPER shall obtain an excavation permit from the City prior to installing the public improvements.
4. The CITY will at the DEVELOPER's expense have one or more CITY inspectors and/or a soil engineer inspect the work on a full or part-time basis to assure an acceptable level of quality work to the extent that the CITY's engineer will be able to certify that the construction work meets the approved CITY standards as a condition of CITY acceptance.
5. The DEVELOPER shall schedule a preconstruction meeting at a mutually agreeable time at the City Hall with all parties concerned, including CITY staff, to review the program for the construction work.
6. The DEVELOPER shall provide notice to all incumbent utilities currently franchised or operating within city boundaries at each stage of the platting process to facilitate planning for incorporation and installation of their facilities within the proposed development. The Developer shall also provide notice of preconstruction and ongoing coordination meetings so as to facilitate timing and coordination of all utility improvement installations intended for the development.
7. Within thirty (30) days after the completion of the improvements and before the security is released, the DEVELOPER shall provide the CITY ENGINEER with a complete set of reproducible "As Built" plans in an electronic format that is microstation format compatible.

**H. Public Improvement Financing.** A plan shall be drawn up by the DEVELOPER for all necessary public improvements that are to be installed by the DEVELOPER. The DEVELOPER shall obtain its own financing for all public improvements. Time is of the essence for the DEVELOPER and to expedite the process DEVELOPER has contracted with WSN the City engineer to develop the plans for the proposed improvements as the

DEVELOPER according to City Code and this agreement in paragraph D above, must get the plans approved by the City Engineer

**I. Developer Installed Improvements.**

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

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

**K. Waste Water.**

1. Wastewater Connection charge is \$376.00.
2. The DEVELOPER shall pay the Wastewater connection charge upon the execution of the Agreement.

**L. Park Dedication.**

1. The DEVELOPER shall pay a cash contribution of \$250.00 in satisfaction of the CITY's park dedication requirements.
2. The contribution shall be paid upon the execution of the Agreement.
3. Park dedication requirements for subsequent phases shall be calculated and paid based upon requirements in effect at the time Development Agreements are entered into for those phases.

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

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

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

**P. Erosion Control.** After the site is rough graded, but before any utility construction is commenced or building permits are issued, the erosion control plan, Plan C, shall be implemented by the DEVELOPER and inspected and approved by the CITY. The CITY may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be oat seed. All seeded areas shall be fertilized, mulches, and disk anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not comply with the erosion control plan

and schedule, or supplementary instructions received from the CITY, the CITY may take such action as it deems appropriate to control erosion. The CITY will endeavor to notify the DEVELOPER in advance of any proposed action, but failure of the CITY to do so will not affect the DEVELOPER's and CITY's rights or obligations hereunder. If the DEVELOPER does not reimburse the CITY for any cost the CITY incurred for such work within thirty (30) days, the CITY may draw down the letter of credit to pay any costs. No development will be allowed and no building permits will be issued unless the plat is in full compliance with the erosion control requirements and all City costs for erosion control have been reimbursed.

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

**R. Responsibility for Costs.**

1. Except as otherwise specified herein, the DEVELOPER shall pay all costs incurred by it or the CITY in conjunction with the development of the plat, including, but not limited to, legal, planning, engineering, and inspection expenses incurred in connection with approval and acceptance of the plat, preparation of this Agreement, and all reasonable costs and expenses incurred by the CITY in monitoring and inspecting development of the plat.
2. The DEVELOPER shall hold the CITY and its officers and employees harmless from claims made by DEVELOPER and third parties for damages sustained or costs incurred resulting from plat approval and development. The DEVELOPER shall indemnify the CITY and its officers and employees for all costs, damages, or expenses which the CITY may pay or incur in consequence of such claims, including attorney's fees.
3. The DEVELOPER shall reimburse the CITY for costs incurred in the enforcement of this Agreement, including engineering and attorney's fees.
4. The DEVELOPER shall pay in full all bills submitted to it by the CITY within thirty (30) days after receipt. If the bills are not paid on time, the CITY may halt all plat development work until the bills are paid in full. Bill not paid within thirty (30) days shall accrue interest at the rate of 10% per year.

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

the CITY does any such work, the CITY may, in addition to its other remedies, assess the cost in whole or in part.

**T. Miscellaneous.**

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

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

RJ Zavoral and Son's Inc.  
1706 Bygland Road SE  
PO Box 435  
East Grand Forks, MN 56721-0435

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

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

**DEVELOPER**

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

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

**CITY OF EAST GRAND FORKS**

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

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

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

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

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

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



Development Agreement. Developer Installed

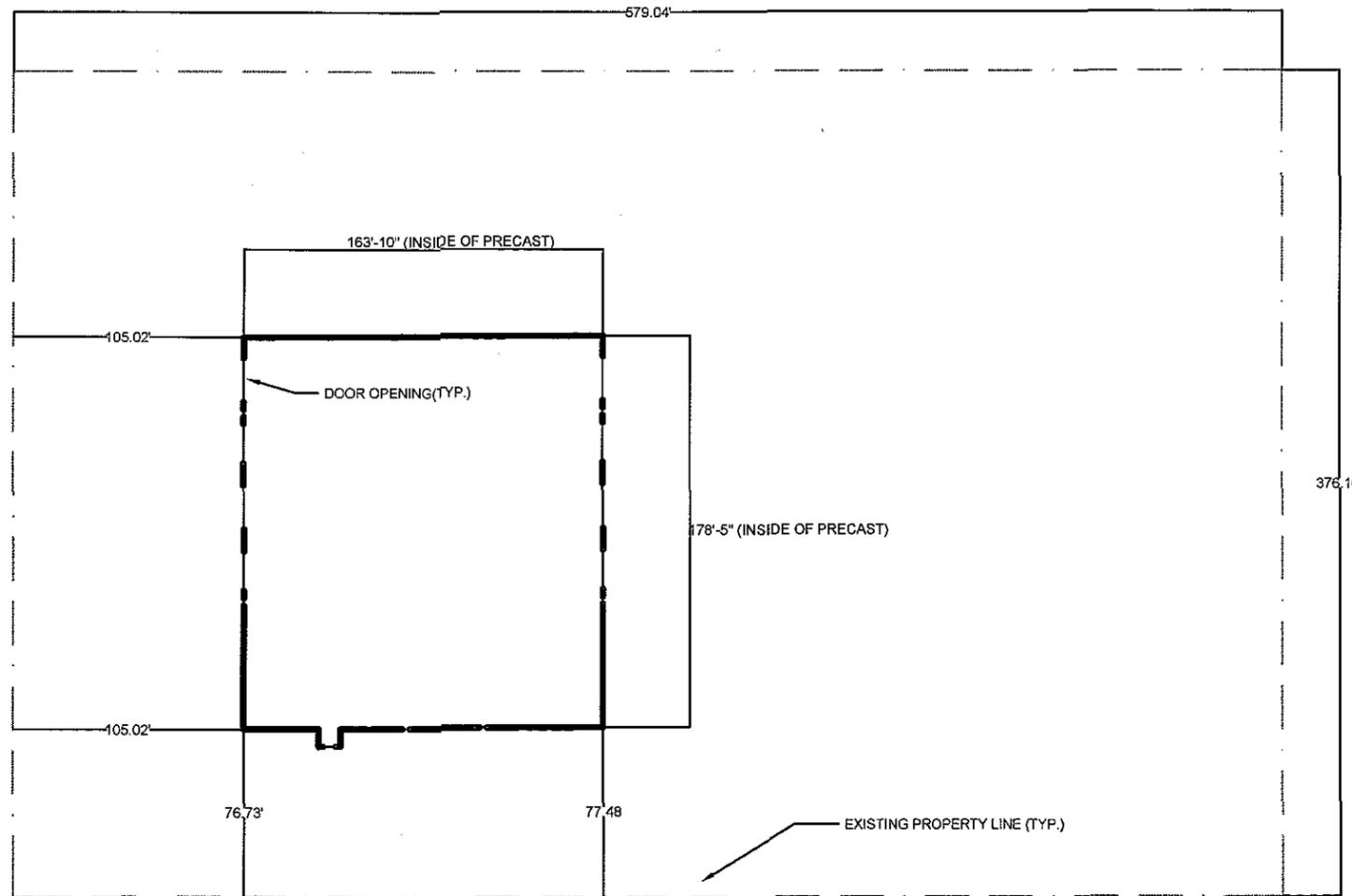
ZAVORAL & SONS, INC.  
 1010 15TH AVENUE N.E.  
 EAST GRAND FORKS, MN

**SI** STRUCTURES  
 INC.  
 Grand Forks, North Dakota

**LEGAL DESCRIPTION:**

That part of the Southeast Quarter of the Southwest Quarter of Section 31, Township 152 North, Range 49 West of the 5th Principal Meridian, lying easterly of the Industrial Park 1st Resubdivision to the City of East Grand Forks, Minnesota according to the plat thereof on file and of record in the office of the County Recorder, Polk County, Minnesota, more particularly described as follows:

Commencing at the southwest corner of said Section 31; thence northerly along the west line of said Section 31 having an assumed bearing of North 00°01'27" West a distance of 116.00 feet; thence South 89°43'19" East parallel with the south line of said Section 31 a distance of 1864.00 feet to the Southeast corner of said Industrial Park 1st Resubdivision AND the point of beginning of the tract to be described; thence North 03°00'45" West along the east boundary line of said Industrial Park 1st Resubdivision a distance of 376.52 feet to the northeast corner of Lot "D", Block 2; thence East along a line being the easterly extension of the north line of said Lot "D", Block 2 of said Industrial Park 1st Resubdivision a distance of 578.46 feet thence South 03°00'45" East on a line parallel to the east line of said Lot "D" a distance of 376.52 feet, more or less to a point 116.00 feet North of the south line of said SE 1/4 SW 1/4 Section 31; thence west along a line 116.00 feet North of and parallel to the south line of said SE 1/4 SW 1/4 Section 31, a distance of 578.46 feet more or less to the point of beginning containing acres more or less.



**SITE PLAN**

10TH ST. N.E.

Revisions

Date:	6/25/12
Drawn By:	Dean Duppont
Job No.	

SHEET

OF SHEETS



**RESOLUTION NO. 12 – 11 - 112**

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

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 14218 for a total of \$1,251.18.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$1,251.18 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on November 8, 2012.

*Voting Aye:*  
*Voting Nay:*  
*Abstain:*

The President declared the resolution passed.

Passed: November 8, 2012

Attest:

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

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

I hereby approve the foregoing resolution this 8<sup>th</sup> of November, 2012.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

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

1. I am 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 14218 for a total of \$1,251.18.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on November 8, 2012.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

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

\_\_\_\_\_  
(Signature of Official)

# Accounts Payable

## Check Register Totals Only



# City of East Grand Forks

P. O. Box 373  
 East Grand Forks, MN 56721  
 (218) 773-2483

User: mnelson  
 Printed: 11/1/2012 - 11:57 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
14150	11/08/2012	ADV001	Advanced Business Methods Inc	278.85	0
14151	11/08/2012	AGA001	Agassiz Audubon Society	188.00	0
14152	11/08/2012	ALL008	ALLDATA	1,603.13	0
14153	11/08/2012	ALT004	Altru Health Systems	39.00	0
14154	11/08/2012	AME005	Ameripride Linen & Apparel Services	437.25	0
14155	11/08/2012	AND006	Robert Anderson	4,715.05	0
14156	11/08/2012	AQU001	Aqua Water Solutions	37.35	0
14157	11/08/2012	B&M003	B&M Recognition	19.24	0
14158	11/08/2012	BAK001	Baker & Taylor Co	108.13	0
14159	11/08/2012	BAL001	Balco Uniforms Co Inc	331.19	0
14160	11/08/2012	BAR002	Alex Barta	517.55	0
14161	11/08/2012	BCA002	BCA CJTE	213.75	0
14162	11/08/2012	BEC001	Becker Arena Products Inc	10,538.83	0
14163	11/08/2012	BIB001	George Bibel	24.00	0
14164	11/08/2012	BLU001	Blue Cross Blue Shield of ND	6,510.00	0
14165	11/08/2012	BLU003	Blue Line Club	5,000.00	0
14166	11/08/2012	BOR001	Border States Electric Supply	708.13	0
14167	11/08/2012	BRA005	Braun Intertec Corporation	9,399.45	0
14168	11/08/2012	BRI003	Brite-Way Window Cleaning	60.00	0
14169	11/08/2012	BRO002	Brodart Co	493.69	0
14170	11/08/2012	BCA003	Bureau of Crim Apprehension	1,530.00	0
14171	11/08/2012	BUS002	Business Essentials	279.31	0
14172	11/08/2012	BYD001	Bydal Designs	299.24	0
14173	11/08/2012	C&R001	C&R Laundry & Cleaners	351.90	0
14174	11/08/2012	CAB001	Cabela's Retail	63.44	0
14175	11/08/2012	CAR504	Cardmember Service	428.72	0
14176	11/08/2012	CAR002	Carquest Auto Parts	22.61	0
14177	11/08/2012	CEN006	Century Link	1,022.44	0
14178	11/08/2012	CHE003	CHEMetrics Inc	111.22	0
14179	11/08/2012	CLA005	Clayton's Insulation and Coating, LLC	11,421.00	0
14180	11/08/2012	COL002	Cole Papers Inc	823.69	0
14181	11/08/2012	COM015	Comfort Suites Rapid River Lodge	169.98	0
14182	11/08/2012	COM003	Complete Pest Control Inc	160.32	0
14183	11/08/2012	COU003	Country Inn St.Paul East	247.44	0
14184	11/08/2012	COU008	Countrywide Sanitation Company	6,295.14	0
14185	11/08/2012	CRE003	Creative Interior & Exterior Designs, I	145,559.00	0
14186	11/08/2012	CRO001	Crookston City	10,599.47	0
14187	11/08/2012	CUM001	Cummins NPower LLC	2,245.00	0
14188	11/08/2012	CUS002	Custom Stripes Inc	148.00	0
14189	11/08/2012	DAS001	Dash Medical Gloves	59.90	0
14190	11/08/2012	DAY002	Daydream Specialties, LLC	45.00	0
14191	11/08/2012	DEL004	Deluxe Business Checks & Solutions	520.49	0
14192	11/08/2012	DEM001	Demco Educational Corp	346.57	0
14193	11/08/2012	DES002	Design Electrical Contractors Inc	3,606.50	0
14194	11/08/2012	DIA001	Richard Papenfuss Diamond Cleaning	82.60	0
14195	11/08/2012	DIV001	Diverse Media Inc	85.83	0
14196	11/08/2012	ECO001	Economy Plumbing	512.18	0
14197	11/08/2012	HIS002	Edgewater Management LLC	218.56	0
14198	11/08/2012	EME003	Emerson Music and Sound	315.88	0
14199	11/08/2012	EMP001	Emphasys Computer Solutions	1,250.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
14200	11/08/2012	EXP003	Explorer Post #38	50.00	0
14201	11/08/2012	EXP002	Exponent	71.00	0
14202	11/08/2012	FER001	Ferrellgas	223.48	0
14203	11/08/2012	FIR003	Fire Safety USA	135.00	0
14204	11/08/2012	FLA001	Flaherty & Hood PA	908.27	0
14205	11/08/2012	FOR006	Foremost Promotions	1,280.50	0
14206	11/08/2012	FRE002	Fred Pryor Seminars	149.00	0
14207	11/08/2012	G&K001	G&K Services	221.58	0
14208	11/08/2012	GAL001	Gale	141.64	0
14209	11/08/2012	GAL008	Melissa Galumbus	100.00	0
14210	11/08/2012	GAR001	Garden Hut Inc	120.12	0
14211	11/08/2012	GFF001	GF Fire Equipment	2,320.81	0
14212	11/08/2012	GFT002	GF Thur-O-Clean	175.00	0
14213	11/08/2012	GGF001	GGF Convention & Visitors Bureau	1,447.93	0
14214	11/08/2012	GLA001	Glass Pro's Inc	389.00	0
14215	11/08/2012	GRA004	Grand Cities Towing	50.00	0
14216	11/08/2012	GRA022	Granit Bronz	500.18	0
14217	11/08/2012	HAI002	Rick Hajicek	570.00	0
14218	11/08/2012	HAR001	Hardware Hank	1,251.18	0
14219	11/08/2012	HEA006	Heartland Ag-Business Group	33.00	0
14220	11/08/2012	HEA001	Heartland Paper	1,097.98	0
14221	11/08/2012	HOL002	Holiday Credit Office	91.07	0
14222	11/08/2012	HOV001	Steve or Jenny Hovde	320.00	0
14223	11/08/2012	HUG001	Hugo's	165.16	0
14224	11/08/2012	INT003	Integra Telecom	80.47	0
14225	11/08/2012	INT0010	Interact Public Safety Systems	35.10	0
14226	11/08/2012	KAI001	Gregory & Kim Kaiser	5,000.00	0
14227	11/08/2012	KEI001	Keith's Security World	19.22	0
14228	11/08/2012	KEL001	Kellermeyer Building Service	855.00	0
14229	11/08/2012	KIR003	Kirk Acoustics Inc	2,300.00	0
14230	11/08/2012	KIR002	Kirks Flooring	384.56	0
14231	11/08/2012	KRA002	Kraus-Anderson Construction Compar	43,393.00	0
14232	11/08/2012	LAK001	Laker Chemical	1,619.69	0
14233	11/08/2012	LIB001	Liberty Business Systems	77.40	0
14234	11/08/2012	LIN005	Ilene Lind	261.90	0
14235	11/08/2012	LUM001	Lumber Mart	25.17	0
14236	11/08/2012	LUN001	Luneth Plumbing & Heating	105.04	0
14237	11/08/2012	LYN001	Lynn Peavey Company	71.95	0
14238	11/08/2012	M&W001	M&W Services	470.26	0
14239	11/08/2012	MAR004	Marco	246.63	0
14240	11/08/2012	MAR001	Marco Inc	305.51	0
14241	11/08/2012	MCF001	McFarlane	250.00	0
14242	11/08/2012	MCG002	McGraw-Hill Companies	200.11	0
14243	11/08/2012	MEN001	Menards	214.51	0
14244	11/08/2012	MPO001	Metropolitan Planning Organization	9,108.89	0
14245	11/08/2012	MID003	Midcontinent Communications	1,218.67	0
14246	11/08/2012	MIN002	Minnesota State University-Mankato	4,500.00	0
14247	11/08/2012	MND002	MN Dept of Human Services	399.88	0
14248	11/08/2012	MND003	MN Dept of Labor & Industry	30.00	0
14249	11/08/2012	MNF001	MN Fire Service Certification Board	75.00	0
14250	11/08/2012	NAR001	Nardini Fire Equipment Co.	92.20	0
14251	11/08/2012	NAR003	Nartec, Inc	163.05	0
14252	11/08/2012	NOR004	Northern Plumbing Supply	25.83	0
14253	11/08/2012	NOR007	Northland Custom Woodworking	1,600.00	0
14254	11/08/2012	ORE001	O'Reilly Auto Parts	326.66	0
14255	11/08/2012	ODL001	Odland Fitzgerald Reynolds & Harbot	295.25	0
14256	11/08/2012	OPP001	Opp Construction	240,638.60	0
14257	11/08/2012	OTI001	Otis Elevator Company	900.00	0
14258	11/08/2012	PAR005	Paras Contracting	5,913.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
14259	11/08/2012	BPE001	Billy Pederson	105.00	0
14260	11/08/2012	PET001	Peterson Veterinarian Clinic P.C.	473.15	0
14261	11/08/2012	POL004	Polk County Recorder	184.00	0
14262	11/08/2012	PRA003	Prairie Wind BG Inc	406.13	0
14263	11/08/2012	PRA001	Praxair Distribution	23.89	0
14264	11/08/2012	PRE001	Premium Waters Inc	29.62	0
14265	11/08/2012	PSD001	PS Door Services	93.66	0
14266	11/08/2012	QUA002	Qualificatrion Targets Inc	425.38	0
14267	11/08/2012	QUI001	Quill Corp	185.16	0
14268	11/08/2012	RDO001	RDO Powerplan OIB	1,390.06	0
14269	11/08/2012	REL001	Reliable Office Supplies	122.62	0
14270	11/08/2012	RIS003	Casey Ristau	90.00	0
14271	11/08/2012	RMB001	RMB Environmental Lab Inc	73.00	0
14272	11/08/2012	ROD001	Jennifer Rodgers	40.00	0
14273	11/08/2012	ROT001	Roto Rooter	157.00	0
14274	11/08/2012	RYA002	Hilary & Cathy Ryan	5,000.00	0
14275	11/08/2012	RYA004	Ryan Contracting	4,982.70	0
14276	11/08/2012	SAF002	Safety Kleen Corp	824.76	0
14277	11/08/2012	SCH002	Scholastic Library Publishers	152.10	0
14278	11/08/2012	SEM001	Larry Semerikov	1,334.00	0
14279	11/08/2012	SEN001	Sentimental Reflections	110.00	0
14280	11/08/2012	SHO002	Shooting Star Casino Hotel and Event	67.13	0
14281	11/08/2012	SKI001	Skinner Roofing	375.00	0
14282	11/08/2012	SCT001	St. Cloud Tech & Community College	100.00	0
14283	11/08/2012	STA010	Eric & Ashley Stauss	5,000.00	0
14284	11/08/2012	STE001	Stennes Granite	1,425.00	0
14285	11/08/2012	STO001	Stone's Mobile Radio Inc	299.07	0
14286	11/08/2012	K&H001	Kenley Stordahl	1,500.00	0
14287	11/08/2012	STU001	Stuart's Towing	103.44	0
14288	11/08/2012	SWA002	Swanston Equipment Corporation	237,826.38	0
14289	11/08/2012	RET001	The Retrofit Companies Inc	2,855.04	0
14290	11/08/2012	TIG001	Tiger Direct.com	2,086.87	0
14291	11/08/2012	TIM001	Tim Shea's Nursery & Landscaping	10,500.00	0
14292	11/08/2012	TOD001	Todays Organized Living LLC	75.00	0
14293	11/08/2012	TRU001	True Temp	1,898.23	0
14294	11/08/2012	UPS001	UPS	11.76	0
14295	11/08/2012	UPS002	UPS Store	30.54	0
14296	11/08/2012	USF002	US Foodservice Inc TM	628.92	0
14297	11/08/2012	VAL001	Valley Petroleum Equipment	598.04	0
14298	11/08/2012	VER001	Verizon Wireless	130.14	0
14299	11/08/2012	VIL001	Vilandre Heating & A/C	792.91	0
14300	11/08/2012	WAL008	Anthony & Heather Walsh	5,000.00	0
14301	11/08/2012	WAT001	Water & Light Department	21,964.61	0
14302	11/08/2012	WDA001	WDAZ TV	21.00	0
14303	11/08/2012	WEL001	Wells Fargo Securities, LLC	83,645.86	0
14304	11/08/2012	WID001	Widseth Smith Nolting & Associates	35,520.13	0
14305	11/08/2012	WIZ001	Wizard's Enterprises Inc.	490.00	0
14306	11/08/2012	XCE001	Xcel Energy	3,334.57	0
14307	11/08/2012	XER001	Xerox Corporation	51.87	0
14308	11/08/2012	HIG001	Paul Zavoral	6,620.50	0
14309	11/08/2012	ZEE001	Zee Medical Service	509.19	0
14310	11/08/2012	ZIE001	Ziegler	1,370.01	0
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