

**AGENDA  
CITY COUNCIL  
WORK SESSION  
CITY OF EAST GRAND FORKS  
MARCH 24, 2009  
5:00 PM**

**CALL TO ORDER**

**CALL OF ROLL**

**DETERMINATION OF A QUORUM**

1. Abilene Application Book Presentation – Jerry Youngberg & Barry Wilfahrt
2. Strandell Publications Contract Amendment – Scott Huizenga
3. Street Improvement District Resolution – Scott Huizenga
4. 2009 Residential Garbage – John Wachter

**ADJOURN**

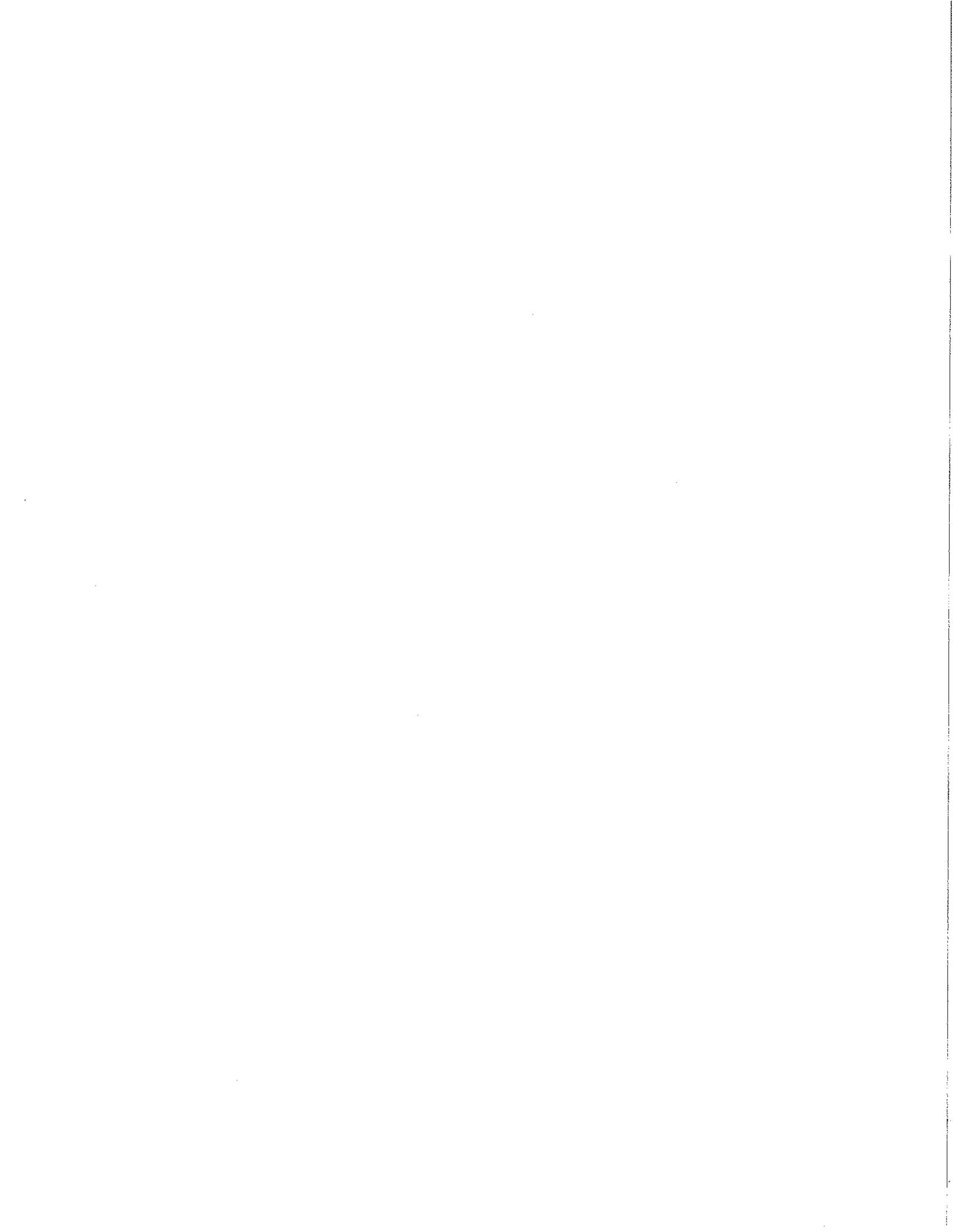
**UPCOMING MEETINGS**

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

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

Work Session – April 14, 2009 – 5:00 PM – Training Room

Regular Meeting - April 21, 2009 – 5:00 PM – Council Chambers



# Request for Council Action

Date: 3-20-09

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: Scott Huizenga, City Administrator

RE: Amendment to Agreement with Strandell News Services

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City Council approved an agreement in May 2006 with Strandell News Services to produce an East Grand Forks history book. The book is slated to be released in conjunction with the 125<sup>th</sup> Anniversary celebration. To date, the City has paid \$18,583.93 to Strandell News Services.

The City Council discussed the issue in May 2008. At that time, the City Council formed a committee consisting of Mayor Stauss, Council President Dick Grassel, and Council Vice President Henry Tweten to negotiate a final amendment to complete and publish the book. The parties met in February 2009.

The committee negotiated a final agreement of an additional \$7500 to complete the project. This would bring the total compensation to \$26,093.83 over the five year period (2006-2011). The proposed amendment to the agreement ties compensation to specific benchmarks in the development and publication process. The City will retain all gross revenues to reimburse book costs. Any remaining sales will be dedicated to the 125<sup>th</sup> Anniversary celebration.

Recommendation: Approve the Agreement Amendment.

AMENDMENT #1 TO CONSULTATION AND PUBLICATION AGREEMENT

WHEREAS, the City of East Grand Forks, Minnesota (hereinafter referred to as "City") entered into a Consultation and Publication Agreement ("Agreement") with Warren Strandell ("Author") on May 16, 2006 ; and

WHEREAS, the City and the Author agree that the scope of services should be modified to incorporate the full depth of the project;

THEREFORE, the following sections of the Agreement shall be amended in full to read as follows:

SECTION TWO  
COMPENSATION

Author will be compensated for a total of \$26,083.93 upon completion of the publication. The City shall retain all revenues from the sale of books, royalties, and/or publishing rights granted to the City. The Author will assume all expenses for out-of-city travel, telephone, meals, and other incidental expenses unless separately approved by the City. The City will assume costs for publication and printing of the work including photo and layout costs. The City will approve the type of copy and the number of copies to be printed prior to publication. The compensation shall be disbursed according to the following benchmarks:

<b>Disbursement</b>	<b>Benchmark</b>
\$18,583.93	Prior to March 1, 2009
\$2000.00	Completion of Personal Experience Stories
\$1000.00	Completion of General Community History
\$500.00	Completion of Photo Section
\$1000.00	Completion of Pre-Design and Layout
<u>\$3000.00</u>	Final Delivery of Bound and Finished Product
on	
<b>\$26,083.93 Total</b>	or before July 1, 2011

Completion and delivery dates shall be certified by the City Administrator or other designee as indicated the City Council of East Grand Forks.

SECTION FIVE

The Author shall deliver to the City the finished printed product on or before July 1, 2011.

All other items not referenced in this amendment shall remain in effect per the original agreement.

In witness whereof the parties have executed this agreement on this \_th day of Aprii.

CITY OF EAST GRAND FORKS

STRANDELL NEWS SERVICES

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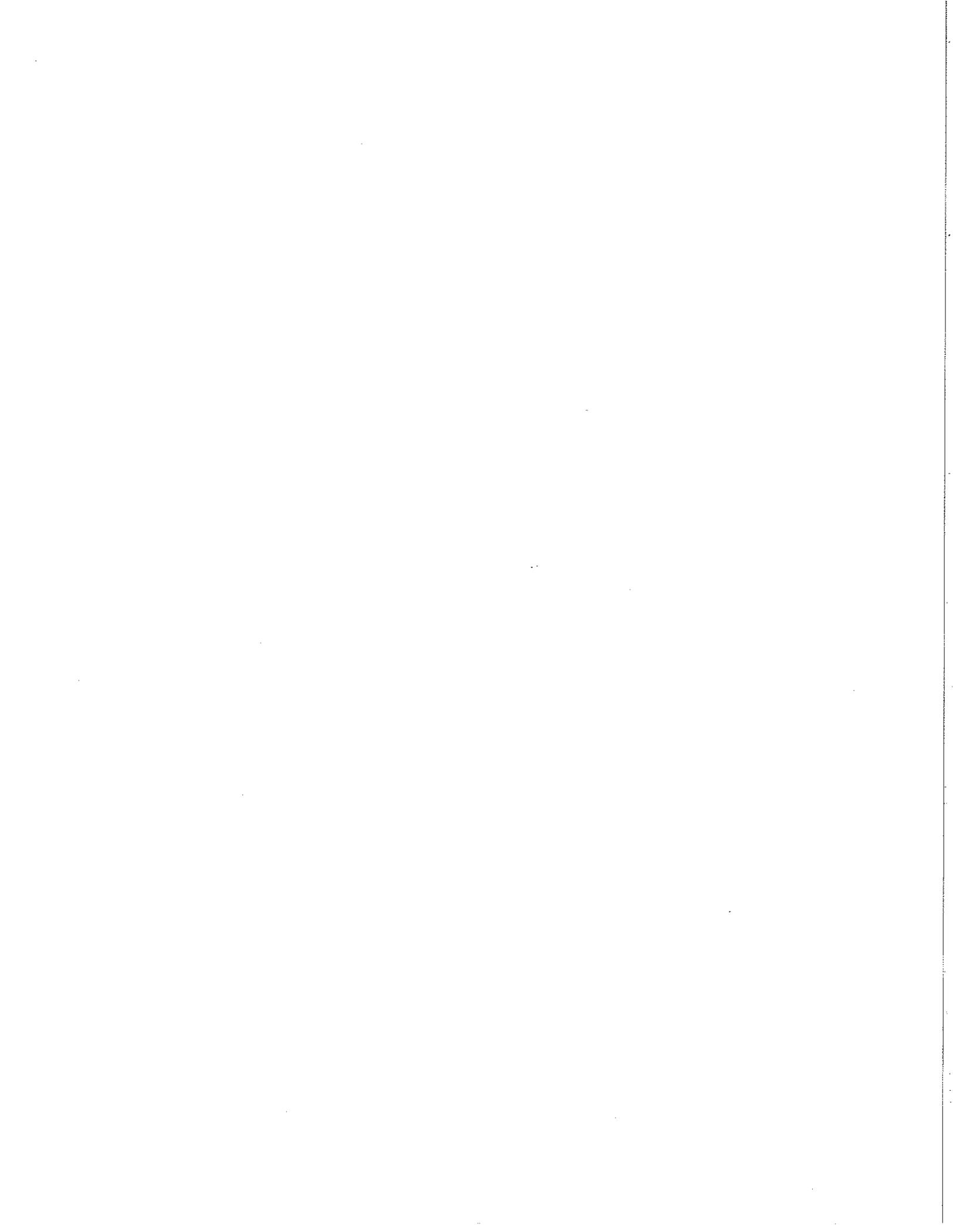
Mayor – Lynn Stauss

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Warren Strandell

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City Administrator – Scott Huizenga



**RESOLUTION NO. 09-04-XX**

**A RESOLUTION REQUESTING AUTHORITY  
TO ESTABLISH A MUNICIPAL STREET IMPROVEMENT DISTRICT**

Councilmember Leigh, Seconded by Councilmember Gregoire, introduced the following resolution and moved its adoption:

**WHEREAS**, residents and businesses benefit from a sound, efficient and adequately funded transportation system that offers diverse modes of travel; and

**WHEREAS**, under-investment in transportation infrastructure diminishes quality of life for Minnesota residents and hinders Minnesota’s progress as a national business, economic and civic leader; and

**WHEREAS**, the integrity of the City of East Grand Forks’s transportation infrastructure is dependent upon long-term planning and ongoing maintenance, both of which require dedicated and sustainable revenue sources; and

**WHEREAS**, existing funding mechanisms for local roads, such as special assessments, bonding and municipal state aid, have limited applications; and

**WHEREAS**, the City of East Grand Forks does not have a stable funding stream for roads to keep pace with growing costs and changing needs; and

**WHEREAS**, the cost of maintaining and repairing city streets increases by as much as six times when maintenance is deferred; and

**WHEREAS**, local cost participation requirements for trunk highway and county projects are onerous and are contributing to strains on city budgets; and

**WHEREAS**, levy limits and cuts in aids to local government have contributed significantly to destabilization of local budgets; and

**WHEREAS**, transportation infrastructure maintenance and improvement costs significantly contribute to rising property taxes; and

**WHEREAS**, the City of East Grand Fork’s transportation system is failing to meet the needs necessary to promote economic development; and

**WHEREAS**, some of the City of East Grand Fork’s roads are not built to modern safety standards and are not meeting the needs of industries that depend on the ability to transport heavy loads; and

**WHEREAS**, authority to establish a street improvement district would provide the City of East Grand Forks with an additional tool for funding transportation infrastructure maintenance and reconstruction.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS** that this council believes creation of a street improvement district would allow for preservation of the city’s transportation infrastructure assets; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS that this council requests that the Minnesota Legislature provide authority for the City of East Grand Forks to create a street improvement district; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS that this Council requests that Governor Tim Pawlenty allow legislation providing authority for the City of East Grand Forks to create a street improvement district to become law.

Voting Aye:  
Voting Nay: None.  
Absent:

The President declared the resolution passed.

Passed: April 7, 2009

Attest:

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

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

I hereby approve the foregoing resolution this 7<sup>th</sup> of April, 2009.

\_\_\_\_\_  
Mayor



**FIRST ADDENDUM  
TO THE  
CITY OF EAST GRAND FORKS  
RECYCLING MATERIALS COLLECTION AGREEMENT**

This First Addendum to the City of East Grand Forks, MN, Recycling Materials Collection Agreement is made and entered into by and between the City of East Grand Forks, Minnesota ("City") and Waste Management of North Dakota, Inc. ("Waste Management") as of this \_\_\_ day of \_\_\_\_\_ 2009.

Whereas, the parties hereto are parties to a Contract for Collection and Transportation of Recycling Materials dated July 1, 2007 ("Contract"); and

Whereas, the parties wish to further amend the Contract.

Now therefore the parties agree as follows:

- 1) Section "Residential Curbside Recycling Services", is hereby modified by revising the last sentence of the last paragraph of this Section as follows: "Waste Management agrees to provide (1) 96 gallon recycling cart to each household designated by the City. The container will be provided at no cost to the resident, provided however, that should a container be lost or destroyed while in the possession of the resident, and as a result of negligence by the resident, such resident shall be responsible for the full replacement value of the container."
- 2) Amend agreement to add section "Residential Refuse Collection Services: Waste Management shall establish a once weekly schedule for residential households to collect solid waste. Each residential building in the City shall be a collection point, and residents will be responsible to deposit their waste at the curb (within four feet) as designated by Waste Management in an approved cart container. A 64 gallon cart container will be provided at no cost to the resident, provided however, that should a container be lost or destroyed while in the possession of the resident, and as a result of negligence by the resident, such resident shall be responsible for the full replacement value of the container. The city will be responsible for all disposal costs incurred by the residential waste collection.

It is intended that Waste Management will dispose of all solid wastes collected within the City from residential households excluding hazardous wastes. No collection will be made of stone, plaster, cement, dirt, concrete, leaves, rakings, garden refuse, ashes, and construction material from remodeling and

construction work, tree and stumps, and bulk items, unless arrangements are made for extra pick-up at an additional charge.

Waste Management agrees that we will walk up to no more than two (2) percent of residential household (approximately 50) at no additional cost. If households requiring this service increase above two (2) percent Waste Management and the City will negotiate a small additional fee.

- 3) Section "Rates for Service", as amended is hereby further modified by revising the Section as follows: "The City shall pay Waste Management for residential recycling of materials listed above, utilizing a 96-gallon cart, at a rate of \$3.45 per month, per residential household. The City shall pay Waste Management for residential waste collection, utilizing a 64-gallon cart, at a rate of \$6.60 per month per residential household. Disposal costs will continue to be incurred by the City of East Grand Forks, MN. The City shall confirm to Waste Management the additions and deletions of households for pickup on a monthly basis, and adjust its payments accordingly.
- 4) Section "Term of Agreement", is hereby modified as follows that the new expiration contract expiration date is June 30, 2014. At the expiration of the original term or any renewal terms, the contract may be renegotiated for additional terms by mutual agreement between both parties.
- 5) All other terms and conditions of the Contract not expressly modified in this First addendum shall remain in full force and effect.

In witness whereof, the parties have caused this First Addendum to be executed by there duly authorized representatives as of the date first above written.

City of East Grand Forks, Minnesota

Waste Management of North Dakota, Inc.

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_