

**AGENDA  
CITY COUNCIL  
WORK SESSION  
CITY OF EAST GRAND FORKS  
MARCH 10, 2009  
5:00 PM**

**CALL TO ORDER**

**CALL OF ROLL**

**DETERMINATION OF A QUORUM**

1. Rural Fire Contract – Randy Gust
2. Plans and Specifications – “2008 City Project No. 2 – Campground Improvements” – Greg Boppre
3. Change Order – “2008 Assessment Job No. 2 – Utilities & Street Construction” – Greg Boppre
4. 2009 Street Repair – John Wachter
5. 2009 Residential Garbage – John Wachter
6. Floodwall Storage Building – John Wachter
7. Designation of Park Map to assist in Drug Sale and Possession Prosecution – Ron Galstad

**ADJOURN**

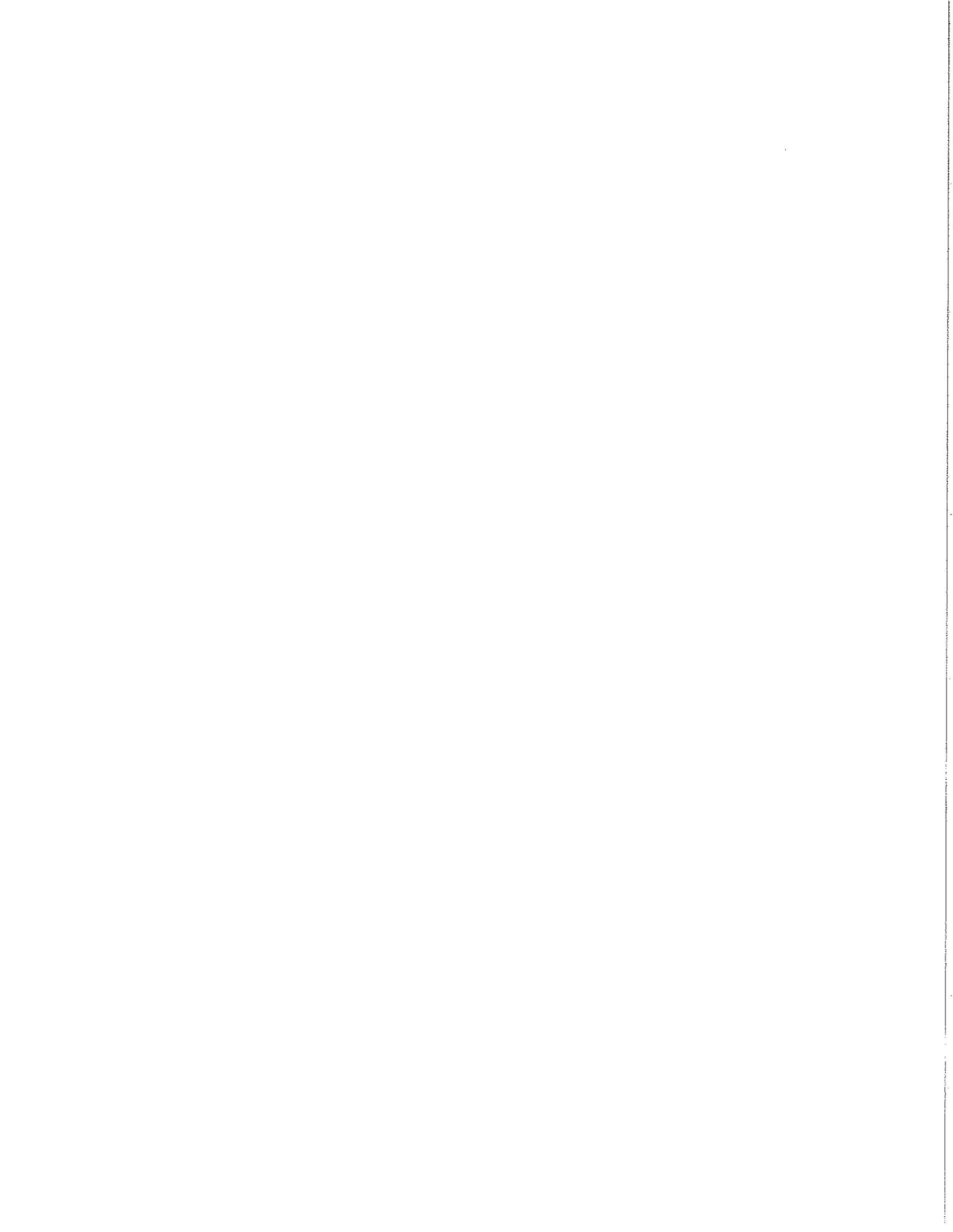
**UPCOMING MEETINGS**

Regular Meeting - March 17, 2009 – 5:00 PM – Council Chambers

Work Session – March 24, 2009 – 5:00 PM – Training Room

Work Session – March 31, 2009 – 5:00 PM – Training Room – If Needed

Regular Meeting - April 7, 2009 – 5:00 PM – Council Chambers



# Request for Council Action

Date: 3-4-09

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

Cc: File

From: Randy Gust

RE: Rural Fire Contract

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Scott Huizenga, Michelle French, and I met with Mike Krejci, Rural Fire Representative, to discuss a contract for 2010-2014. The proposal is to keep everything the same which includes and the increase of 3% each year from the following year (same as the previous contract).

Consider approving the request to approve the Agreement for Fire Services between the City of East Grand Forks and the following Townships: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan.

## AGREEMENT FOR FIRE SERVICES

**THIS AGREEMENT FOR FIRE SERVICES** is made and entered into this \_\_\_\_ day of March, 2009, by and between the City of East Grand Forks, a Municipal Corporation, of Polk County, Minnesota, (hereafter referred to as "City"), and the following Townships, all located in Polk County, Minnesota: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, (hereafter referred to as "Townships").

### RECITALS

- A. **WHEREAS**, the City has labor, facilities and equipment necessary to provide fire protection services for its own municipality and to the neighboring municipalities.
- B. **WHEREAS**, the City is willing and able to provide fire protection services to the Townships.
- C. **WHEREAS**, the Townships desire to enter into this Agreement to obtain fire protection services from the City.
- D. **WHEREAS**, the City and the Townships have entered into this agreement to define and identify the terms and conditions for the provision of fire protection services.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sum of One Dollar (1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Provision of Services:

- a. The City will endeavor to protect and save lives and property from destruction by fire in the following Townships: Bygland, Grand Forks, Huntsville, Keystone, Nesbit, Rhinehart and Sullivan, by furnishing suppression, prevention and investigation services to the Townships to the same extent that it does within the City of East Grand Forks.
- b. The City will also furnish labor and equipment to perform rescue operations on land and water, and provide limited medical treatment of injuries until advanced life support with transportation is available at the scene to remove the patient to a medical facility.
- c. The City will not furnish labor or equipment for any activity or service determined by the Fire Chief of the City to be of high risk to safety or health of the participants.

2. Service Area: The City will furnish all services to all properties within the limits of the Townships. The Townships shall provide a Capitalized Service Area Map to the City. The map shall be updated at least annually by the Townships in order to provide the most recent property descriptions to enable the City to locate and determine the best routes to all locations within the Townships.

3. Obligations of City: The City will make reasonable efforts to respond to all service calls from the Service Area, whenever notified, subject to the following conditions and limitations:
  - a. The City will not be required to furnish any services unless the road and weather conditions are such that any response to a service call can be made with reasonable safety to the personnel and equipment. The judgment of the Fire Chief, or other officer in charge, at the time of the service call that a response cannot be made with reasonable safety to the personnel and equipment shall be final and conclusive.
  - b. In the event all of the City's equipment is being used at the time that a service call is received, or is otherwise needed for local service, or in the event the City has received a prior contract call, or received simultaneous contract calls, the Fire Chief or other Officer in charge at the time of the service call, shall have complete discretion in deciding how to respond to the service call(s), including the order of response.
  - c. Monthly fire service reports shall be provided to the City Administrator and the Townships denoting the number of calls for the previous month and the hours spent in suppression, prevention, and investigative activities. A monthly rescue/medical report denoting the number and types of calls shall also be provided to the City Administrator and to the Townships.
  - d. Personnel assigned to provide services within the Service Area shall be employees of the City. The City shall assume all obligations with regard to compensation and benefits including worker's compensation insurance, withholding tax, and other agreed upon benefits which may exist. The Townships shall not be required to furnish any of the foregoing fringe benefits or assume any other liability of employment to any employee or other person assigned to duty within the Service Area.
  - e. The fire suppression, prevention and investigative services rendered to the Townships shall be under the sole discretion of the City. The degree of services rendered, the standards of performance, the hiring, firing and discipline of the personnel assigned, and other matters relating to the regulations and policies, shall remain in the sole control of the City.
  - f. The City agrees to house and maintain in all respects such fire apparatus and to carry such liability, property damage and workman's compensation insurance as is necessary to be carried on such fire apparatus and the personnel operating the same.
4. Indemnification:
  - a. The Townships will indemnify and hold the City harmless from and against all claims or causes of action resulting from any action by the City under this Agreement. The City shall not be liable in any way to the Townships for loss or

damage of any kind resulting from the failure of the City to respond to a service call whether such loss or damage is caused by the negligence of the officers, agents, or employees of the City, its fire department or other department.

- b. The City shall not be liable in any way to any inhabitant or property owner within the Service Area, or to any person, firm or corporation for failure of the City to attend a fire, or to put out a fire, or for damage to goods, or for any inspection, or for any act or omission. The City shall make no claims against the Townships on account of damage to the property of the City while providing service within the Service Area. The City shall carry liability insurance protecting itself against damage claims of its personnel for personal injuries sustained while in service within the Service Area, and to further carry liability insurance saving both parties harmless so far as negligent acts of the employees of the City are concerned.

5. Command Responsibility: The Fire Chief: or Incident Command Officer shall have the sole and exclusive right and responsibility to prescribe the manner and method of responding to calls and rendering the services contemplated. Said individual immediately upon arriving at the scene of any fire, rescue or medical call shall have the sole and exclusive responsibility and or scenes, including the direction of police officers at the scene with respect to traffic control, protection of citizens and other incidents of the emergency. If, in the opinion of the commanding officer, additional equipment is needed from other jurisdictions or private businesses to reduce the emergency, then the Fire Chief or Incident Command Officer shall have authority to obtain the needed equipment.

6. Township Payments:

- a. The Townships agree to pay the City annual payments on April 1<sup>st</sup> each year as follows:
  - i. April 1, 2010: 34,775
  - ii. April 1, 2011: 35,819
  - iii. April 1, 2012: 36,893
  - iv. April 1, 2013: 38,000
  - v. April 1, 2014: 39,140
- b. The City shall apply for, obtain, process and spend all fire aid available from the State of Minnesota, (currently equal to 2%) in accordance with all applicable laws, rules and regulations during the term of this agreement.
- c. In the event of a fire in the Recipient Townships, the City shall be authorized to bill a township resident who receives fire protection services a reasonable sum for the services provided, up to a maximum amount of \$2,500.00 per fire. In the event that the City does not receive payment within 60 days after billing the Township resident, the Township in which the resident lives shall pay the City the amount owed and the City shall assign it's claim for services to the Township.

7. Lease of Equipment: All capital equipment and personal property and all other property identified in the records of the City of East Grand Forks and the respective Townships are

deemed to be their own respective assets. (See attached Exhibit "A"). Possession and control of the assets owned by Townships are hereby leased to the City for the duration of this Agreement.

- a. It is understood and agreed between the parties to this Agreement the Townships may upgrade the equipment leased to the City under this Agreement at any time during the term of this Agreement. The City shall be responsible for all upkeep, maintenance and repairs on all equipment leased under this Agreement, including any upgraded equipment, during the term of this Agreement. Notwithstanding the foregoing, all annual maintenance costs in excess of \$500.00 on Township fire equipment and apparatus will be divided equally between the City and the Townships. All in-house labor provided by the City will not be charged to the Townships.
  - b. It is understood and agreed between the parties to this Agreement the City may use personal property and capital equipment leased from the Townships to provide fire protection services to the City of East Grand Forks, Minnesota. The City agrees it will use the equipment leased from the Townships as secondary, backup equipment, in the event the City's equipment is insufficient or inoperable for the purpose of providing fire protection services to the City of East Grand Forks, Minnesota.
  - c. Nothing in this Agreement is to be interpreted as modifying the rights of each individual Township or the City regarding their respective specific assets. However, should any Township decide to withdraw from the fire service area prior to the termination of this Agreement, the withdrawing Township will relinquish its rights to possession, control and use of the personal property and capital equipment to the remaining Townships for the duration of this Agreement. It is understood and agreed the Townships' personal property and capital equipment will remain in the possession of the City for the duration of this Agreement.
  - d. Once this Agreement is terminated, all assets, capital equipment and personal property owned or purchased by the Townships will be returned to the Townships in workable condition, reasonable wear and tear excepted. Furthermore, all capital equipment and personal property purchased by the Townships, under this Agreement, in whole or in part, are expressly agreed to be assets of the Townships pursuant to the provisions of this Paragraph 7.
  - e. The parties agree to cooperate in the execution of additional legal instruments necessary to promptly carry out the intent of this Paragraph 7.
8. Term of Agreement: The term of this Agreement shall be five (5) years, commencing on April 1, 2010 and expiring May 1, 2015.
9. Notifications: Legal notifications or fee statements required to be given to the parties of this contract shall be made in writing to the following officials at the stated locations:

City: City Administrator  
600 DeMers Avenue  
East Grand Forks, MN 56721

Townships: Clerk of the Respective Townships

10. Severability: Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provisions of this Agreement.
11. Entire Agreement: This Agreement, with its attachments, contains the entire agreement between the parties herein. There have been no oral or other agreements between the parties pertaining to the subject matter of this Agreement. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein.
12. Modification: No alteration, modification or deviation from the terms and conditions of this Agreement shall be effective unless such alteration, modification or deviation is in writing and signed by all parties.
13. Assignment: Neither party may assign its interest or rights hereunder without the prior, express written consent of the other parties.
14. Venue: Any and all disputes arising out of this Agreement shall be governed by the laws of the State of Minnesota and venued in District Court in Polk County, Minnesota.
15. Time is of the Essence: The time within which any act or condition is to be done or completed may only be extended by written agreement between the parties.
16. Cooperation: Each of the parties hereto agrees that they will, at the request of the other, execute and deliver any and all instruments reasonably necessary to carry into effect the terms and conditions of this Agreement.

TOWNSHIPS:

Bygland Township:

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

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

Grand Forks Township:

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

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

Huntsville Township:

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

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

Keystone Township:

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

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

Nesbit Township:

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

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

Rhinehart Township:

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

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

Sullivan Township:

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

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

IN TESTIMONY WHEREOF, the parties of this contract have hereunto set their hands and seals this on the date specified herein.

CITY:

The City of East Grand Forks, Minnesota  
A Municipal Corporation.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lynn Stauss, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Huizenga, City Administrator

**MUTUAL OWNERSHIP  
EAST GRAND FORKS CITY AND RURAL FIRE DEPARTMENT**

#424 CHEVY PICK-UP (SKID UNIT WITH WATER TANK AND PUMP)

#411 CHEVY PICK-UP

#436 POLARIS 6X6 RANGER

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**RURAL FIRE DEPARTMENT EQUIPMENT OWNERSHIP**

SKID UNIT FOR RANGER (WATER TANK AND PUMP)  
HEWLETT PACKARD DESKJET 648C PRINTER  
3 NOVA W/MONTOR INC CHARGER  
6 AIR PACK

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**REPAIRS AND MAINTENANCE**

SEE BUDET SHEETS (ARTICLE II)

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**409 RURAL PUMPER**

2001 INTERNATIONAL 4900  
1250 GPM SINGLE STAGE WATEROUS PUMP  
1000 GALLON BOOSTER TANK  
300 HP DIESEL ENGINE  
PIERCE MANUFACTER

## 409 INVENTORY

3/2003

1X PORTABLE HONDA SMOKE EJECTOR FAN  
1X HONDA GAS POWERED 5000 WATT GENERATOR  
2X FLASHLIGHTS  
2X FLOOD LIGHTS  
3X SLAVAGE COVERS  
2X AXES  
4X CROW/BRY BARS  
1X HALIGAN BAR  
1X DEAD BLOW MALLET  
2X FIRE BROOMS  
1X PITCH FORK  
1X SPADE SHOVEL  
2X 4 FOOT D-RING FLAT SHOVELS  
1X GRAIN SHOVEL  
4X SPANNER WRENCHES  
2X HYDRANT WRENCHES  
1X SLEDGE HAMMER  
1X BOX ROAD/CHIMMEY FLARES  
2X LIFE JACKETS  
1X CHEST WADERS  
4X 4X4X20 CRIBBING BLOCKS  
1X 100FT EXTENSION CORD AND REEL  
4X SCBA COMPLETE WITH FACE PIECES  
4X SPARE SCBA BOTTLES  
2X 2.5 INCH COMBINATION NOZZLES  
7X 1.5 INCH COMBINATION NOZZLES  
1X 2.5 INCH STRAIGHT STEAM NOZZLE  
2X 2.5X2.5 FEMALE COUPLINGS  
3X 2.5X2.5 MALE COUPLINGS  
1X 2.5 INCH FEMALE X 2.5 INCH MALE INLINE HOSE VALVE  
1X 6 INCH SUCTION PLATE  
2X 10 FOOT X 6 INCH HARD SUCTION HOSE  
2X 10 FOOT X 2.5 INCH HARD SUCTION HOSE  
1X 2000 GALLON DROP TANK  
1X 25 FOOT 5 INCH STREAMER HOSE  
1X FOAM PRO#2001 FOAM SYSTEM  
1X 6 FOOT PIKE POLE  
1X 8 FOOT PIKE POLE  
1X 2.5 INCH HYDRANT HOSE GATE  
2X 2.5X1.5X1.5 GATES Y  
3X FIRE EXTINGUISER  
1X 24 FOOT ALUMIUN LADDER  
1X 12 FOOT ROOF LADDER



1X 41/2 TO 21/2 REDUCER  
1X 21/2 FEMALE / 21/2 MALE FITTING W/SHUT OFF  
1X BOX OF CHIMNEY FLARES

BOT SHELF

1X CHAIN SAW  
2X CHAIN LINK HOSE TOOLS  
1X HYDRANT WRENCH  
1X DEADBLOW HAMMER  
2X SPANNER WRENCHES  
1X VICE-GRIP TYPE GAS LINE CLAMP  
1X FOAM PICK-UP NOZZLE  
1X 21/2 STRAINER  
1X FUNNEL  
1X 1 GAL BAR OIL  
1X 1 GAL GAS MIX (50:1)  
1X 5 GAL GAS CAN  
1X TOOL BOX W/ YELLOW "DO NOT CROSS LINE" TAPE  
1X ORANGE MEDICAL BAG  
1X AMBU BAG VALVE KIT

DRIVERSIDE

MID COMP

TOP SHELF

2X PORTABLE LAMPS  
2X LIFE VEST  
1X CHIMNEY FIRE CHAIN  
1X UTILITY ROPE BAG

DRIVERSIDE

MID COMP

BOTTOM SHELF

1X SALVAGE TARP  
1X PORTABLE HALOGEN LIGHT  
2X SPANNER BELTS  
1X CROW BAR  
2X PRY BARS  
1X HALIGAN BAR  
1X BOLT CUTTER

DRIVERSIDE

REAR COMP

TOP SHELF

2X SPARE SCBA BOTTLES

BOTTOM SHELF

2X COMPLETE SCBA W/FACE PIECE  
2X SPARE SCBA BOTTLES  
2X PICK HEADED AXE  
1X CHESTWADERS

TAIL BOARD  
COMP

2X ELECTRIC CORD REELS  
1X GENERATOR  
2X EXTENSION CORD BUNDLES  
2X ELECTRIC CORD ADAPTORS

PASSENGER  
FRONT COMP

1X STRAINER  
1X ELECTRIC SMOKE EXTRACTOR  
1X 10' STEAMER HOSE W/REDUCER  
2X COMPLETE SCBA W/FACE PIECE (SUITCASE)

PASSENGER  
REAR COMP

1X DRY CHEMICAL EXTINGUISHER 20LB  
1X CO2 EXTINGUISHER 10LB  
1X STRAINER

PASSENGER  
SIDE

1X ATTIC LADDER  
1X 6FT STEP LADDER  
1X 14 FT ROOF LADDER  
1X 24 FT EXTENSION LADDER  
1X 14 FT PIKE POLE

TOP SIDE  
FRONT

1X 200 FT 1 1/2 PRECONNECT W/ #1TFT  
1X 200 FT 1 3/4 PRECONNECT W/#2TFT  
3X GRASS FLAPPERS  
1X SCOUP SHOVEL  
1X PITCH FORK  
1X 5 GAL FLOOR DRY  
1X 50 FT ROLL 2 1/2 HOSE  
1X 50 FT ROLL 1 3/4 HOSE  
2X 5 GAL CLASS A FOAM  
2X 5 GAL AFFF FOAM  
1X 3500 GAL DROP TANK

HOSE BED  
DRIVERSIDE

+350 FT 2 1/2 HOSE (ACCORDIAN STYLE)  
+350 FT 2 1/2 HOSE (ACCORDIAN STYLE)  
+100 FT 1 1/2 HOSE W/ GATED WYE (BUNDLE STYLE)

HOSE BED  
MIDDLE

+200 FT 2 1/2 PRECONNECT W/ NOZZLE

TOP SIDE

REAR COMP            2X    10 FT 2 1/2 HARD SUCTION  
                          2X    10 FT 4" HARD SUCTION  
                          1X    PIERCING NOZZLE

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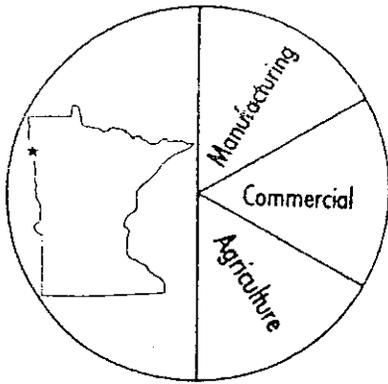
**406 INVENTORY**

**3/2003**

**1981 FORD TRUCK**

**3500 GALLON TANKER TRUCK**

1X    HYDRANT WRENCH  
1X    RUBBER Mallet  
1X    PIPE WRENCH  
1X    HYDRANT Y 3 INCH  
4X    SPANNER WRENCHES  
1X    SPADE SHOVEL  
1X    PORTABLE PUMP  
2X    FLASHLIGHT  
1X    5 INCH STEAMER  
2X    3 INCH 50 FT HOSE



# City of East Grand Forks

*"Center of the Rich Red River Valley"*

EAST GRAND FORKS, MINNESOTA 56721

RONALD I. GALSTAD  
Assistant City Attorney  
P.O. Box 386  
East Grand Forks, MN 56721  
Phone: 218-773-9729  
Fax: 218-773-8950

May 6, 2005

Craig Mattson  
City Administrator  
P.O. Box 373  
East Grand Forks, MN 56721

**RE: Agreement For Fire Services**

Dear Mr. Mattson:

Enclosed please find the original Agreement for Fire Services and Gerard D. Neil's original April 26, 2005 correspondence for your file. By copy of this correspondence I am providing Gerard Neil with a copy of a fully executed Agreement.

As you will see, the April 26, 2005 correspondence provides a breakdown of the share of each of the seven townships for the fire services.

Should you have any additional questions or concerns, please do not hesitate to contact me.

Respectfully yours,

Ronald I. Galstad  
RIG/jp

Enclosures

CC: Frank Ringstad (w/ Enclosures)  
Gerard D. Neil (w/ Enclosures)

*Gerard D. Neil* P.C.  
Attorney at Law

REC'D APR 27 2005

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MSBA Board Certified Real Property Specialist

418 Third Street NW  
P.O. Box 477  
East Grand Forks, MN 56721  
e-mail: gerard@gerardneillaw.com

Licensed in MN & ND  
Telephone (218) 773-0808  
Fax (218) 773-2355

*April 26, 2005*

*Ronald I. Galstad, Attorney  
City of East Grand Forks  
P.O. Box 386  
East Grand Forks, MN 56721*

*In re: Agreement for Fire Services  
File No. 11750*

*Dear Ron:*

*Enclosed please find the Agreement for Fire Services which has been executed by the appropriate officials from all 7 townships. Please add the signature page for the City of East Grand Forks and provide me with a fully executed copy as soon as possible.*

*The City of East Grand Forks will be receiving separate checks from each of the 7 townships as follows:*

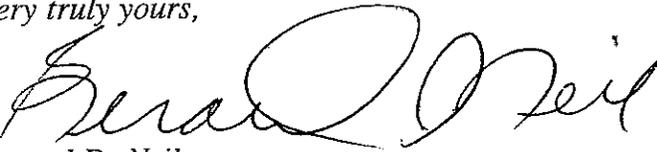
<i>Bygland Township</i>	<i>\$ 4,923.00</i>
<i>Grand Forks Township</i>	<i>\$ 3,675.00</i>
<i>Huntsville Township</i>	<i>\$ 9,615.00</i>
<i>Keystone Township</i>	<i>\$ 2,934.00</i>
<i>Nesbit Township</i>	<i>\$ 3,510.00</i>
<i>Rhinehart Township</i>	<i>\$ 1,413.00</i>
<i>Sullivan Township</i>	<i>\$ <u>3,930.00</u></i>
<i>Total</i>	<i>\$30,000.00</i>

Ronald Galstad  
April 26, 2005  
Page 2

*The formula used by the 7 townships to divide up responsibility will change a bit from year to year. They have a rough formula that they use, but they make adjustments each year. Accordingly, when the City is ready to bill the 7 townships each year, the City may contact Mike Krejci, of Huntsville Township, for the breakdown of the amounts owed by each township.*

*If you have any questions or need any additional information, please contact me. Thank you for your assistance with this matter.*

*Very truly yours,*



Gerard D. Neil

GDN/sjn  
Enclosure

## AGREEMENT FOR FIRE SERVICES

---

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- b. In the event all of the City's equipment is being used at the time that a service call is received, or is otherwise needed for local service, or in the event the City has received a prior contract call, or received simultaneous contract calls, the Fire Chief or other Officer in charge at the time of the service call, shall have complete discretion in deciding how to respond to the service call(s), including the order of response.
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4. **Indemnification:**

- a. The Townships will indemnify and hold the City harmless from and against all claims or causes of action resulting from any action by the City under this Agreement. The City shall not be liable in any way to the Townships for loss or damage of any kind resulting from the failure of the City to respond to a service call whether such loss or damage is caused by the negligence of the officers, agents, or employees of the City, its fire department or other department.
- b. The City shall not be liable in any way to any inhabitant or property owner within the Service Area, or to any person, firm or corporation for failure of the City to attend a fire, or to put out a fire, or for damage to goods, or for any inspection, or for any act or omission. The City shall make no claims against the Townships on account of damage to the property of the City while providing service within the Service Area. The City shall carry liability insurance protecting itself against damage claims of its personnel for personal injuries sustained while in service within the Service Area, and to further carry liability insurance saving both parties harmless so far as negligent acts of the employees of the City are concerned.

5. **Command Responsibility:** The Fire Chief: or Incident Command Officer, shall have the sole and exclusive right and responsibility to prescribe the manner and method of responding to calls and rendering the services contemplated. Said individual immediately upon arriving at the scene of any fire, rescue or medical call shall have the sole and exclusive responsibility and authority to direct and control any and all firefighting and emergency operations at such scene or scenes, including the direction of police officers at the scene with respect to traffic control, protection of citizens and other incidents of the emergency. If, in the opinion of the commanding officer, additional equipment is needed from other jurisdictions or private businesses to reduce the emergency, then the Fire Chief or Incident Command Officer shall have authority to obtain the needed equipment.

6. **Township Payments:**

- a. The Townships agree to pay the City annual payments on April 1<sup>st</sup> each year as follows:
  - i. April 1, 2005: \$30,000
  - ii. April 1, 2006: \$30,900
  - iii. April 1, 2007: \$31,827
  - iv. April 1, 2008: \$32,781
  - v. April 1, 2009: \$33,763
- b. The City shall apply for, obtain, process and spend all fire aid available from the State of Minnesota, (currently equal to 2%), in accordance with all applicable laws, rules and regulations during the term of this Agreement.

- c. In the event of a fire in the Recipient townships, the City shall be authorized to bill a township resident who receives fire protection services a reasonable sum for the services provided, up to maximum amount of \$2,500.00 per fire. In the event that the City does not receive payment within 60 days after billing the Township resident, the Township in which the resident lives shall pay the City the amount owed and the City shall assign it's claim for services to the Township.

7. **Lease of Equipment:** All capital equipment and personal property and all other property identified in the records of the City of East Grand Forks and the respective Townships are deemed to be their own respective assets. (See attached Exhibit "A"). Possession and control of the assets owned by Townships are hereby leased to the City for the duration of this Agreement.

- a. It is understood and agreed between the parties to this Agreement the Townships may upgrade the equipment leased to the City under this Agreement at any time during the term of this Agreement. The City shall be responsible for all upkeep, maintenance and repairs on all equipment leased under this Agreement, including any upgraded equipment, during the term of this Agreement. Notwithstanding the foregoing, all annual maintenance costs in excess of \$500.00 on Township fire equipment and apparatus will be divided equally between the City and the Townships. All in-house labor provided by the City will not be charged to the Townships.
- b. It is understood and agreed between the parties to this Agreement the City may use personal property and capital equipment leased from the Townships to provide fire protection services to the City of East Grand Forks, Minnesota. The City agrees it will use the equipment leased from the Townships as secondary, backup equipment, in the event the City's equipment is insufficient or inoperable for the purpose of providing fire protection services to the City of East Grand Forks, Minnesota.
- c. Nothing in this Agreement is to be interpreted as modifying the rights of each individual Township or the City regarding their respective specific assets. However, should any Township decide to withdraw from the fire service area prior to the termination of this Agreement, the withdrawing Township will relinquish its rights to possession, control and use of the personal property and capital equipment to the remaining Townships for the duration of this Agreement. It is understood and agreed the Townships' personal property and capital equipment will remain in the possession of the City for the duration of this Agreement.
- d. Once this Agreement is terminated, all assets, capital equipment and personal property owned or purchased by the Townships will be returned to the Townships in workable condition, reasonable wear and tear excepted. Furthermore, all capital equipment and personal property purchased by the Townships, under this Agreement, in whole or in part, are expressly agreed to be assets of the Townships pursuant to the provisions of this Paragraph 7.

e. The parties agree to cooperate in the execution of additional legal instruments necessary to promptly carry out the intent of this Paragraph 7.

8. **Term of Agreement:** The term of this Agreement shall be five (5) years, commencing on April 1, 2005, and expiring March 31, 2010.

9. **Notifications:** Legal notifications or fee statements required to be given to the parties of this contract shall be made in writing to the following officials at the stated locations:

**City:** City Administrator  
600 Demers Avenue  
East Grand Forks, MN 56721

**Townships:** Clerk of the Respective Townships

10. **Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provisions of this Agreement.

11. **Entire Agreement:** This Agreement, with its attachments, contains the entire agreement between the parties herein. There have been no oral or other agreements between the parties pertaining to the subject matter of this Agreement. There are no agreements, warranties, or representations, express or implied, except those expressly set forth herein.

12. **Modification:** No alteration, modification or deviation from the terms and conditions of this Agreement shall be effective unless such alteration, modification or deviation is in writing and signed by all parties.

13. **Assignment:** Neither party may assign its interest or rights hereunder without the prior, express written consent of the other parties.

14. **Venue:** Any and all disputes arising out of this Agreement shall be governed by the laws of the State of Minnesota and venued in District Court in Polk County, Minnesota.

15. **Time is of the Essence:** The time within which any act or condition is to be done or completed may only be extended by written agreement between the parties.

16. **Cooperation:** Each of the parties hereto agrees that they will, at the request of the other, execute and deliver any and all instruments reasonably necessary to carry into effect the terms and conditions of this Agreement.

TOWNSHIPS:

Bygland Township

By: Osmond B. Moore

Date: 3/8/05

Its: Chairman

Grand Forks Township

By: *[Handwritten Signature]*

Date: 3-14-05

Its: CHAIRMAN

Huntsville Township

By: *Faul Frisell*  
Its: *Chairman*

Date: *May 23<sup>rd</sup> 2005*

Keystone Township

By: Samuel Luswell

Date: 3-15-05

Its: Chairman

Nesbit Township

By: Ernie F. Vanek, et al  
Van Van Em - Supervisor  
Its: John Van Supervisor

Date: 3/31/2005

Rhinehart Township

By: W. Young Finney

Date: 3-10-05

Its: Chairman Supervisor

Sullivan Township

By: Tom Nowak

Date: 3-8-05

Its: chairman

IN TESTIMONY WHEREOF, the parties of this contract have hereunto set their hands and seals this on the date specified herein.

**CITY:**

The City of East Grand Forks, Minnesota  
A Municipal Corporation.

BY: Lynn Stauss  
Lynn Stauss, Mayor

Date: 5-3-05

Craig Mattson  
Craig Mattson, City Administrator

Date 5-3-05

MUTUAL OWNERSHIP  
E.G.F CITY AND RURAL FIRE DEPARTMENT

#424 CHEVY PICK-UP (SKID UNIT WITH WATER TANK AND PUMP)

#411 CHEVY PICK-UP

off #420 CHEVY BLAZER

#436 POLARIS 6X6 RANGER

---

RURAL FIRE DEPARTMENT  
EQUIPMENT OWNERSHIP

SKID UNIT FOR RANGER (WATER TANK AND PUMP)

HEWLETT PACKARD DESKJET 648C PRINTER

~~15 SETS OF FIRE TURN-OUT GEAR~~

3 nova w/montor Inc. charger

6 air pack

---

REPAIRS AND MAINTENANCE

SEE BUDGET SHEETS (ARTICLE II)



409

**RURAL PUMPER**

2001 INTERNATIONAL 4900

1250 GPM SINGLE STAGE WATEROUS PUMP

1000 GALLON BOOSTER TANK

300 HP DIESEL ENGINE

PIERCE MANUFACTER

7055 TR / RC 2278 178-1 402330 222

# CERTIFICATE OF ORIGINALITY



## INTERNATIONAL

from NAVISTAR™

DATE  
JULY 06, 2000

INVOICE NO.  
200706002

VEHICLE IDENTIFICATION NO.  
1HTSPADR71H290943

YEAR  
2001

MAKE  
INTERNATIONAL

BODY TYPE  
CAB & CHASSIS

SHIPPING WEIGHT

H.P. (S.A.E.)  
35000

NO. CYLS.  
6

SERIES OR MODEL  
4900 4X2

ENGINE NAME  
50S 530E HEUT INT DEL 300HP@20/2200

ENGINE NO.  
001254023

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.  
NAME OF DISTRIBUTOR, DEALER, ETC.

MID-STATE TRUCK SV INC  
P.O. BOX 1150  
MARSHFIELD WI 54449

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

NAVISTAR INTERNATIONAL TRANSPORTATION CORP.

BY: 1111 NORTHSIDE DR.

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

1059768

CITY - STATE

LGE-1015-D

409  
INVENTORY  
3/2003

1X PORTABLE HONDA SMOKE EJECTOR FAN  
1X HONDA GAS POWERED 5000 WATT GENERATOR  
2X FLASHLIGHTS  
2X FLOOD LIGHTS  
3X SLAVAGE COVERS  
2X AXES  
4X CROW/BRY BARS  
1X HALIGAN BAR  
1X DEAD BLOW MALLET  
2X FIRE BROOMS  
1X PITCH FORK  
1X SPADE SHOVEL  
2X 4 FOOT D-RING FLAT SHOVELS  
1X GRAIN SHOVEL  
4X SPANNER WRENCHES  
2X HYDRANT WRENCHES  
1X SLEDGE HAMMER  
1X BOX ROAD/CHIMMEY FLARES  
2X LIFE JACKETS  
1X CHEST WADERS  
4X 4X4X20 CRIBBING BLOCKS  
1X 100FT EXTENSION CORD AND REEL  
4X SCBA COMPLETE WITH FACE PIECES  
4X SPARE SCBA BOTTLES  
2X 2.5 INCH COMBINATION NOZZLES  
7X 1.5 INCH COMBINATION NOZZLES  
1X 2.5 INCH STRAIGHT STEAM NOZZLE  
2X 2.5 X 2.5 FEMALE COUPLINGS  
3X 2.5 X 2.5 MALE COUPLINGS  
1X 2.5 INCH FEMALE X 2.5 INCH MALE INLINE HOSE VALVE  
1X 6 INCH SUCTION PLATE  
2X 10 FOOT X 6 INCH HARD SUCTION HOSE  
2X 10 FOOT X 2.5 INCH HARD SUCTION HOSE  
1X 2000 GALLON DROP TANK  
1X 25 FOOT 5 INCH STEAMER HOSE  
1X Foam PR6 #2001 Foam System

1X 6 FOOT PIKE POLE  
1X 8 FOOT PIKE POLE  
1X 2.5 INCH HYDRANT HOSE GATE  
2X 2.5X1.5X1.5 GATED Y  
3X FIRE EXTINGUISER  
1X 24 FOOT ALUMIUN LADDER  
1X 12 FOOT ROOF LADDER  
1X 10 FOOT COLLAPSABLE LADDER  
1X 200 FEET 3 INCH HOSE  
1X 600 FEET 2.5 INCH HOSE  
1X 600 FEET 1.75 INCH HOSE  
1X 200 FEET 1.5 INCH HOSE  
4X 5 GALLONS CLASS A FOAM

**HOSE ON RACK IN STATION**

1X 200 FEET 3 INCH HOSE  
1X 600 FEET 2.5 INCH HOSE  
1X 600 FEET 1.75 INCH HOSE  
1X 200 FEET 1.5 INCH HOSE

404  
RURAL PUMPER

1985 CHEVY KODIAK  
TRIPLE COMBINATION PUMPER  
750 GPM 2 STAGE PUMP (WAT.)  
1000 GAL. BOOSTER TANK  
CAT 3208T DIESEL ENGINE  
ALLISON AUTOMATIC TRANS.  
SPLIT SHAFT PTO

1985 Rural Pump

5200

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

DATE	04/16/85		INVOICE NO.	1A016855651
VEHICLE IDENTIFICATION NO.	1GBM7D1Y0FV209778	YEAR	1985	MAKE
BODY TYPE	MED. CONV. "7" SERIES SRA			CHEVROLET
H.P. (S.A.E.)	64.8	G.V.W.R.	33000	SHIPPING WEIGHT
		NO. CYLS.	08	9621
				SERIES OR MODEL
				CC7D042
N.T.R.	S.D.C.W.	CAPACITY	H.P. (J245)	
4 1/2 TON	8394	N/A	225	

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

**CENTRAL CHEVROLET, INC.**  
 PO BOX 9 I-35  
 NORTH BRANCH MN 55056-0009

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

**CHEVROLET MOTOR DIVISION**  
**GENERAL MOTORS CORPORATION**

664913522

00908

BY: \_\_\_\_\_  
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

**30007 VAN DYKE, WARREN, MI 48090**  
 CITY - STATE

404  
INVENTORY  
5/2002

CAB	1X	ERG (2000 EMERGENCY RESPONSE GUIDE)
	1X	WINTER FRONT
DRIVER SIDE FRONT COMP. TOP SHELF	3X	FLASHLITES
	1X	BAG OF HAZ. MAT. ABSORBANT
	1X	SAWZ-ALL
	1X	THROW ROPE
	1X	BOX OF TYVEC SUITS
	1X	BOX WITH RUBBER GLOVES & GARBAGE BAGS
MID. SHELF	2X	2 1/2 NOZZLES
	2X	2 1/2 TO 1 1/2 REDUCERS
	2X	2 1/2 DOUBLE MALE FITTINGS
	1X	4 1/2 TO 2 1/2 REDUCER
	1X	2 1/2 FEMALE / 2 1/2 MALE FITTING W/ SHUT OFF
	1X	BOX OF CHIMNEY FLARES
BOT. SHELF	1X	CHAIN SAW
	2X	CHAIN LINK HOSE TOOLS
	1X	HYDRANT WRENCH
	1X	DEADBLOW HAMMER
	2X	SPANNER WRENCHES
	1X	VICE-GRIP TYPE GAS LINE CLAMP
	1X	FOAM PICK-UP NOZZLE
	1X	2 1/2 STRAINER
	1X	FUNNEL
	1X	1 GAL. BAR OIL
	1X	1GAL GAS MIX (50:1)
	1X	5 GAL. GAS CAN
	1x	<i>Toot Box w/ Yellow "Do Not Cross Line" Tape</i>
DRIVERSIDE MID. COMP. TOP SHELF	1x	<i>Orange Medical Bag + 1 Ambu Bag Valve Kit</i>
	2X	POTABLE LAMPS
	2X	LIFE VEST
	1X	CHIMNEY FIRE CHAIN
	1X	UTILITY ROPE BAG

DRIVER SIDE

MID. COMP.

BOTTOM SHELF

- 1X SALVAGE TARP
- 1X PORTABLE HALOGEN LIGHT
- 2X SPANNER BELTS
- 1X CROW BAR
- 2X PRY BARS
- 1X HALIGAN BAR
- 1X BOLT CUTTER

DRIVER SIDE

REAR COMP.

TOP SHELF

- 2X SPARE SCBA BOTTLES

BOTTOM SHELF

- 2X COMPLETE SCBA W/ FACE PIECE
- 2X SPARE SCBA BOTTLES
- 2X PICK HEADED AXE
- 1X CHESTWADERS

TAIL BOARD

COMP.

- 2X ELECTRIC CORD REELS
- 1X GENERATOR
- 2X EXTENSION CORD BUNDLES
- 2X ELECTRIC CORD ADAPTORS

PASSENGER

FRONT COMP.

- 1X STAINER
- 1X ELECTRIC SMOKE EXTRACTOR
- 1X 10' STEAMER HOSE W/ REDUCER
- 2X COMPLETE SCBA W/ FACE PIECE (SUITCASE)

PASSENGER

REAR COMP.

- 1X DRY CHEMICAL EXTINGUISHER 20LB
- 1X CO2 EXTINGUISHER 10LB
- 1X STRAINER

PASSENGER

SIDE

- 1X ATTIC LADDER
- 1X 6 FT STEP LADDER
- 1X 14 FT ROOF LADDER
- 1X 24 FT EXTENSION LADDER
- 1X 14 FT PIKE POLE

TOP SIDE  
FRONT

*6/22*

*W*

- 1X 200 FT 1 1/2 PRECONNECT W/ #1 TFT
- 1X 200 FT 1 3/4 PRECONNECT W/ #2 TFT
- 3X GRASS FLAPPERS
- 1X SCOUP SHOVEL
- 1X PITCH FORK
- 1X 5 GAL. FLOOR DRY
- 1X 50 FT ROLL 2 1/2 HOSE
- 1X 50 FT ROLL 1 3/4 HOSE
- 2X 5 GAL. CLASS A FOAM
- 2X 5 GAL. AFFF FOAM
- 1X 3500 GAL. DROP TANK

HOSE BED

- DRIVERSIDE *W* + 350 FT 2 1/2 HOSE (ACCORDIAN STYLE)  
*W* + 300 FT 2 1/2 HOSE (ACCORDIAN STYLE)  
*W* + 100 FT 1 1/2 HOSE W/ GATED WYE ( BUNDLE STYLE)

HOSE BED

- MIDDLE *W* + 200 FT 2 1/2 PRECONNECT W/ NOZZLE

TOP SIDE

- REAR COMP.      2X 10 FT 2 1/2 HARD SUCTION  
                         2X 10 FT 4" HARD SUCTION  
                         1X PIERCING NOZZLE

406  
INVENTORY  
3/2003  
1981 FORD TRUCK  
3500 GALLON TANKER TRUCK

1X	HYDRANT WRENCH
1X	RUBBER MALLET
1X	PIPE WRENCH
1X	HYDRANT Y 3 INCH
4X	SPANNER WRENCHES
1X	SPADE SHOVEL
1X	PORTABLE PUMP
2X	FLASHLIGHT
1X	5 INCH STEAMER
2X	3 INCH 50FT HOSE

**STATE OF NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

VEHICLE IDENTIFICATION NO.	YEAR MODEL	YEAR REGISTERED	MAKE	BODY STYLE	MODEL
1FDXK90T4BVJG2259	1981	1981	FORD	3-5 IN	
TITLE NUMBER	CLASS	REG. WEIGHT	COUNTY NO.	DATE ISSUED	STAMPER MONTH
3398034	TRUCK	J26000	50	12/27/91	
OWNERS NAME AND ADDRESS			ODOMETER MILES	ODOMETER STATUS	

UVE SALES  
RR 1  
MINTO

ND 58261-9801



I CERTIFY THAT THE APPLICANT HAS COMPLIED WITH THE REQUIREMENTS OF TITLE 39 OF THE NORTH DAKOTA CENTURY CODE, AND AMENDMENTS THERETO, RELATIVE TO THE ISSUANCE OF A CERTIFICATE OF TITLE FOR A VEHICLE. ANY LIEN RECORDED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION AGAINST THE ABOVE DESCRIBED VEHICLE IS SHOWN BELOW AND THE LIENHOLDER NAMED IS AND SHALL REMAIN LEGAL OWNER OF THE VEHICLE UNTIL THE ENCUMBRANCE IS RELEASED OR SATISFIED.

I CERTIFY THAT THE APPLICANT NAMED HAS BEEN DULY REGISTERED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION IN THE STATE OF NORTH DAKOTA AS THE REGISTERED OWNER OF THE VEHICLE DESCRIBED AND THAT THE VEHICLE IS SUBJECT TO THE ENCUMBRANCES AS SET FORTH BELOW IF ANY IS STATED.

*[Handwritten Signature]*

DIRECTOR, DRIVER AND VEHICLE SERVICES

DEPARTMENT OF TRANSPORTATION  
VEHICLE SERVICES DIVISION  
608 EAST BOULEVARD AVENUE  
BISMARCK, ND 58505-0780  
(701) 224-2725

LEGAL TITLE OWNER (LIENHOLDER)

LIEN RELEASE

ALL INTERESTS IN THE ABOVE DESCRIBED VEHICLE ARE RELEASED.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
DATE

THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR FALSE OR FRAUDULENT STATEMENTS MADE IN THE ASSIGNMENT OF THE CERTIFICATE OF TITLE OR FOR ERRORS MADE IN RECORDING.

0313241

**KEEP IN A SAFE PLACE VOID IF ALTERED**

# Request for Council Action

Date: March 4, 2009

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

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications – 2008 City Project No.2 – Campground Improvements

---

**Background:**

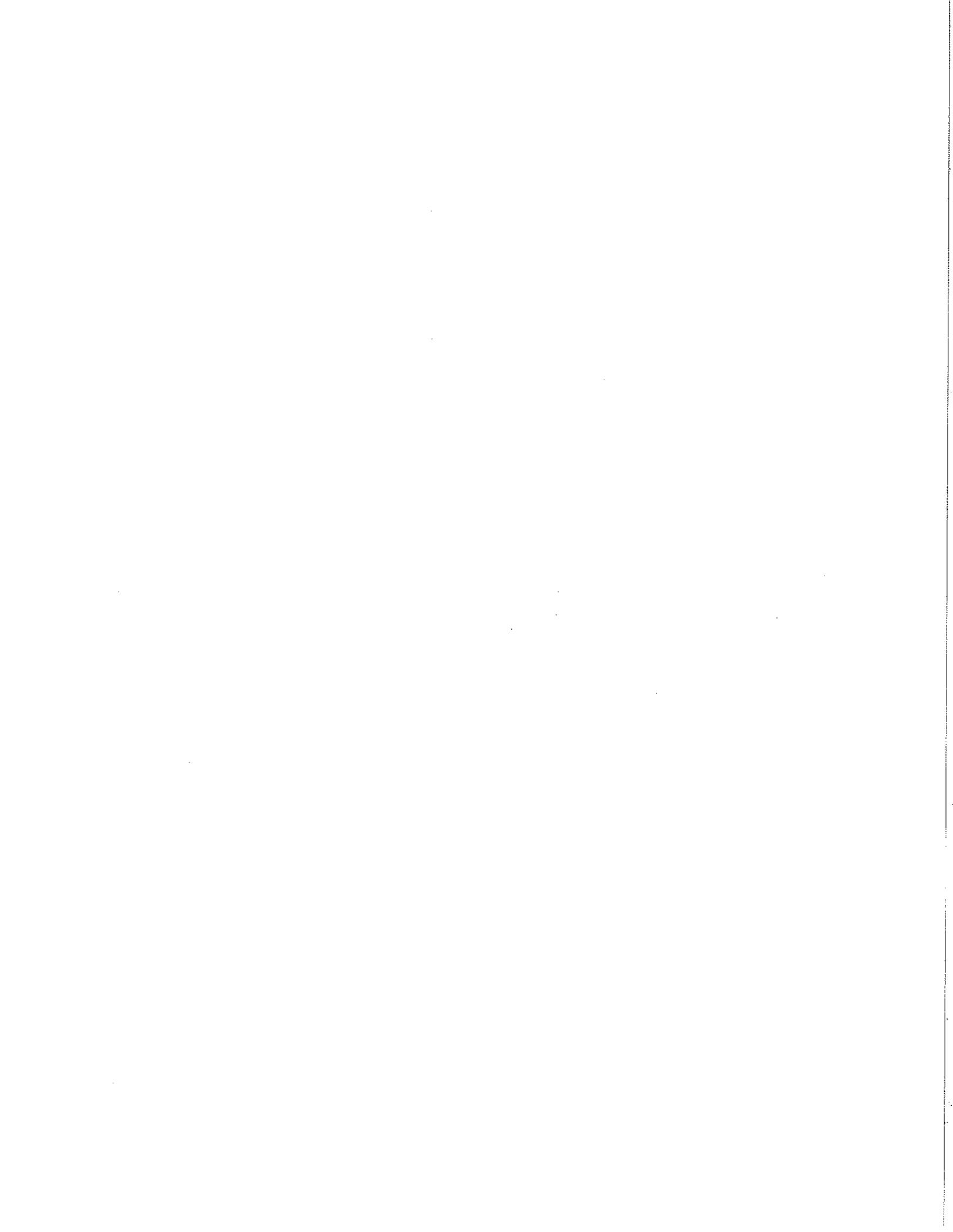
The City bid this project last fall and it came in over budget and the grant from the State was not in place. Therefore, we have split the project into a base bid and an alternate, therefore once we have the bids, the City Council can elect to award the base or the base plus the alternate.

**Recommendation:**

Approval to file plans and specifications, get authorization to advertise and set bid date.

**Enclosures:**

N/A



# Request for Council Action

Date: March 2, 2009

To: East Grand Forks City Council, Mayor Lynn Stauss, Councilmembers Dick Grassel, Marc DeMers, Craig Buckalew, Greg Leigh, Henry Tweten, Wayne Gregoire, and Mike Pokrzywinski

Cc: File

From: Greg Boppre, PE

RE: Change order - 2008 Assessment Job No. 2- Utilities and Street Construction

---

Please see the attached change order no. 2, for 2008 Assessment Job No. 2 – Utilities and Street Construction. This change order is due to the wet subgrade conditions for the paving project at Northland Technical. Steve Emery and I have met a couple of times with the NCTC staff and let them know what we felt it would take to correct the wet subgrade. It included additional subgrade removal and installation of limerock. The limerock helps to stabilize the subgrade.

The change order will be added to their special assessments.

# Change Order

No. 2

Date of Issuance: February 19, 2009

Effective Date: February 19, 2009

Project: 2008 Assessment Job No. 2	Owner: City of East Grand Forks	Owner's Contract No.:
Contract: Utilities and Street Construction		Date of Contract: July 1, 2008
Contractor: Taggart Excavating and Septic Services Newfolden, MN 56738		Engineer's Project No.: 08AJ2

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Furnish and install Lime Rock Base

Attachments: (List documents supporting change):

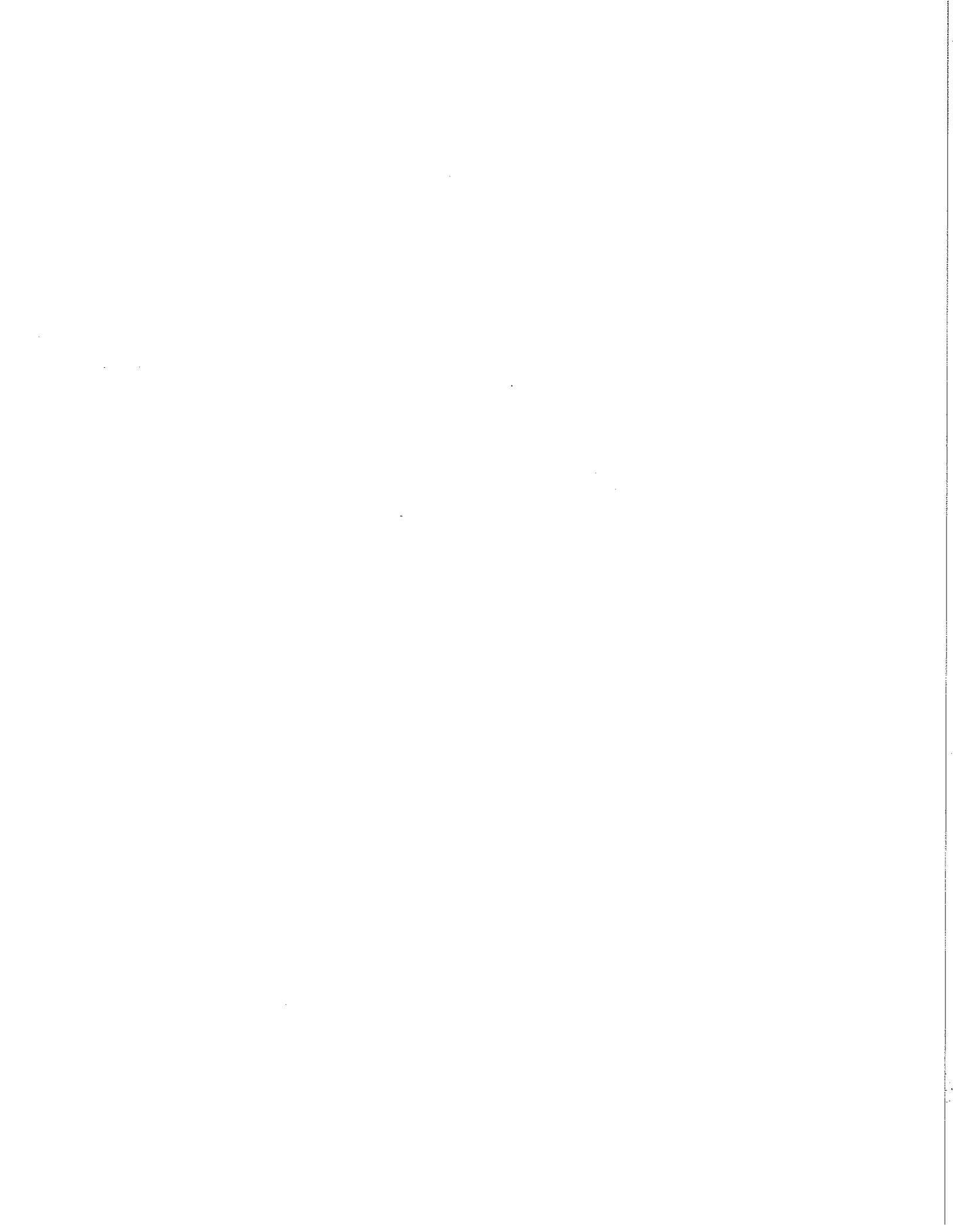
See attached

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <u>\$261,246.95</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 15, 2008</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  <u>\$55,125.35</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>0 days</u> Ready for final payment (days): _____
Contract Price prior to this Change Order:  <u>\$316,372.30</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>October 15, 2008</u> Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  <u>\$35,853.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  <u>\$352,225.30</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>July 1, 2009</u> Ready for final payment (days or date): _____

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>2/26/09</u>	ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>2-26-09</u>	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

**CHANGE ORDER NO. 2**  
**2008 ASSESSMENT JOB NO. 2**  
**UTILITIES AND STREET IMPROVEMENTS**  
**NORHTLAND COMMUNITY AND TECHNICAL COLLEGE**  
**EAST GRAND FORKS**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
Furnish and Install Lime Rock	2109	CY	\$17.00	\$35,853.00
<b>TOTAL CHANGE ORDER NO 2.</b>				<b>\$35,853.00</b>



# Request for Council Action

Date: 3-10-09

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

Cc: File

From: John Wachter

RE: 2009 Street Repair

---

In the 2009 budget there was \$200,000 approved for street repair in the general fund (101). At this time I am asking council to approve moving forward with the budget amount for repairs or to discuss alternatives.

If the amount is decreased, the priority will change because of costs. Below I have outlined the estimated cost of some areas in need of attention.

20<sup>th</sup> Street NW \$100,000

Gateway Drive overlay patch \$10,000 replace \$40,000

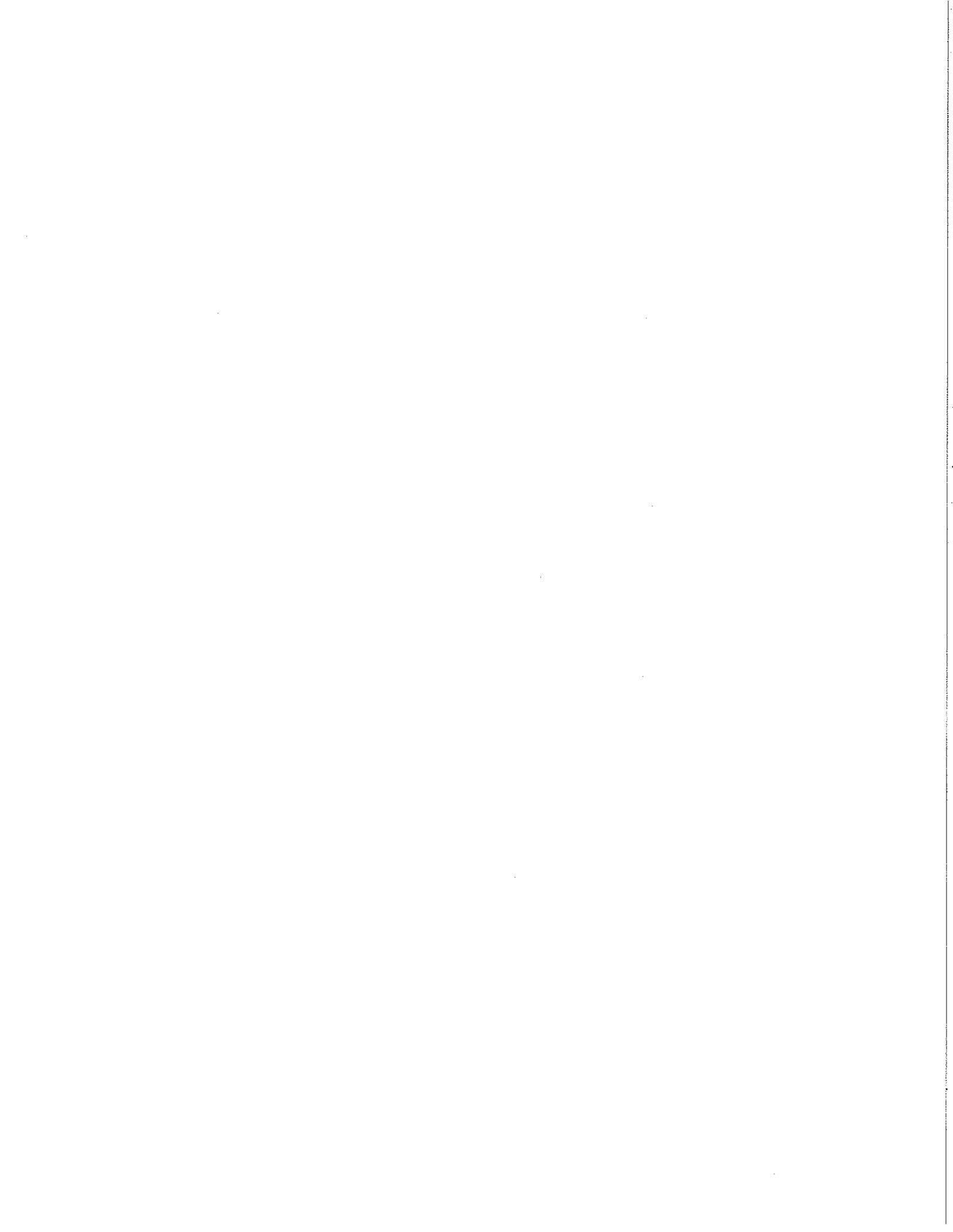
2<sup>nd</sup> Street NE intersection at 2<sup>nd</sup> Avenue \$100,000

10<sup>th</sup> Street SW intersection with Bygland \$15,000

Manhole and catch basin repair \$20,000

Paver repair (\$8.00 - \$12.00 SF) \$40,000

**Recommendation** – Discuss and recommend plan for street repair.



# Request for Council Action

Date: 3-10-09

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

Cc: File

From: John Wachter

RE: 2009 Refuse

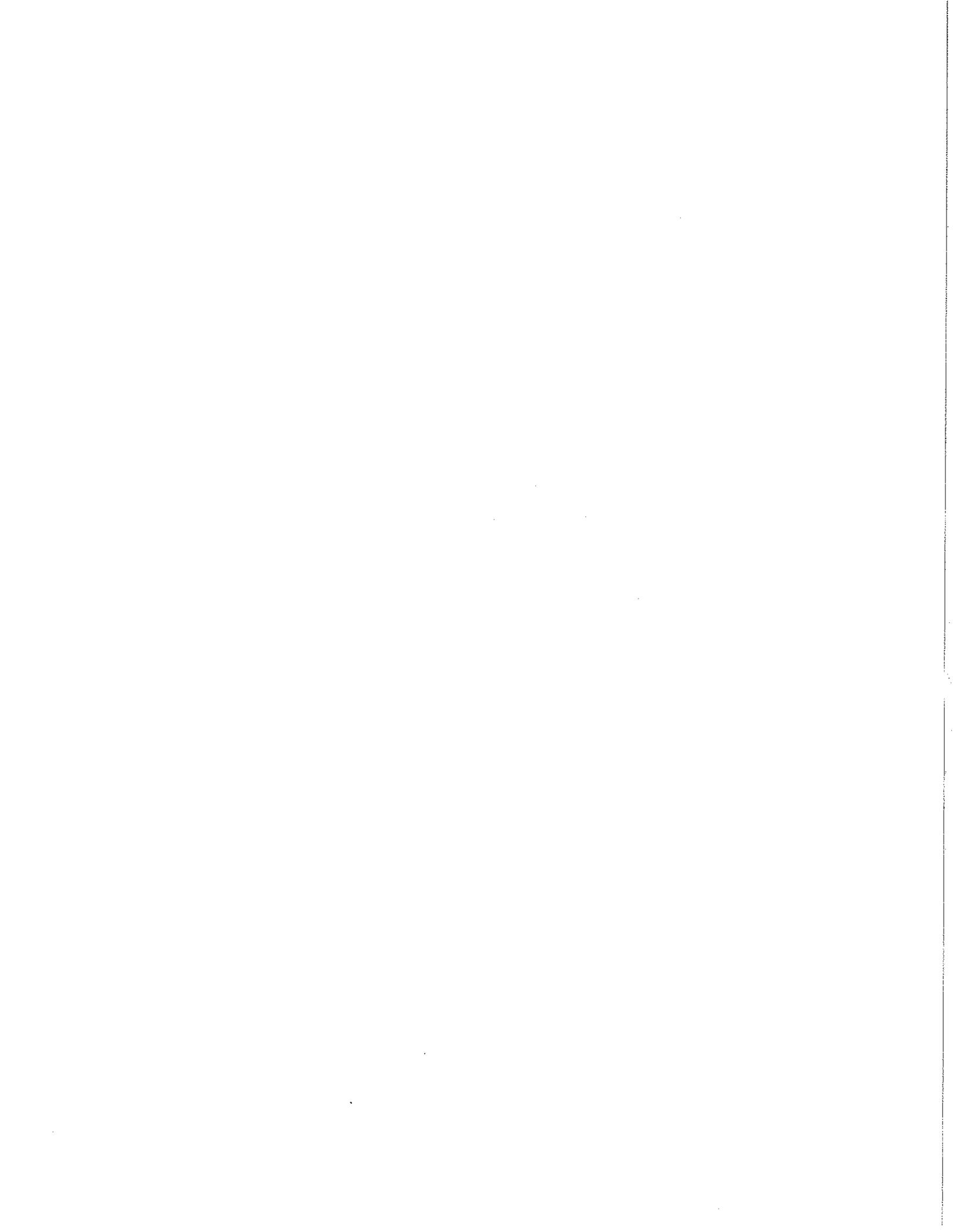
---

Waste Management contract amendment for residential automated collection. Waste Management would charge \$6.60 monthly per household for weekly curbside residential collection. Waste Management will provide 1 - 60 gallon container per residence. The city will pay for disposal.

Recycling fees will increase by \$1.00 (\$3.45) and change to 1-90 gallon mixed recycling container pick up weekly.

The sanitation rate will increase to 12.75 to cover the lost revenue from the yellow bags. Starting date will be approximately June 15.

**Recommendation** – Approve contract amendment with Waste Management.



# Request for Council Action

Date: 3-10-09

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

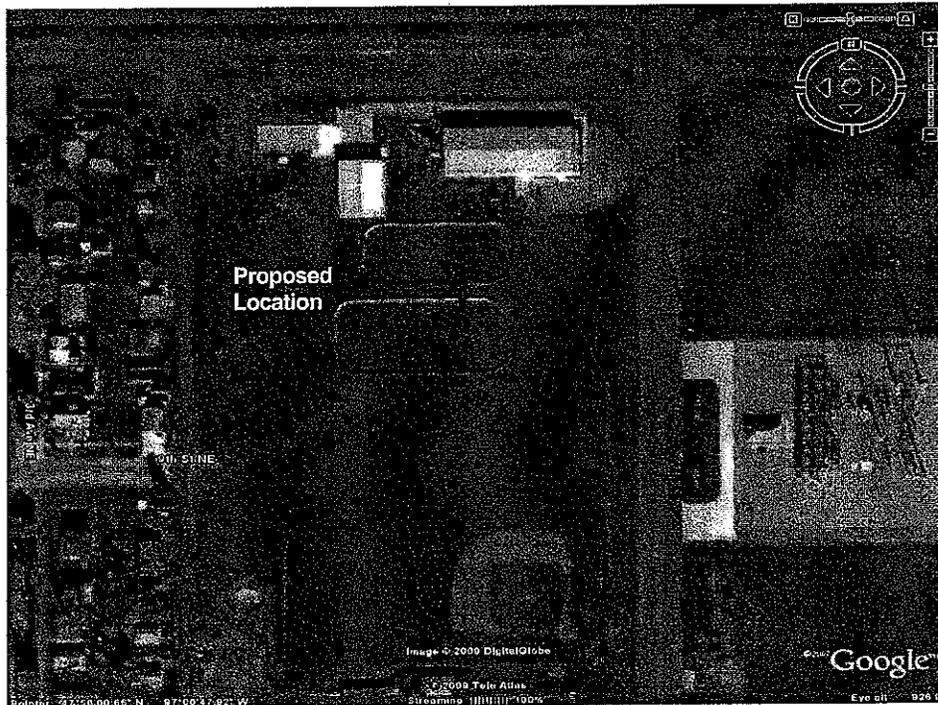
Cc: File

From: John Wachter

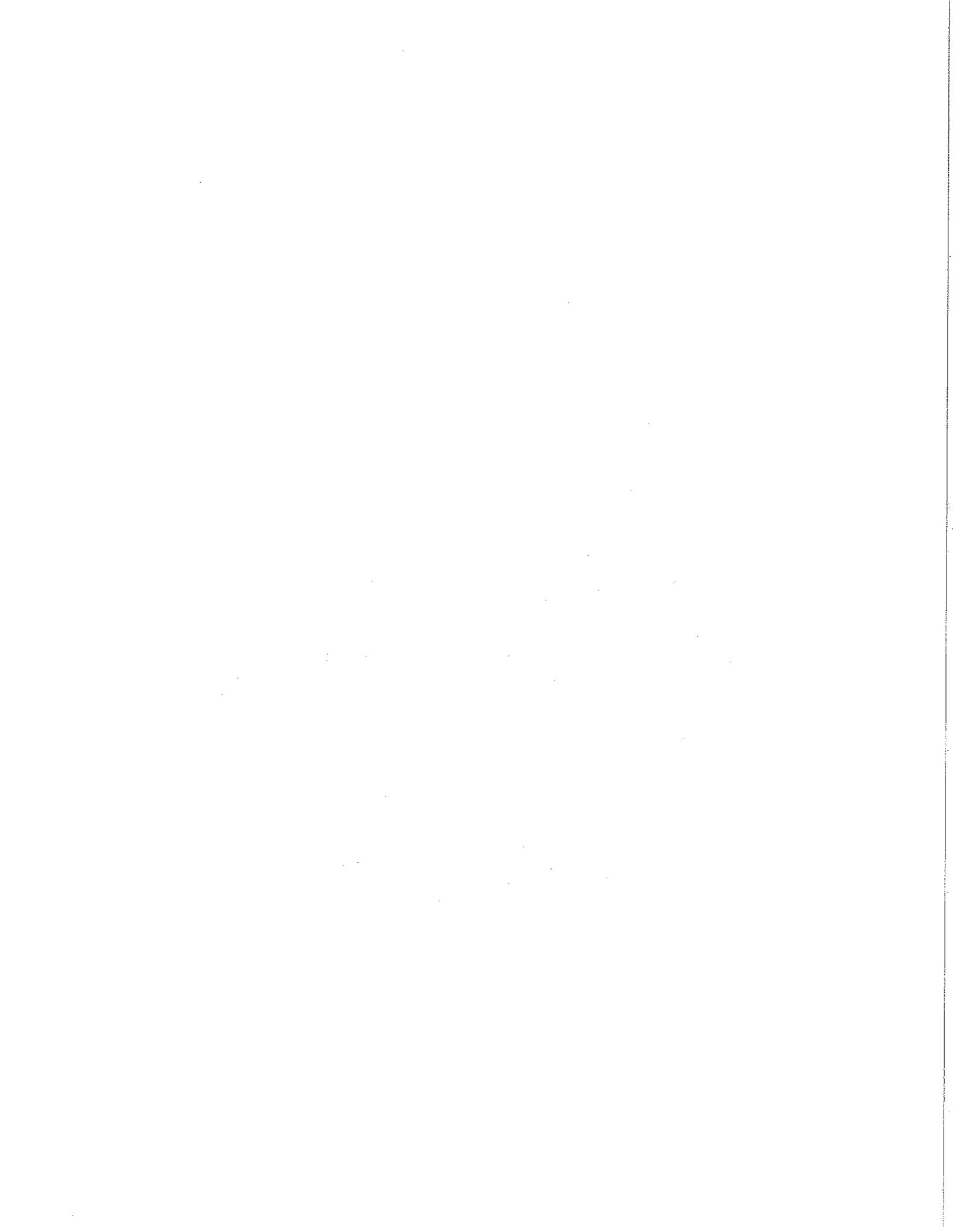
RE: Floodwall Storage Building

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The Water and Light commission approved to fund, bid, construct, and maintain the the floodwall closure storage building. The budgeted amount for the facility was \$280,000. The building will be located at Stauss Park behind Babe Ruth field (north).



**Recommendation –** Recommend the Water and Light commission move forward with specifications and bidding.



# Request for Council Action

Date: March 3, 2009  
To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Grassel, Council Vice President Tweten, Council Members Mike Pokrzywinski, Wayne Gregoire, Craig Buckalew, Greg Leigh and Marc Demers  
Cc: File  
From: Ron Galstad  
RE: Designation of Park Map to assist in Drug sale and possession prosecution

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I have been contacted by the Polk County Attorney's office and EGF Police Department to adopt a resolution designating City Park Zones. By adopting the resolution the accompanying map will aid in criminal prosecution. The map will allow the prosecutor the necessary evidence to convict for possession or sale within a designated park zone. Presentation of the resolution and map will satisfy the State's burden of proof if the possession or sale is in the designated area.

Attached please find a copy of the Proposed resolution, the Park designation map, and State Statute 152.01 sub 12a.

Please place on the next work session and if approved on the following council agenda.

Respectfully submitted

Ron

**RESOLUTION NO. \_\_\_\_\_**

At a Regular Meeting of the City Council of the City of East Grand Forks held on the \_\_\_\_\_ day of March, 2009, Alderman \_\_\_\_\_ offered the following resolution which was seconded by Alderman \_\_\_\_\_.

**DESIGNATION OF PARKS UNDER M.S. 152.01, SUBD. 12a**

**WHEREAS**, the Polk County Attorney's Office has requested that the City, by resolution, designate its public parks pursuant to Minnesota Statutes, Section 152.01, Subd. 12a, as an aid to prosecution of drug-dealers and possessors; and,

**WHEREAS**, the City is willing to make such designation(s) to assist in drug-related prosecutions.

**NOW, THEREFORE, IT IS RESOLVED** by the City Council of the City of East Grand Forks, Minnesota, as follows:

1. That the following are designated as public parks for purposes of Minnesota Statutes, Section 152.01, Subd. 12a:

- |                    |                                      |
|--------------------|--------------------------------------|
| Nash Park          | Valley Golf Park                     |
| River Heights Park | Itts Williams Park                   |
| Sherlock Park      | Stauss Park                          |
| Al Lafave Park     | O'Leary Park                         |
| Folson Park        | Maplewood Addition Neighborhood Park |
| Danmor Park        | Greenway Crossing Neighborhood Park  |

VOTING AYE: \_\_\_\_\_  
\_\_\_\_\_

VOTING NAY: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The President declared the Resolution passed.

ATTEST:

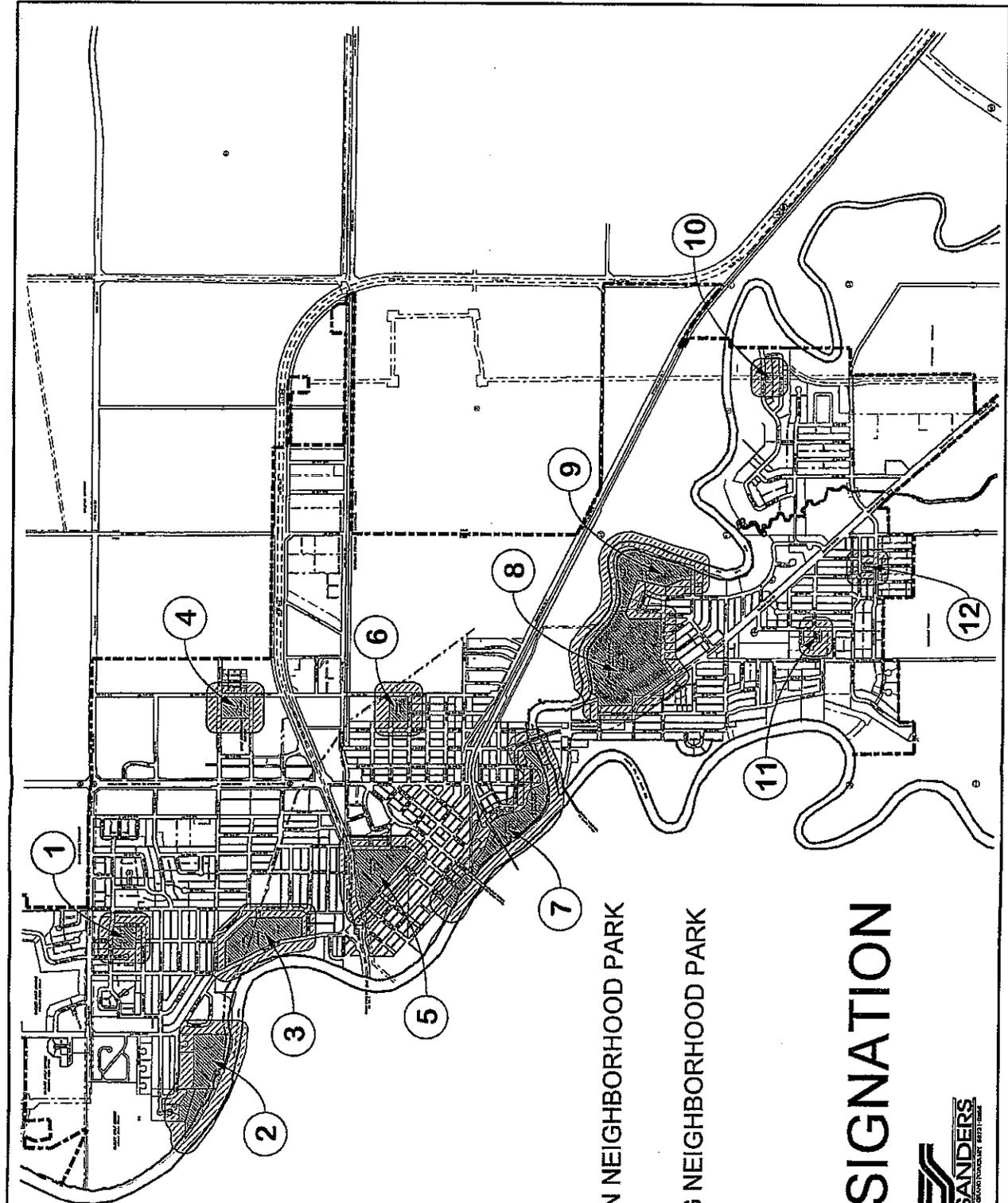
PASSED: \_\_\_\_\_, 2009

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

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

I hereby approve the foregoing Resolution this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Mayor



- ① NASH PARK
- ② VALLEY GOLF PARK
- ③ RIVER HEIGHTS PARK
- ④ ITTS WILLIAMS PARK
- ⑤ SHERLOCK PARK
- ⑥ STAUSS PARK
- ⑦ AL LAFAYE PARK
- ⑧ O'LEARY PARK
- ⑨ FOLSON PARK
- ⑩ MAPLEWOOD ADDITION NEIGHBORHOOD PARK
- ⑪ DANMOR PARK
- ⑫ GREENWAY CROSSING NEIGHBORHOOD PARK
- ▨ 300 FOOT BUFFER
- ▩ PARK AREA

# PARK DESIGNATION



▸  
 Minnesota Statutes Annotated Currentness  
 Health (Ch. 144-159)  
   ▣ Chapter 152. Drugs, Controlled Substances  
     ▣ Definitions and Schedules of Controlled Substances  
       → 152.01. Definitions

**Subdivision 1. Words, terms, and phrases.** Unless the language or context clearly indicates that a different meaning is intended, the following words, terms, and phrases, for the purposes of this chapter, shall be given the meanings subjoined to them.

**Subd. 2. Drug.** The term "drug" includes all medicines and preparations recognized in the United States Pharmacopoeia or National Formulary and any substance or mixture of substances intended to be used for the cure, mitigation, or prevention of disease of either humans or other animals.

**Subd. 3. Administer.** "Administer" means to deliver by, or pursuant to the lawful order of a practitioner a single dose of a controlled substance to a patient or research subject by injection, inhalation, ingestion, or by any other immediate means.

**Subd. 3a. Cocaine.** "Cocaine" means coca leaves and any salt, compound, derivative, or preparation of coca leaves, including cocaine and ecgonine, the salts and isomers of cocaine and ecgonine, and the salts of their isomers and any salt, compound, derivative, or preparation thereof that is chemically equivalent or identical with any of those substances, except decocainized coca leaves or extraction of coca leaves, which extractions do not contain cocaine or ecgonine.

**Subd. 4. Controlled substance.** "Controlled substance" means a drug, substance, or immediate precursor in Schedules I through V of section 152.02. The term shall not include distilled spirits, wine, malt beverages, intoxicating liquors or tobacco.

**Subd. 5.** Repealed by Laws 1971, c. 937, § 22, eff. June 8, 1971.

**Subd. 5a. Hallucinogen.** "Hallucinogen" means any hallucinogen listed in section 152.02, subdivision 2, clause (3), or Minnesota Rules, part 6800.4210, item C, except marijuana and Tetrahydrocannabinols.

**Subd. 6. Pharmacist intern.** The term "pharmacist intern" means a natural person, a graduate of the College of Pharmacy, University of Minnesota, or other pharmacy college, approved by the board, or a person satisfactorily progressing toward the degree in pharmacy required for licensure, registered by the state Board of Pharmacy, for the purpose of obtaining practical experience as a requirement for licensure as a pharmacist or a qualified applicant, awaiting licensure.

**Subd. 7. Manufacture.** "Manufacture," in places other than a pharmacy, means and includes the production, cultivation, quality control, and standardization by mechanical, physical, chemical, or pharmaceutical means, packing, repacking, tableting, encapsulating, labeling, relabeling, filling, or by other process, of drugs.

**Subd. 8. Dispense.** "Dispense" means to deliver one or more doses of a controlled substance in a suitable container,

properly labeled, for subsequent administration to, or use by a patient or research subject.

**Subd. 9. Marijuana.** "Marijuana" means all parts of the plant of any species of the genus *Cannabis*, including all agromonomical varieties, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin, but shall not include the mature stalks of such plant, fiber from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination.

**Subd. 9a. Mixture.** "Mixture" means a preparation, compound, mixture, or substance containing a controlled substance, regardless of purity.

**Subd. 10. Narcotic drug.** "Narcotic drug" means any of the following, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis:

(1) opium, coca leaves, opiates, and methamphetamine;

(2) a compound, manufacture, salt, derivative, or preparation of opium, coca leaves, opiates, or methamphetamine;

(3) a substance, and any compound, manufacture, salt, derivative, or preparation thereof, which is chemically identical with any of the substances referred to in clauses (1) and (2), except that the words "narcotic drug" as used in this chapter shall not include decocainized coca leaves or extracts of coca leaves, which extracts do not contain cocaine or ecgonine.

**Subd. 11. Opiate.** "Opiate" means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

**Subd. 12. Opium poppy.** "Opium poppy" means the plant of the species *Papaver somniferum* L., except the seeds thereof.

**Subd. 12a. Park zone.** "Park zone" means an area designated as a public park by the federal government, the state, a local unit of government, a park district board, or a park and recreation board in a city of the first class. "Park zone" includes the area within 300 feet or one city block, whichever distance is greater, of the park boundary.

**Subd. 13. Person.** "Person" includes every individual, copartnership, corporation or association of one or more individuals.

**Subd. 14. Poppy straw.** "Poppy straw" means all parts, except the seeds, of the opium poppy, after mowing.

**Subd. 14a. School zone.** "School zone" means:

(1) any property owned, leased, or controlled by a school district or an organization operating a nonpublic school, as defined in section 123B.41, subdivision 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services in grade one through grade 12 is located, or used for educational purposes, or where extracurricular or cocurricular activities are regularly provided;

(2) the area surrounding school property as described in clause (1) to a distance of 300 feet or one city block, whichever

distance is greater, beyond the school property; and

(3) the area within a school bus when that bus is being used to transport one or more elementary or secondary school students.

**Subd. 15. Immediate precursor.** "Immediate precursor" means a substance which the state Board of Pharmacy has found to be and by rule designates as being the principal compound commonly used or produced for use, and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail, or limit such manufacture.

**Subd. 15a. Sell.** "Sell" means:

(1) to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or

(2) to offer or agree to perform an act listed in clause (1); or

(3) to possess with intent to perform an act listed in clause (1).

**Subd. 16. Small amount.** "Small amount" as applied to marijuana means 42.5 grams or less. This provision shall not apply to the resinous form of marijuana.

**Subd. 16a. Subsequent controlled substance conviction.** Notwithstanding section 152.18, subdivision 1, a "subsequent controlled substance conviction" means that before commission of the offense for which the person is convicted under this chapter, the person received a disposition for a felony-level offense under section 152.18, subdivision 1, was convicted in Minnesota of a felony violation of this chapter or a felony-level attempt or conspiracy to violate this chapter, or was convicted elsewhere for conduct that would have been a felony under this chapter if committed in Minnesota. An earlier disposition for a felony-level offense under section 152.18, subdivision 1, or an earlier conviction is not relevant if ten years have elapsed since discharge from sentence or stay of adjudication.

**Subd. 17.** Repealed by Laws 1994, c. 636, art. 2, § 69.

**Subd. 18. Drug paraphernalia.** (a) Except as otherwise provided in paragraph (b), "drug paraphernalia" means all equipment, products, and materials of any kind, except those items used in conjunction with permitted uses of controlled substances under this chapter or the Uniform Controlled Substances Act, which are knowingly or intentionally used primarily in (1) manufacturing a controlled substance, (2) injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance, (3) testing the strength, effectiveness, or purity of a controlled substance, or (4) enhancing the effect of a controlled substance.

(b) "Drug paraphernalia" does not include the possession, manufacture, delivery, or sale of hypodermic needles or syringes in accordance with section 151.40, subdivision 2.

**Subd. 19. Public housing zone.** "Public housing zone" means any public housing project or development administered by a local housing agency, plus the area within 300 feet of the property's boundary, or one city block, whichever distance is greater.

**Subd. 20. Unlawfully.** "Unlawfully" means selling or possessing a controlled substance in a manner not authorized by law.

**Subd. 21. Orphan drug.** "Orphan drug" means a drug for a disease or condition which is rare in the United States and has been designated as an orphan drug by the Secretary of Health and Human Services as provided in the Orphan Drug Act, Public Law 92-414, as amended. [FN1]

**Subd. 22. Drug treatment facility.** "Drug treatment facility" means any facility in which a residential rehabilitation program licensed under Minnesota Rules, parts 9530.4100 to 9530.4450, is located, and includes any property owned, leased, or controlled by the facility.

#### CREDIT(S)

Amended by Laws 1967, c. 408, §§ 1, 2, eff. July 1, 1967; Laws 1971, c. 937, §§ 1 to 11, eff. June 8, 1971; Laws 1971, Ex.Sess., c. 38, § 1, eff. Nov. 12, 1971; Laws 1971, Ex.Sess., c. 48, § 17; Laws 1973, c. 693, § 1; Laws 1979, c. 157, § 1; Laws 1981, c. 37, § 2; Laws 1981, c. 295, § 1; Laws 1982, c. 557, § 1; Laws 1982, c. 642, § 22, eff. Aug. 1, 1982; Laws 1985, c. 248, § 70; Laws 1986, c. 444; Laws 1987, c. 298, § 1; Laws 1989, c. 290, art. 3, §§ 1 to 7, eff. Aug. 1, 1989; Laws 1991, c. 279, §§ 1, 2; Laws 1992, c. 359, §§ 1 to 3; Laws 1993, c. 82, § 1; Laws 1997, c. 239, art. 4, §§ 1, 2; Laws 1998, c. 397, art. 7, § 164; Laws 1999, c. 98, § 1; Laws 2005, c. 136, art. 7, § 2.

[FN1] Public Law 97-414, Jan. 4, 1983, 96 Stat. 2049 may be cited as the "Orphan Drug Act". See 21 U.S.C.A. § 301 note.

#### UNIFORM CONTROLLED SUBSTANCES ACT (1994)

##### 2009 Main Volume

<Table of Jurisdictions Wherein the 1970, 1990, and 1994 Versions of the Act or a Combination Thereof have been Adopted.>

<For text of Uniform Acts, and variation notes and annotation materials for adopting jurisdictions, see Uniform Laws Annotated, Master Edition, Volume 9, Pt. 4.>

Jurisdiction	Laws	Effective Date	Statutory Citation
Alabama	1971, No. 140	9-16-1971 [FN*]	Code 1975, §§ 20-2-1 to 20-2-190.
Alaska	1982, c. 45	1-1-1983	AS 11.71.010 to 11.71.900, 17.30.010 to 17.30.900.
Arizona	1979, c. 103	7-1-1980	A.R.S. §§ 36-2501 to 36-2553.
Arkansas [FN2]	1971, No. 590	4-7-1971	A.C.A. §§ 5-64-101 to 5-64-608.
California	1972, c. 1407	3-7-1973	West's Ann.Cal. Health & Safety Code, §§ 11000 to 11657.

## 6. Sale

Evidence that amount of methamphetamine found on property where defendant was located was greater than for personal use and that the methamphetamine was intended for parties outside drug conspiracy could not be used to show that defendant committed major-controlled substance offense justifying an upward sentencing departure under State sentencing guidelines for first-degree possession of controlled substance with intent to sell; amount and intended use for methamphetamine were essential elements of first-degree possession of controlled substance with intent to sell. *State v. Heath*, App.2004, 685 N.W.2d 48, review denied, certiorari denied 126 S.Ct. 178, 546 U.S. 882, 163 L.Ed.2d 184. Sentencing And Punishment ↪ 906

Definition of "sell" within the meaning of controlled substances statutes does not require money to complete a transaction. *State v. Sletten*, App.2003, 664 N.W.2d 870, review denied. Controlled Substances ↪ 34

Exchanging sexual favors in return for crack cocaine fits within the statutory definition of "sale," in prosecution for selling controlled substance. *State v. Varner*, 2002, 643 N.W.2d 298. Controlled Substances ↪ 34

## 7. Park zone

Evidence was insufficient to support counts in complaint for second-degree controlled substance offenses; offense contained element that unlawful sale of controlled substance take place in a "park zone," which included "area within 300 feet or one city block, whichever distance is greater, of the park boundary," but mobile home park where cocaine sales had allegedly occurred was not within required proximity of a "park zone," given that statutory term "city block" required street grid, and police officer testified that neither trailer at issue was within 300 feet of park. *State v. Estrella*, App.2005, 700 N.W.2d 496, review denied. Indictment And Information ↪ 10.2(8)

Definition of "park zone" in controlled substances statute as including the area within 300 feet or one city block, whichever distance is greater, of the park boundary, as applied in cases where no grid system is present, is ambiguous, and, as such, where no grid system is present, the term "one city block" does not apply; thus, a drug transaction must take place within 300 feet of a park to come within the ambit of the statute. *State v. Estrella*, App.2005, 700 N.W.2d 496, review denied. Controlled Substances ↪ 100(1)

## 8. Preparation

Term "preparation" means a substance, such as a medicine, prepared for a particular purpose, as that term is used in statute defining "mixture," as used in the controlled-substance statutes, as a preparation, compound, mixture, or substance containing a controlled substance, regardless of purity. *State v. Peck*, App.2008, 756 N.W.2d 510. Controlled Substances ↪ 9

## 9. Compound

Term "compound" is a chemical term that suggests a nonaccidental and nonincidental combination, as that term is used in statute defining "mixture," as used in the controlled-substance statutes, as a preparation, compound, mixture, or substance containing a controlled substance, regardless of purity. *State v. Peck*, App.2008, 756 N.W.2d 510. Controlled Substances ↪ 9

Term "compound" means a combination of two or more elements or parts, and term "mixture" means something produced by mixing, as those terms are used in statute defining "mixture," as used in the controlled-substance statutes, as a preparation, compound, mixture, or substance containing a controlled substance, regardless of purity. *State v. Peck*,

