

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
JUNE 16, 2009
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 June 2, 2009.
2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of June 9, 2009.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS:

3. Public Hearing to consider adopting Resolution No. 09-06-40 a Resolution to adopt Assessment Roll #313 for "2009 Assessment Job No. 3 – Paving" Peabodys 1st Addition/Greenway Crossing 1st Addition for a total assessment of \$157,651.44.

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 request to promote Rod Hajicek, 509 13th Street SE, East Grand Forks, MN 56721, to fill the Lieutenant position, beginning June 17, 2009.
5. Consider approving the application for a Special Event for the annual Bikes and Bites, Ride in Motorcycle Show on July 16, 2009 from 5:00 pm to 8:00 pm on the boardwalk.

6. Consider approving the application for a Special Event for Whitey's Café to hold patio parties every Thursday night beginning June 18, 2009 through September 10, 2009 from 8:30 pm to 11:30 pm on the Whitey's patio.
7. Consider approving the application for an Exempt Gambling Permit for a raffle for the East Grand Forks Lions Club to be held September 9, 2009 at the VFW, 312 DeMers Ave, East Grand Forks, MN 56721 and waive the 30-day waiting period.
8. Consider approving the Fireworks/Pyrotechnic Application for July 4, 2009 (Rain Date: July 5, 2009) for RES Specialty Pyrotechnics Inc. for a display along Red River across from Cabelas.
9. Consider approving the contract with Northland Community Technical College (NCTC) to provide free rides to staff and students, with proper ID, for a cost of \$4,500 and to authorize the Mayor and City Administrator to sign the contract.
10. Consider approving Resolution No. 09-06-41 a Resolution for the City of East Grand Forks enter into Mn/DOT Agreement No. 94817 with the State of Minnesota, to provide for routine maintenance by the City within the corporate City limits upon, along and adjacent to Trunk Highway No. 2 and sign the Routine Maintenance Agreement for a total agreement amount of \$14,609.22.
11. Consider approving the Temporary Levee Easement for a tent structure for Robert Peabody located at 1300 Laurel Dr. SE, East Grand Forks, MN 56721.
12. Consider approving the Commercial Landscaping Rate Structure options to \$100 annually and \$10 per load or an annual rate of \$500.
13. Consider approving a variance to go 4.5 feet from the side property line instead of the required 6 foot setback for Patrick and Kathleen Bushy, 1211 18th Ave. SE, East Grand Forks, MN 56721.
14. Consider approving the Viking Gas Encroachment Agreement and Minnkota Encroachment Agreement for the "2009 City Project No. 1 – Curb, Gutter, and Paving" – 23rd Street NW project.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

15. The minutes of the Water, Light, Power and Building Commission for June 4, 2009.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

16. Consider adopting Resolution No. 09-06-42 a Resolution approving the Lease Agreement according to the Cooperative Agreement dated April 17, 2003 entered into by the City of East Grand Forks and

Valley Golf Association and authorize the Mayor and City Administrator to sign any documents upon the City Attorney's review and approval.

17. Consider adopting Resolution No. 09-06-43 a Resolution approving the Bare Land Purchase Agreement; authorize the City Attorney to draft all necessary documents to initiate the transfer of title and to take possession; and authorize the Mayor and City Administrator to sign all appropriate documents and requisition the funds to complete the transaction.

CLAIMS:

18. Consider adopting Resolution No. 09-06-44 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment for the goods referenced in check number 3293 for a total of \$837.41 whereas Council Member Gregoire is personally interested financially in the contract.
19. Consider adopting Resolution No. 09-06-45 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 3344 for a total of \$3882.45 whereas Council Member Buckalew is personally interested financially in the contract.
20. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

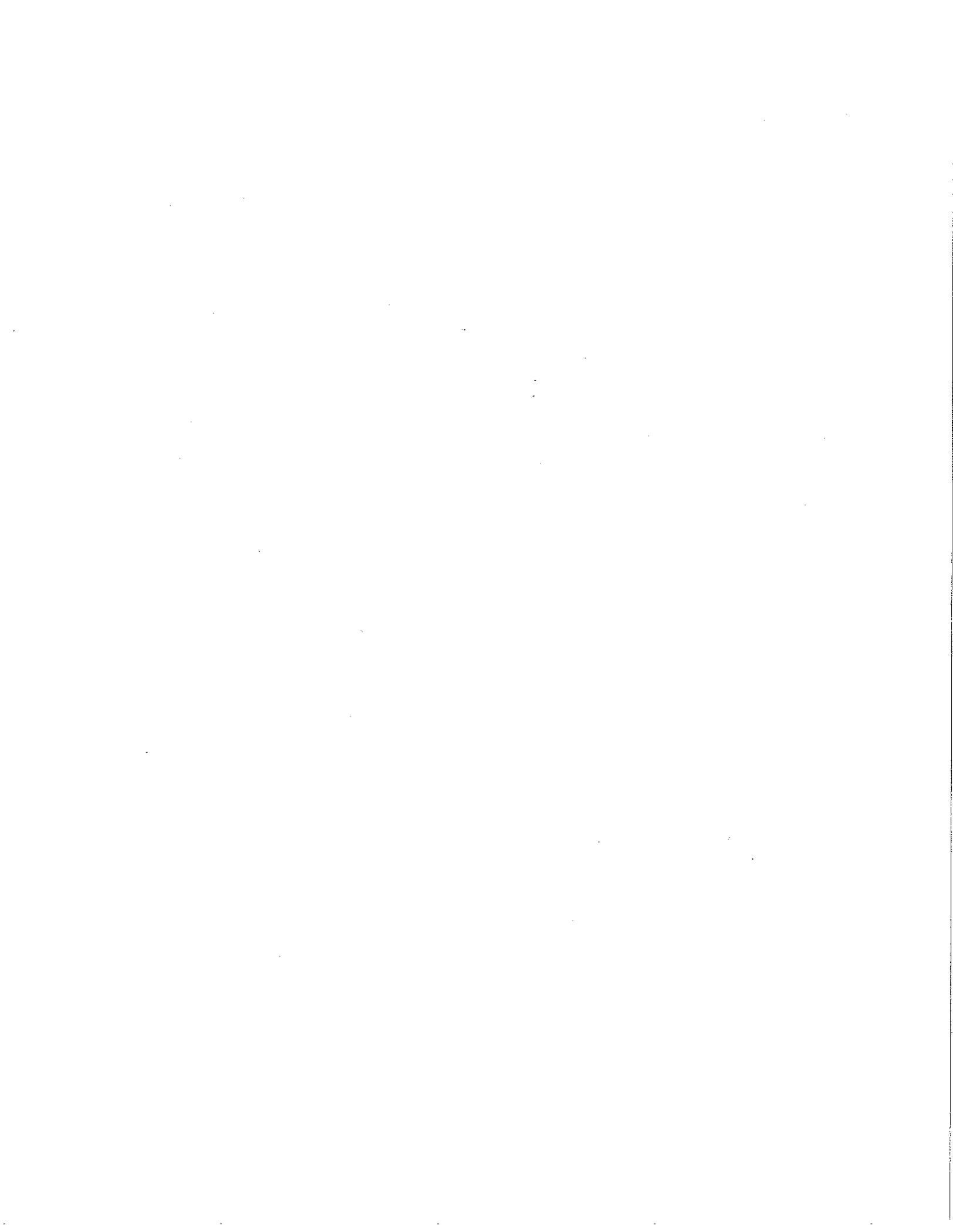
Upcoming Meetings:

Work Session – June 23, 2009 – 5:00 PM – Training Room

Work Session – June 30, 2009 – 5:00 PM – Training Room

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

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



**UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
Tuesday, June 2, 2009 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for June 2, 2009 was called to order by Council President Dick Grassel 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: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Scott Huizenga, City Administrator; Ron Galstad, City Attorney; Greg Boppre, City Engineer; Mike Hedlund, Police Chief; Nancy Ellis, Planning & Zoning; Randy Gust, Fire Chief; Jim Richter, EDHA Director; John Wachter, Public Works Superintendent; and Dan Boyce, Water & Light Manager.

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" for the East Grand Forks, Minnesota City Council of May 19, 2009.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE "REGULAR MEETING" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF MAY 19, 2009.

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

2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of May 26, 2009.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE THE "WORK SESSION" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF MAY 26, 2009.

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

SCHEDULED BID LETTINGS:

3. Consider approving the request to award the "2009 Flood Cleanup" to RJ Zavorals for a total bid price of \$117,280.00.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE REQUEST TO AWARD THE "2009 FLOOD CLEANUP" TO RJ ZAVORALS FOR A TOTAL BID PRICE OF \$117,280.00.

Council Member Leigh asked how this would be funded. Council President Grassel stated 75% FEMA, 15% State, and 10% Local. Mr. Wachter stated that the City only received one bid. Discussion occurred regarding the difference in the Grand Forks Flood Cleanup bid. Mr. Wachter announced that he sent the bid application out to eight different companies and advertised. The East Grand Forks bid is more complex; it included outfalls, boat ramp, and is based on estimated quantity.

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

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 chose.

4. Consider awarding the quote to Swingen Construction to repair the North Pedestrian Bridge for approximately \$25,700.00. (FEMA 75%, State 15%, Local 10%)
5. Consider awarding the quote to Opp Construction for repairs to the intersection at 10th and Bygland Road for \$10,200.00.

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6. Consider awarding the quote to H&S Construction to repair pavers and catch basins at City Hall for approximately \$12,840.00.
7. Consider approving the request for the 190th Street Lighting relocation in Hartsville Township.
8. Consider approving the request to promote Randy Olson, 904 17th Ave. SE, East Grand Forks, MN 56721, to fill the position of the full-time Public Works Equipment Operator, beginning June 1, 2009 at a starting salary of \$19.88 per hour.
9. Consider approving the application for a Special Event for Catfish Days on July 31, 2009 through August 2, 2009 at LaFave Park.
10. Consider approving the VFW Post 3817 application for a Temporary Liquor License for the The Chamber, Catfish Days to be held on July 31, 2009 through August 2, 2009 at LaFave Park, Riverbank in East Grand Forks, MN 56721.
11. Consider approving the application for an Exempt Gambling Permit for a raffle for the East Grand Forks Police Officers Association to be held August 1, 2009 at LaFave Park, Intersection of Hill Street and River Street, East Grand Forks, MN 56721 and waive the 30-day waiting period.
12. Consider approving the application for an Exempt Gambling Permit for a raffle for the Northern Valley Honor Flight to be held September 4, 2009 at the East Grand Forks VFW, 312 DeMers Ave., East Grand Forks, MN 56721 and waive the 30-day waiting period.
13. Consider approving the application for an Exempt Gambling Permit for a raffle for the Northern Valley Honor Flight to be held September 18, 2009 at the East Grand Forks VFW, 312 DeMers Ave., East Grand Forks, MN 56721 and waive the 30-day waiting period.
14. Consider approving the following "Off Sale" Non-Intoxicating Malt Liquor License Applicant Renewal:
 - a. East Side Travel Plaza located at 607 Gateway Drive, East Grand Forks, MN 56721.
15. Consider approving the following "Off Sale" Weekday Liquor License Applicant Renewals:
 - a. Duke's Liquors located at 1502 Central Ave. NE, East Grand Forks, MN 56721.
 - b. Pop's Liquor located at 122 4th St. NE, East Grand Forks, MN 56721.
16. Consider approving the following "'On Sale" Wine and "On Sale" Non-Intoxicating" Liquor License Applicant Renewals:
 - a. Mamma Marias Italian Restaurant, Inc. located at 211 DeMers Avenue, East Grand Forks, MN 56721.
17. Consider approving the following "On Sale Weekday & Sunday Liquor & Off Sale" Non Intoxicating Malt Liquor License Applicant Renewals:
 - a. Whitey's Café, Inc located at 121 Demers Ave., East Grand Forks, MN 56721.

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18. Consider approving the following "On Sale Weekday & Sunday" Liquor License Applicant Renewals:

- a. American Legion located at 1009 Central Ave. NW, East Grand Forks, MN 56721.
- b. Applebee's Neighborhood Grill & Bar located at 415 2nd St. NW, East Grand Forks, MN 56721.
- c. Blue Moose Bar & Grill located at 507 2nd St. NW, East Grand Forks, MN 56721.
- d. Boardwalk Bar & Grill located at 415 2nd St. NW Suite C, East Grand Forks, MN 56721.
- e. Eagles located at 227 10th St. NW, East Grand Forks, MN 56721.
- f. Liberty Lanes located at 1500 5th Ave. NE, East Grand Forks, MN 56721.
- g. Mike's Pizza & Pub located at 411 2nd St. NW, East Grand Forks, MN 56721.
- h. Valley Golf Course located at 2407 River Road NW East Grand Forks, MN 56721.
- i. Veterans of Foreign Wars Post 3817 located at 312 Demers Ave., East Grand Forks, MN 56721.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE CONSENT MOTIONS NUMBER FOUR (4) THROUGH EIGHTEEN (18) AS SUBMITTED.

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

19. The minutes of the Water, Light, Power and Building Commission for April 16, 2009.
20. The minutes of the Water, Light, Power and Building Commission for May 7, 2009.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

21. Consider adopting Resolution No. 09-06-36 a Resolution approving plans and specifications and ordering advertisement for bids for 2009 Assessment Job No. 1 – Utilities – 17th Avenue SE.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADOPT RESOLUTION NO. 09-06-36 A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2009 ASSESSMENT JOB NO. 1 – UTILITIES – 17TH AVENUE SE.

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

22. Consider adopting Resolution No. 09-06-37 a Resolution approving plans and specifications and ordering advertisement for bids for 2009 City Project No. 1 – Curb, Gutter, and Paving – 23rd Street NW, once the City receives MnDot concurrence to advertise for the project.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 09-06-37 A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR 2009 CITY PROJECT NO. 1 – CURB, GUTTER, AND PAVING – 23RD STREET NW, ONCE THE CITY RECEIVES MNDOT CONCURRENCE TO ADVERTISE FOR THE PROJECT.

Council Member Pokrzywinski inquired about the concurrence. He also asked if there were any other obstacles to be aware of. Mr. Boppre stated that MnDot needs to approve the project and he is working on the encroachment agreements with Viking Gas for the next work session. Council Member Leigh stated that the ditch by the cemetery is full of water and is wondering if that is part of this project. Mr. Boppre will look into the ditch issue.

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

23. Consider adopting Resolution No. 09-06-38 a Resolution declaring adequacy of petition, including with the project the City's action to include 13th Street SE Construction and set public hearing for July 7, 2009.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 09-06-38 A RESOLUTION DECLARING ADEQUACY OF PETITION, INCLUDING WITH THE PROJECT THE CITY'S ACTION TO INCLUDE 13TH STREET SE CONSTRUCTION AND SET PUBLIC HEARING FOR JULY 7, 2009.

Mr. Boppre announced that the developer had pulled his name off the petition. Mr. Boppre stated that a public hearing will be held on July 7. Crary Development will move the equipment off the road so the Street Department can blade the road.

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

24. Consider approving the request to file the assessment roll for "2009 Assessment Job No.3 – Paving – Peabody 1st Addition/Greenway 1st Addition.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE REQUEST TO FILE THE ASSESSMENT ROLL FOR "2009 ASSESSMENT JOB NO.3 – PAVING – PEABODY 1ST ADDITION/GREENWAY 1ST ADDITION.

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Mr. Boppre announced that the assessment hearing will be held on July 16th. Notice went to all the property owners. He stated that he has a meeting with Mr. Peabody on Wednesday to discuss his special assessments.

Voting Aye: Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Tweten.

Voting Nay: None.

Absent: Buckalew.

CLAIMS:

25. Consider adopting Resolution No. 09-06-39 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 3219 for a total of \$300.81 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 09-06-39 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 3219 FOR A TOTAL OF \$300.81 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Tweten.

Voting Nay: None.

Absent: Buckalew.

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

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

Voting Aye: Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Tweten.

Voting Nay: None.

Absent: Buckalew.

COUNCIL/STAFF REPORTS:

Mayor Stauss stated that the City needs to take care of the dandelions on City property if we expect the residents too. He also stated that last year the City Council toured all the City buildings and with the LGA cuts, buildings still need to be maintained. Mayor Stauss asked Council President Grassel to appoint a committee to meet with the Water and Light Commission and Dan Boyce to look at the maintenance of all buildings.

Council Member DeMers announced that American Crystal Sugar is producing an odor on the south end. He will look into this issue on his own. Council Member DeMers suggested creating a sunset with contractors to pave a new development by a certain number of years. He would like this to be discussed at a future work session. Council Member DeMers also congratulated Sacred Heart on their trip to State. He also informed

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everyone that the neighborhood lemonade sale raised \$890 for a family member who is fighting cancer. He stated that it's nice to see people come together and use the City parks.

Council Vice President Tweten informed City Council that Mr. Aker had a sprayer break down so he was unable to take care of the dandelions. He also informed everyone of a book of history for \$14 through Gerald Amiot.

Council Member Leigh announced that whoever sells lots within the City should make the potential buyer aware of all costs to come.

Council Member Pokrzywinski discussed the odor from American Crystal Sugar and would like them to send the Council a letter on why the odor has increased. The Chamber is forming a task force to determine how it's going so far.

Council President Grassel suggested contacting Steve Clausen regarding American Crystal Sugar odor. He congratulated Sacred Heart softball and those who went to State in track and golf as well. Council President Grassel stated that people need to show up for public hearings for special assessments. Mayor Stauss stated that the banker or realtor should talk to the potential buyer on all upcoming costs.

Mr. Galstad announced that if the special assessments are not certified, there are no numbers available for the potential buyer. Mr. Boppre announced that the policy in the past has been 50% petitioned. At some point, paving will be done.

ADJOURN:

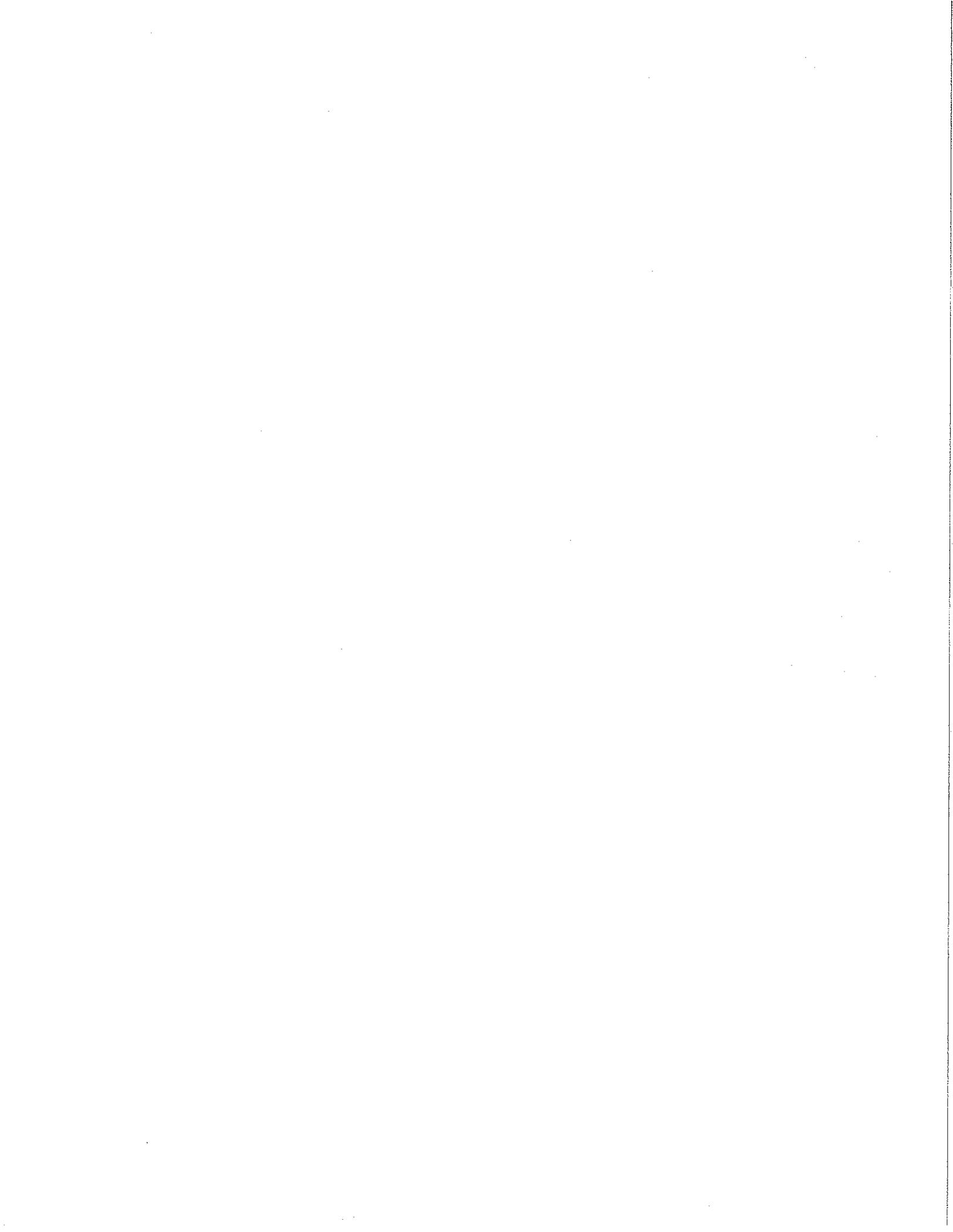
A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE JUNE 2, 2009 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:38 P.M.

Voting Aye: Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Tweten.

Voting Nay: None.

Absent: Buckalew.

Scott Huizenga, City Administrator/Clerk-Treasurer



**UNAPPROVED
WORK SESSION
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
Tuesday, June 9, 2009 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for June 9, 2009 was called to order by Council President Dick Grassel 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: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Scott Huizenga, City Administrator; Michelle French, Executive Assistant; Greg Boppre, City Engineer; Ron Galstad, City Attorney; Jim Richter, EDHA Director; Mike Hedlund, Police Chief; John Wachter, Public Works Superintendent; Charlotte Helgeson, Library Director; Randy Gust, Fire Chief; and Dan Boyce, Water & Light Manager.

DETERMINATION OF A QUORUM

The Council President Determined a Quorum was present

1. “The Waffle Plan” – EERC – Bethany Kurz

Ms Kurz gave a brief summary of the “Waffle Plan.” The goal of the plan is to evaluate the feasibility of basin wide distributed storage for mitigation of large springtime floods. She discussed the key assumptions: temporary, springtime storage; not implemented every year; water storage on agricultural land may cause a delay in planting; participation would be voluntary and compensation is provided; and roads would not be raised for the benefits evaluated by this study.

2. Legislative Update – JD Burton, Coalition of Greater Minnesota Cities

Mr. Burton discussed the importance of Local Government Aid (LGA) and how it helps the tax payers. He suggested communicating with the legislatures. Discussion occurred regarding the proposed Governors budget and the local effects that it may have. Mr. Burton thanked the City of East Grand Forks for being

**EAST GRAND FORKS WORK SESSION
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members of the Coalition of Greater Minnesota Cities and strongly recommended going to the annual conference in Brainerd.

3. "2009 City Project No. 1 – Curb, Gutter, & Paving" – Greg Boppre

Mr. Boppre announced that the 23rd Street NW project needs encroachment agreements from Viking Gas and Minnkota Power. This item will be referred to City Council for action.

4. 17th Avenue SE Project – Purchase Agreement – Ron Galstad

Mr. Galstad suggested purchasing a portion of the Stokes Property for \$72,000 which is equivalent to \$6,000 per acre. Council Member Leigh stated that this property cannot be developed. He would like to know what the total cost would be if the City buys the property and pays for the specials and does the City have funding available. Mr. Huizenga stated that funds would come from the lot sales. Council Member Leigh thought the lot sales funds would be used to maintain the dike. He also stated that the City has many lots that need to be sold. Mr. Galstad informed City Council that this is not just a paving project, it started when the properties were annexed and the residents were promised City services. The easiest way to get these services to these residents would be to purchase the suggested property.

5. Temporary Levee Easement Use – John Wachter

Mr. Wachter stated that he received a call from Mr. Peabody to place a temporary tent on the levee easement. Mr. Wachter recommended granting the use of the easement and creating a permit for such use in the future. Discussion occurred regarding the length of the stakes to be used. Mr. Boppre announced that he did contact the Army Corp of Engineers regarding this issue in the past and they stated that the stakes cannot go up in the upper four feet of the levee. This item will be referred to City Council for action.

6. Commercial Landscaping Rates for Yardsite – John Wachter

Mr. Wachter suggested changing the rate structure for commercial landscapers to either pay the current \$100 annually plus the \$10 per load or an annual rate of \$500. Commercial customers would still need to continue going to the Public Works Building to dump. Discussion occurred regarding the cost of a roll off for a business. Mr. Wachter stated that the roll off would need to be covered and the business would need to pay for the rental of the roll off and disposal fees. Mr. Gornovicz, owner of Fert-L-Lawn, agreed with the one time fee.

7. Other

Council Vice President Tweten informed City Council that he receive two summaries from Senator Stumpf of a synopsis on the legislatures. He also stated that if anyone is interested in the reading "Treaty at Old Crossing", Mr. Huizenga will have a copy in the Administration Office.

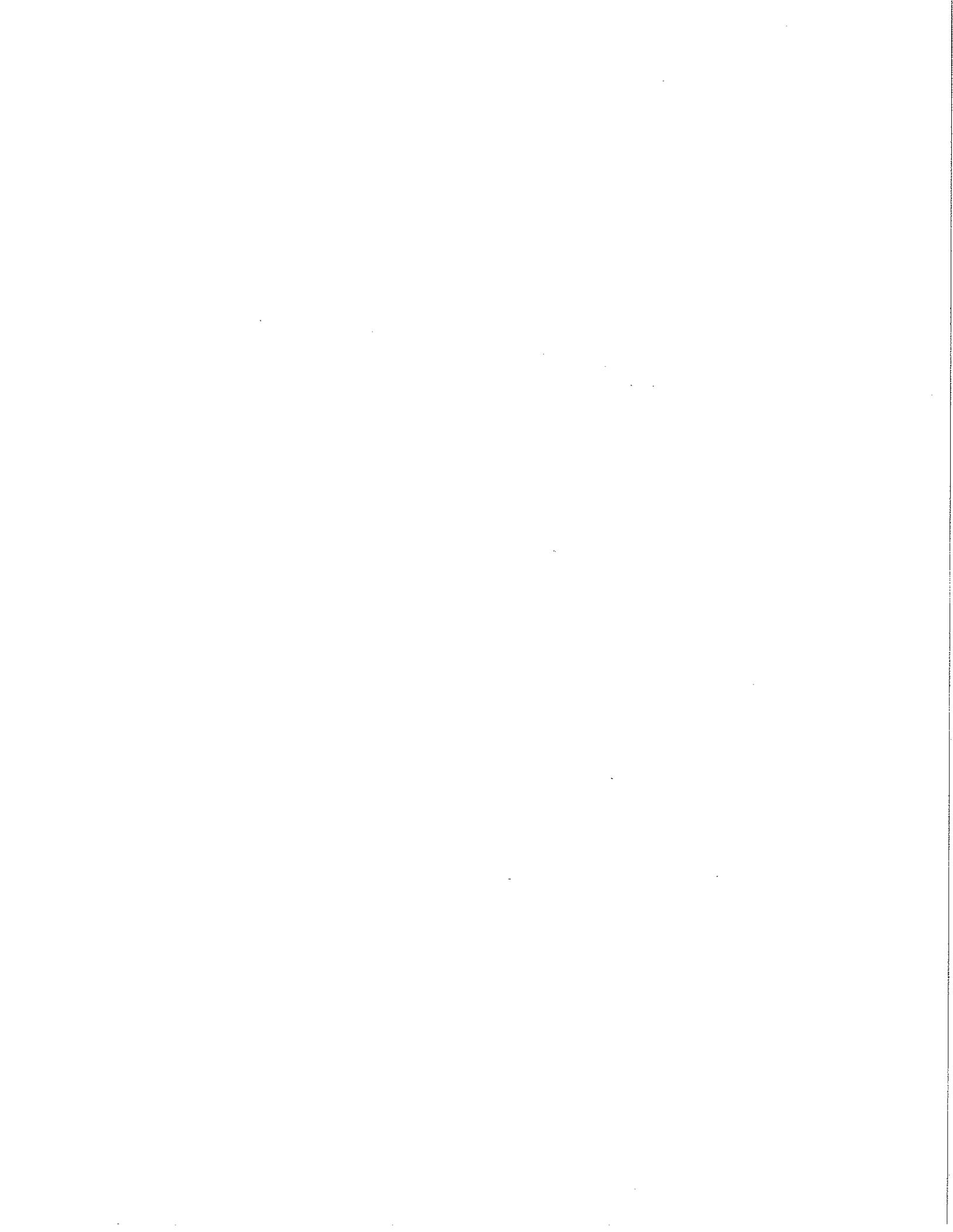
ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE JUNE 9, 2009 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:32 P.M.

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JUNE 9, 2009

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

Scott Huizenga, City Administrator/Clerk-Treasurer



RESOLUTION NO. 09 – 06 - 40

A RESOLUTION TO ADOPT ASSESSMENT ROLL #313 FOR “2009 ASSESSMENT JOB NO. 3 – PAVING” PEABODYS 1ST ADDITION AND GREENWAY CROSSING 1ST ADDITION. TOTAL ASSESSMENT \$157,651.44.

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 “2009 Assessment Job No. 3 – Paving”; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on June 2, 2009; and

WHEREAS, On June 3, 2009 and June 10, 2009, 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 June 2, 2009, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on June 16, 2009 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. 313-Paving”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of fifteen (15) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2009, 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: None.
Absent:

The President declared the resolution passed.

Passed: June 16, 2009

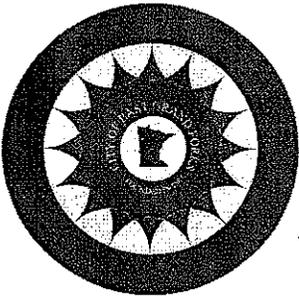
Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 9th day of June, 2009.

Mayor



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

NOTICE OF HEARING ON 2009 ASSESSMENT FOR JOB NO. 3, PAVING IN THE CITY OF EAST GRAND FORKS, MINNESOTA TO SERVE PEABODYS 1ST ADDITION AND GREENWAY CROSSING 1ST ADDITION

Notice is hereby given that on Tuesday, June 16, 2009 at 5:00 p.m., or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, the City Council has scheduled a meeting to hear, consider and pass upon all written or oral objections, if any, to the proposed assessments for curb, gutter, and paving known for reference purposes as "2009 Assessment Job No. 3" on the following project.

Peabodys 1st Addition/Greenway Crossing 1st Addition **The total proposed assessments are \$157,651.44**

The proposed assessment roll #313 is now on file and open to public inspection by all persons interested in the office of the City Administrator/Clerk-Treasurer. The entire amount assessed against any parcel of land will be payable, unless prepaid, in 15 equal consecutive installments, the first of such installments to be collectable with general taxes during the year 2010. The first installment will be payable with interest at the rate of 6.5% per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2009, 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.

The General Nature of "2009 Assessment Job No. 3" is paving for Peabody's 1st Addition/Greenway Crossing 1st Addition. Total Amount to be assessed - \$157,651.44.

The area proposed to be assessed for the costs of said improvements will include all property abutting upon the public roadways described above.

Notice is hereby given that the owners of property subject to assessment may appeal an assessment to District Court, pursuant to Minnesota Statutes, Section 429.081, by serving notice of the appeal upon the Mayor or the City Administrator/Clerk-Treasurer of the City of East Grand Forks within twenty (20) days after adoption of the assessment, and file such notice with the District Court within ten (10) days after service upon the Mayor or City Administrator/Clerk-Treasurer. Provisions for deferral of special assessments to senior citizens, etc. per MSA Sections 435.193 to 435.195, have not been authorized.

By order of the City Council.
Scott M. Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, MN

(Published June 3 & 10, 2009)

2009 ASSESSMENT JOB No. 3 - PAVING
EAST GRAND FORKS, MINNESOTA

PARCEL No.	OWNER	DESCRIPTION	PAVING		TOTAL ASSESSMENT BEFORE INTEREST
			FOOTAGE	\$ BENEFIT	
GREENWAY CROSSING 1ST ADD					
R 83.03600.00	KYLE A & DAWN M SULLIVAN	Lot-001 Block-001	97.08	\$7,120.01	\$7,120.01
R 83.03601.00	BRAD & TAMMY L ORTSMAN	Lot-002 Block-001	60.00	\$4,400.50	\$4,400.50
R 83.03614.00	THOMAS B & HEIDI L SMART	Lot-001 Block-005	75.00	\$5,500.62	\$5,500.62
R 83.03615.00	MICHAEL H & KELLY E WILBER	Lot-002 Block-005	53.78	\$3,944.32	\$3,944.32
R 83.03616.00	MICHAEL H & KELLY E WILBER	Lot-003 Block-005	53.76	\$3,942.84	\$3,942.84
R 83.03617.00	WALLACE KNOLL	Block-005 LOTS 4 & 5	107.52	\$7,885.69	\$7,885.69
R 83.03619.00	KENNARD J & NADINE J PAULSON	Lot-006 Block-005	75.02	\$5,502.09	\$5,502.09
R 83.03630.00	CASEY J OLSON	Lot-017 Block-005	75.02	\$5,502.09	\$5,502.09
R 83.03631.00	RANDY P & TRACY A ANDERSON	Lot-018 Block-005	53.76	\$3,942.84	\$3,942.84
R 83.03632.00	RANDY P & TRACY A ANDERSON	Lot-019 Block-005	53.76	\$3,942.84	\$3,942.84
R 83.03633.00	ROBERT C & BRENDA L CARLSON	Lot-020 Block-005	53.76	\$3,942.84	\$3,942.84
R 83.03634.00	ROBERT C & BRENDA L CARLSON	Lot-021 Block-005	53.78	\$3,944.32	\$3,944.32
R 83.03635.00	ROBERT F & LAURIE T JUNG	Lot-022 Block-005	75.00	\$5,500.62	\$5,500.62
GREENWAY CROSSING 1ST ADD SUBTOTAL			887.24	\$65,071.62	\$65,071.62

PEABODY'S FIRST ADDITION					
PARCEL No.	OWNER	DESCRIPTION	PAVING		TOTAL ASSESSMENT BEFORE INTEREST
			FOOTAGE	\$ BENEFIT	
R 83.04244.00	ROBERT E & JEANINE H PEABODY	Lot-007 Block-001	45.30	\$3,322.38	\$3,322.38
R 83.04245.00	ROBERT E & JEANINE H PEABODY	Lot-008 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04246.00	ROBERT E & JEANINE H PEABODY	Lot-009 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04247.00	ROBERT E & JEANINE H PEABODY	Lot-010 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04248.00	ROBERT E & JEANINE H PEABODY	Lot-011 Block-001	95.06	\$6,971.85	\$6,971.85
R 83.04249.00	ROBERT E & JEANINE H PEABODY	Lot-012 Block-001	212.25	\$15,566.75	\$15,566.75
R 83.04250.00	ROBERT E & JEANINE H PEABODY	Lot-013 Block-001	102.11	\$7,488.91	\$7,488.91
R 83.04251.00	RYAN B & SADIE M STEENERSON	Lot-014 Block-001	97.29	\$7,135.40	\$7,135.40
R 83.04252.00	ROBERT E & JEANINE H PEABODY	Lot-015 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04253.00	ROBERT E & JEANINE H PEABODY	Lot-016 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04254.00	MATTHEW S & JENNIFER S LUKACH	Lot-017 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04255.00	ROBERT E & JEANINE H PEABODY	Lot-018 Block-001	95.00	\$6,967.45	\$6,967.45
R 83.04256.00	ROBERT E & JEANINE H PEABODY	Lot-019 Block-001	45.30	\$3,322.38	\$3,322.38
PEABODY'S FIRST ADDITION SUBTOTAL			1,262.31	\$92,579.82	\$92,579.82

TOTAL PAVING ASSESSMENT	2,149.55	\$157,651.44	\$157,651.44
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2009 ASSESSMENT JOB No. 3 - PAVING
EAST GRAND FORKS, MINNESOTA

Paving

Paving Construction Cost	\$127,138.26
Plans & Specifications	\$12,713.83
Staking & Inspection	\$6,356.91
Assessment Roll	\$1,271.38
Administration	\$3,814.15
Contingencies	\$6,356.91

TOTAL PAVING COST

\$157,651.44

TOTAL Footage to be assessed

2,149.55 LF

Assessed Front Footage Benefit Rate

\$73,341602 per foot

TOTAL AMOUNT TO BE ASSESSED

\$157,651.44

Request for Council Action

Date: June 9, 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

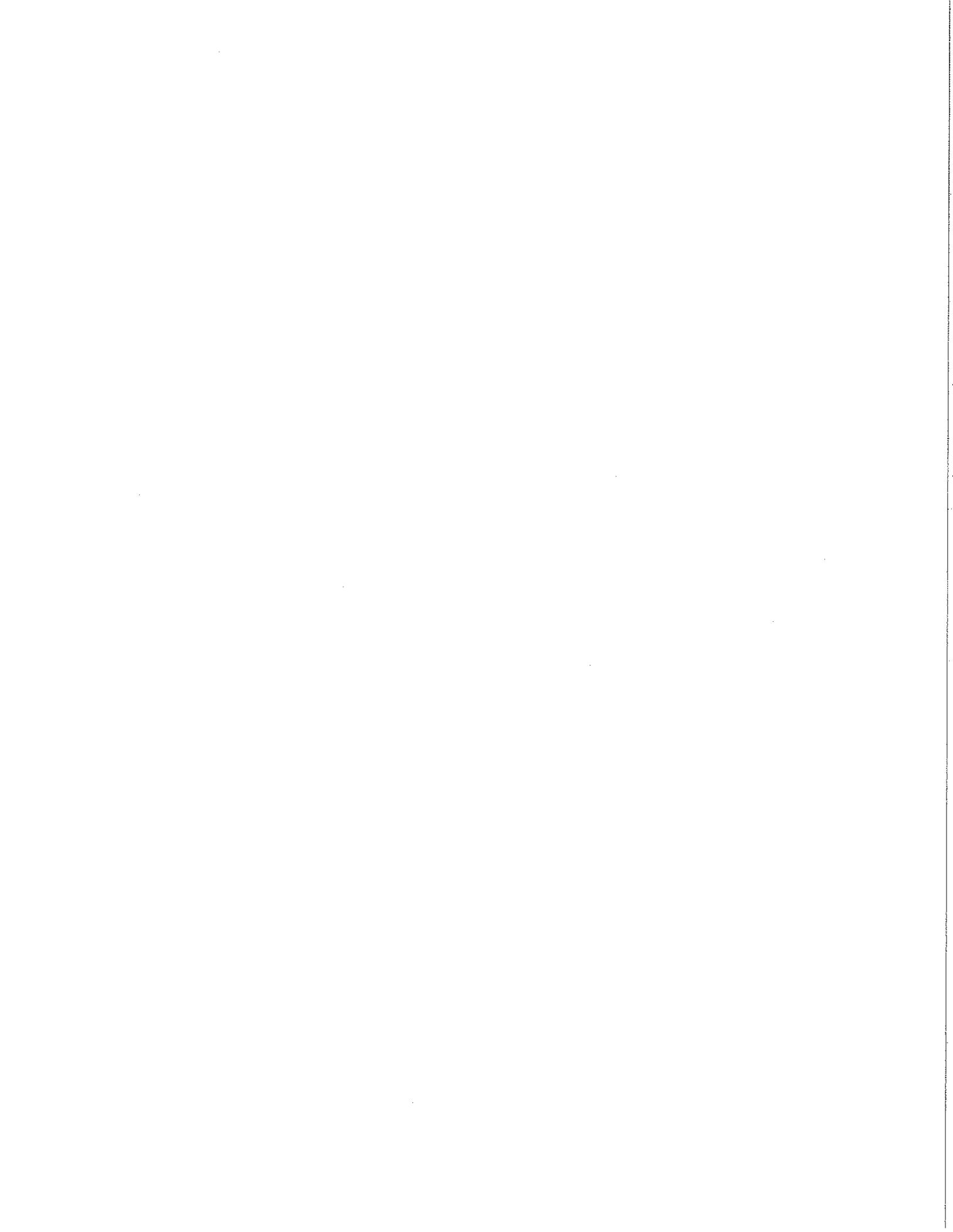
From: Michael S. Hedlund – Chief of Police

RE: Approval of Promotion of Detective Sergeant Rod Hajicek to Lieutenant

Background: As previously approved by Council the East Grand Forks Police Department has conducted a promotional process to select a candidate for the newly created position of Lieutenant. At the conclusion of this process Detective Sergeant Rod Hajicek was selected for the position and is scheduled to move into this position on Wednesday June 17, 2009.

Recommendation: Formal approval of the selection of Rod Hajicek for this position.

Enclosures:



**CITY OF EAST GRAND FORKS
SPECIAL EVENT APPLICATION**

Name of Applicant: Clear Channel Radio

Address: 505 University Ave Phone No: 701-746-1417

Contact Name: Laura Endres Date of Event: July 16th

Start Time: 4 p.m. End Time: 8 p.m.

Notes/Explanation of Event:

Clear Channel Radio would like to hold the Annual Bikes and Bites, Ride in Motorcycle Show, on Thursday July 16th from 5 to 8 p.m. on the boardwalk. We are requesting permission to close the boardwalk to any traffic except motorcycles and would like to arrange the following during the event, ensure power on the stage, picnic Tables (20-25), Orange Fencing - about 2000 feet / sandbags and poles for two designated beer gardens, No Parking Signs to put on the boardwalk the morning of the 16th, barricades for the event and large Garbage Cans and pick up for them the following morning

The VFW will be handling the beer garden, Clear Channel Radio has arranged for 10 Port-o-Potties.

Laura Endres
Signature of Applicant

6/9/2009
Date

TO BE COMPLETED BY CITY STAFF _____
(NAME OF STAFF)

Recommendations: _____

Signature of Staff Date

TO BE COMPLETED BY CLERK-TREASURER
Permit No: _____

Approval of City Council: _____ day of _____, 20____.

City Administrator Signature Date

CLEAR CHANNEL

Grand Forks

KJ108

XI93FM

100.3FM

THE FOX
WORLD CLASS ROCK

THE FAN
GRAND FORKS-1440 AM

Dear Sir or Madam:

Clear Channel Radio would like to hold the Annual Bikes and Bites, Ride in Motorcycle Show, on Thursday July 16th from 5 to 8 p.m. on the boardwalk. We are writing to see who we need to contact for permission to close the boardwalk to any traffic except motorcycles and what we need to do to arrange the following during the event:

1. Ensure power on the stage
2. Picnic Tables (20-25 would be great)
3. Orange Fencing – about 2000 feet / sandbags and poles (the ones in the warehouse with the orange fencing)
4. No Parking Signs to put on the boardwalk the morning of the 16th
5. barricades for the event
6. Large Garbage Cans and pick up for them the following morning

The VFW will be handling the beer garden, Clear Channel Radio has arranged for 10 Port-o-Potties. Please advise at your earliest convenience.

Sincerely,

Jennifer Stocker and Laura Endres
Clear Channel Radio

CITY OF EAST GRAND FORKS
SPECIAL EVENT APPLICATION

Name of Applicant: Whiteys cafe

Address: 121 Demers Ave Phone No: 773 1331

Contact Name: Tim Behar Date of Event: June 4, 11, 18, 25 August 6, 13, 20, 27
July 2, 9, 16, 23, 30 Sept 3, 10

Start Time: 8:30 pm End Time: 11:30 pm

Notes/Explanation of Event: patio party Every Thursday Night 3 piece Bands
Acoustic Low volume

[Signature] 6-1-09
Signature of Applicant Date

TO BE COMPLETED BY CITY STAFF _____
(NAME OF STAFF)

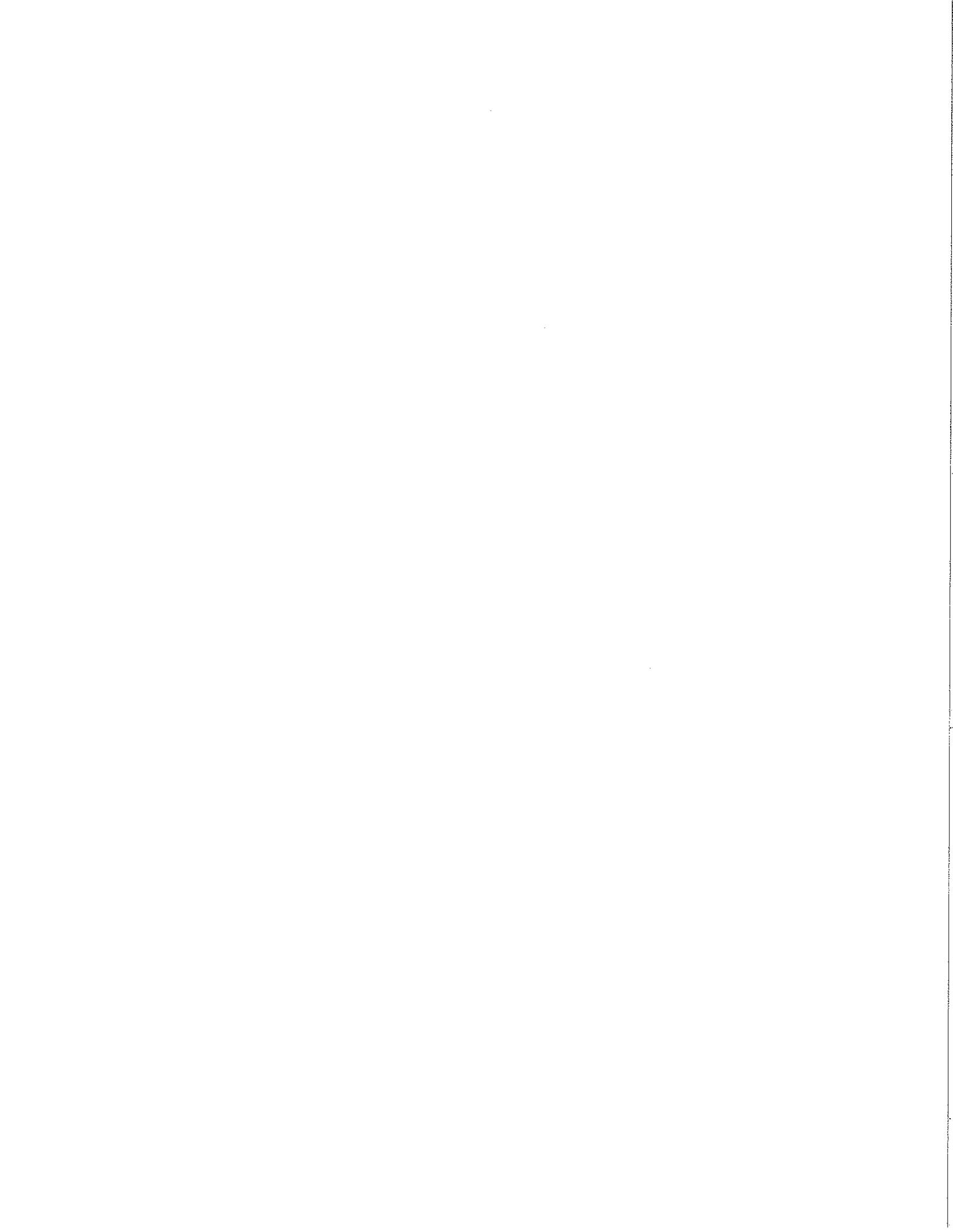
Recommendations: _____

Signature of Staff Date

TO BE COMPLETED BY CLERK-TREASURER
Permit No: _____

Approval of City Council: _____ day of _____, 20____.

City Administrator Signature Date



7

**Minnesota Lawful Gambling
LG220 Application for Exempt Permit Fee \$50**

For Board Use Only	
Fee Paid	_____
Check No.	_____

Organization Information

Organization name East Grand Forks Lions Club		Previous lawful gambling exemption number	
Street 712 DeMers Ave	City East Grand Forks	State/Zip Code MN	County Polk
Name of chief executive officer (CEO) First name: Scott Last name: Huizenga		Daytime phone number of CEO 218-773-2483	
Name of treasurer First name: Matthew Last name: Clapp		Daytime phone number of treasurer: 218-773-1161	

Type of Nonprofit Organization

Check the box that best describes your organization:

Fraternal Religious
 Veteran Other nonprofit organization

Check the box that indicates the type of proof your organization attached to this application:

IRS letter indicating income tax exempt status
 Certificate of Good Standing from the Minnesota Secretary of State's Office
 A charter showing you are an affiliate of a parent nonprofit organization
 Proof previously submitted and on file with the Gambling Control Board

Gambling Premises Information

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
VFW Club - East Grand Forks

Address (do not use PO box) 312 DeMers Ave	City East Grand Forks	State/Zip Code MN	County Polk
--	---------------------------------	-----------------------------	-----------------------

Date(s) of activity (for raffles, indicate the date of the drawing)
September 9, 2009

Check the box or boxes that indicate the type of gambling activity your organization will be conducting:

*Bingo Raffles (cash prizes may not exceed \$12,000) *Paddlewheels *Pull-Tabs *Tipboards

***Gambling equipment for pull-tabs, tipboards, paddlewheels, and bingo (bingo paper, hard cards, and bingo ball selection device) must be obtained from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors. Or call 651-639-4000.**

This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your qualifications to be involved in lawful gambling activities in Minnesota. You have the right to refuse to supply the information requested; however, if you refuse to supply this information, the Board may not be able to determine your qualifications and, as a consequence, may refuse to issue you a permit. If you supply the information requested, the Board will be able to process your application.

Your name and your organization's name and address will be public information when received by the Board. All the other information that you provide will be private data about you until the Board issues your permit. When the Board issues your permit, all of the information that you have provided to the Board in the process of applying for your permit will become public. If the Board does not issue you a permit, all the information you have provided in the process of applying for a permit remains private, with the exception of your name and your organization's name and address which will remain public. Private data about you are available only to

the following: Board members, staff of the Board whose work assignment requires that they have access to the information; the Minnesota Department of Public Safety; the Minnesota Attorney General; the Minnesota Commissioners of Administration, Finance, and Revenue; the Minnesota Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies that are specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your consent.

LG220 Application for Exempt Permit

Organization Name East Grand Forks Lions Club

Local Unit of Government Acknowledgment

If the gambling premises is within city limits, the city must sign this application.

On behalf of the city, I acknowledge this application.

Check the action that the city is taking on this application.

The city approves the application with no waiting period.

The city approves the application with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a first class city).

The city denies the application.

Print name of city _____

(Signature of city personnel receiving application)

Title _____

Date ____/____/____

If the gambling premises is located in a township, both the county and township must sign this application.

On behalf of the county, I acknowledge this application.

Check the action that the county is taking on this application.

The county approves the application with no waiting period.

The county approves the application with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

The county denies the application.

Print name of county _____

(Signature of county personnel receiving application)

Title _____

Date ____/____/____

TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application (Minnesota Statute 349.213, subd. 2).]

Print name of township _____

(Signature of township official acknowledging application)

Title _____

Date ____/____/____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge.

Chief executive officer's signature _____

Name (please print) _____ Date ____/____/____

Mail Application and Attachments

At least 45 days prior to your scheduled activity date send:

- the completed application,
- a copy of your proof of nonprofit status, and
- a \$50 application fee (make check payable to "State of Minnesota").

Application fees are not prorated, refundable, or transferable.

Send to: **Gambling Control Board**
1711 West County Road B, Suite 300 South
Roseville, MN 55113

If your application has not been acknowledged by the local unit of government or has been denied, do not send the application to the Gambling Control Board.

**CITY OF EAST GRAND FORKS APPLICATION / PERMIT
FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS**

8

Applicant instructions:

1. This application must be completed and returned at least 15 days prior to date of display.
2. Fee upon application is \$ ~~25.00~~ ^{50.00} and must be made payable to the City of East Grand Forks.

Name of applicant (Sponsoring Organization): Grand Forks Sertoma Club

Address of applicant: 6200 Lake Drive, Grand Forks, ND 58201

Name of authorized agent of applicant: RES Specialty Pyrotechnics Inc.

Address of agent: 21595 286th Street, Belle Plaine, Mn 56011

Telephone number of agent: 952-873-3113

Date of display: July 4th, 2009 Rain Date: _____ Time of display: 10:00 PM

Location of display: July 5th, 2009
East Grand Forks, MN, along Red River across from Cabellas

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: _____

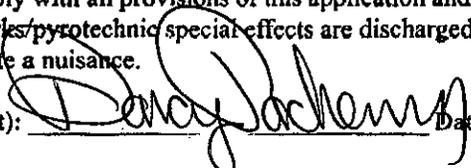
Delivered Day of Show

Type & number of fireworks/pyrotechnic special effects to be discharged: 240-3" Shells, 122-4" Shells, 98-5" Shells, 50-6" Shells, 5-8" Shells

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

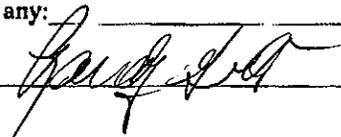
Name of supervising operator: Charlie Harner Certificate No.: 00194

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent):  Date of application: 6/2/09

- Required attachments.** The following attachments must be included with this application:
1. Proof of a bond or certificate of insurance in amount of at least \$ 5 Million.
 2. A diagram of the ground, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.
 3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief/county sheriff:  Date: 6/9/09

Signature of issuing authority: _____ Date: _____

PRODUCER

MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202
800-476-2211

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A James River Insurance Company

Company B Redland Insurance Company

Company C

Company D

Company E

INSURED

R E S Specialty Pyrotechnics
21595 286th Street
Belle Plaine, MN 56011

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owners' and Contractors' Protection <input checked="" type="checkbox"/> Per Project Agg. Cap \$1,000,000 <input type="checkbox"/> General Aggregate Limit applies per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location	000376880	05/01/2009 05/01/2010	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 100,000
				MEDICAL EXPENSE	\$ EXCLUDED
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 5,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Scheduled Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-owned Automobiles <input type="checkbox"/>	RICGA0003216	05/01/2009 05/01/2010	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	\$1000 deductible
				COLLISION	\$1000 deductible
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC Statutory Limit	Other
				EL EACH ACCIDENT	\$
				EL DISEASE (Each employee)	\$
				EL DISEASE (Policy Limit)	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	000376900	05/01/2009 05/01/2010	EACH OCCURRENCE	\$ 4,000,000
				AGGREGATE	\$ 4,000,000
					\$
					\$
					\$

Date of Event: July 4th, 2009 (Rain Date: July 5th, 2009)
Location: East Grand Forks Site along Red River

City of East Grand Forks; Grand Forks Sertoma Club

The above listed are Additional Insured respects to General Liability policy as required by written contract subject to policy terms, conditions and exclusions. The Certificate Holder is named as Additional Insured with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Grand Forks Sertoma Club
Attn: Paul Lester
6200 Lake Drive
Grand Forks, ND 58201

Authorized Representative



ADDITIONAL INFORMATION

ISSUE DATE

06/02/2009

PRODUCER

MCGRUFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202
800-476-2211

CERTIFICATE HOLDER

Grand Forks Sertoma Club
Attn: Paul Lester
6200 Lake Drive
Grand Forks, ND 58201

INSURED

R E S Specialty Pyrotechnics
21595 286th Street
Belle Plaine, MN 56011

Leased / Rented Vehicles/Hired Phys Damage (6mth or less)

Policy Number: RICGA0003216
Company: Redland Insurance Company
Effective: 5/01/09 - 5/01/2010

Coverages:

Limit: \$50,000

Deductibles:

Comprehensive: \$ 100
Collision: \$1,000

East Grand Forks, MN

Cabellas

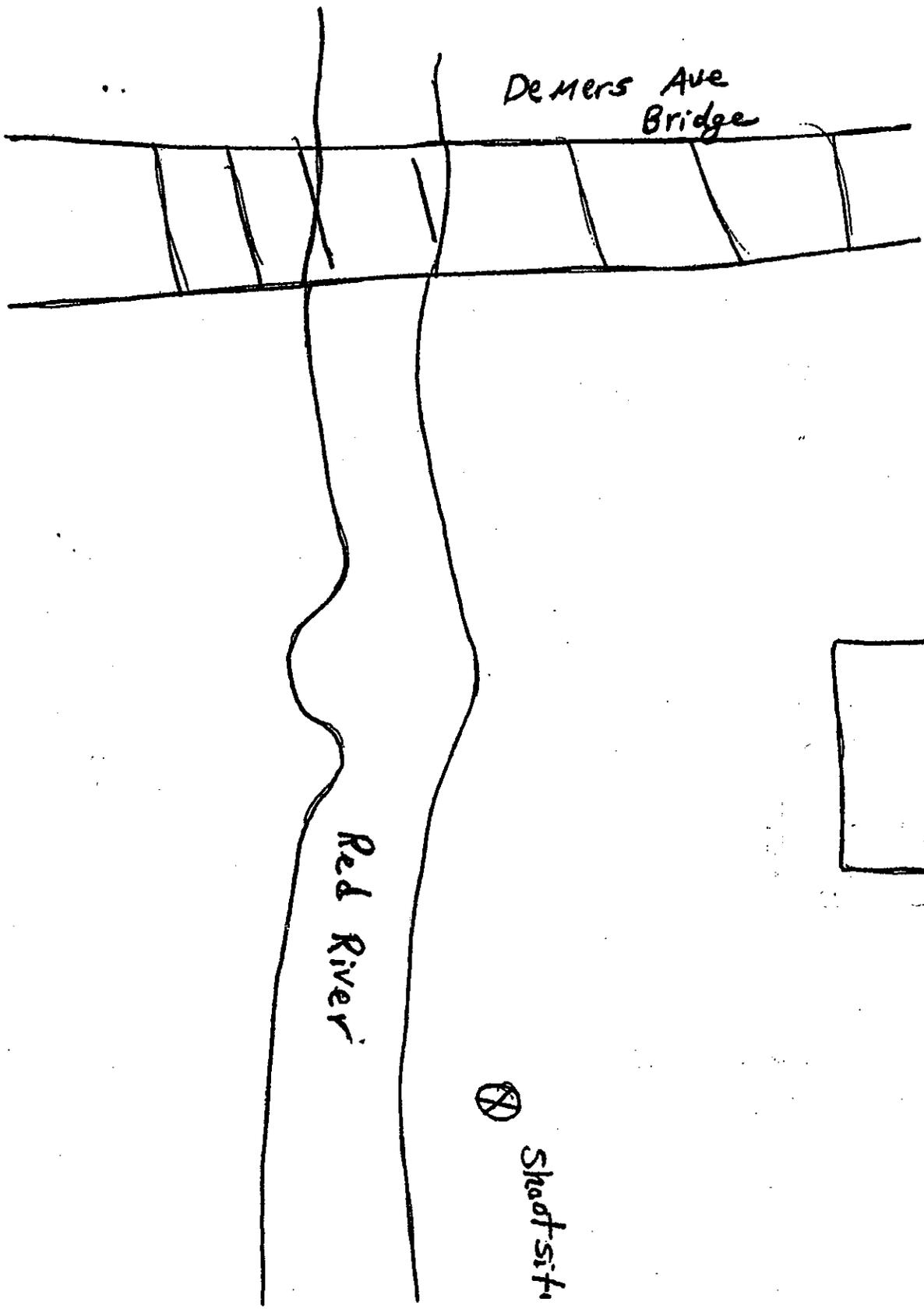
Shoot site
7-4-04
Shell size max 8'

De Mers Ave
Bridge

Red River

⊗
Shoot site

Grand Forks, ND



Request for Council Action

Date: June 16, 2009
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Teri Nelson, Planner - EGF Transit
RE: NCTC transit contract

GENERAL INFORMATION:

East Grand Forks has had a contract that provides free rides to students and staff of the college. In exchange the city receives \$4,500 (\$2,250 from the student senate and \$2,250 from the College). The riders would be able to ride anywhere within our system including the City of Grand Forks Monday through Saturday. The only requirement to get the ride is for the student or staff to show their NCTC identification card and once the new fareboxes are installed they will be given a card to ride the buses. The Cities Area Transit (CAT) the operator of the system will keep track of the amount of rides given.

NCTC and the Transit Staff would like to have the annual contract renewed for another year. As with all transit contracts the Mayor and the City Administrator will be required to sign the contract.

We have evaluated the past contract and request the renewal without any modifications.

RECOMMENDATION:

Staff recommends allowing the Mayor and City Administrator to enter into a contract to provide free rides to NCTC staff and students with proper ID for the cost of \$4,500.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *Northland Community & Technical College* (hereinafter MnSCU), and *City of East Grand Forks, 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MnSCU is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on *May 1, 2009* or upon the date the **final required signature is obtained by MnSCU, whichever occurs later**, and shall remain in effect until *April 30, 2010* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.**

II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

provide transportation for all Northland Community & Technical College students, faculty, and staff. A CONTRACTOR bus will stop at the campus once every half hour during the CONTRACTOR'S business day which is 7:00.am to 6:00 pm.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

1. **Compensation** of *Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00)*

2. The **total obligation** of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00)*

B. **Terms of Payment.**

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 - a. *Upon receipt of invoice.*
 - b. **Retainage.** Retainage will not apply to this contract.
2. **Nonresident Aliens.** Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: Kent Hanson
Address: 2022 Central Ave NE, East Grand Forks, MN 56721
Telephone: 218-793-2461
E-Mail: kent.hanson@northlandcollege.edu
Fax: 218-793-2821

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Teri Kouba
Address: 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721
Telephone: 701-746-2660
E-Mail: terinelson@theforksmmpo.org
Fax: 701-787-3755

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

B. Termination for Insufficient Funding. MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

VI. ASSIGNMENT. The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MnSCU.

VII. LIABILITY. The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.

VIII. WORKERS' COMPENSATION. The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.

IX. MINNESOTA STATUTES § 181.59.

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

X. DATA DISCLOSURE.

A. The CONTRACTOR is required by Minnesota Statutes §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax

returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statutes § 256.998 requires that his or her social security number and date of birth be submitted to the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU'S opinion is likely to arise, the CONTRACTOR shall, at MnSCU'S discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XV. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVI. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any

Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; X., Data Disclosure; XI., Government Data Practices Act; XII., Intellectual Property; XIII., Jurisdiction and Venue; and XV., State Audits.

XVIII. **INSURANCE.** CONTRACTOR shall submit an ACCORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

A. Workers' Compensation Insurance. CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

B. Commercial General Liability. CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Products and Completed Operations Liability
Blanket Contractual Liability

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities on behalf of
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

C. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by CONTRACTOR, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities on behalf of
NORTHLAND COMMUNITY AND TECHNICAL COLLEGE

D. Errors and Omissions (E & O) Insurance. CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or

alleged negligent act, error or omission related to CONTRACTOR's services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

E. MnSCU reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

XX. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name) Dennis Paesler
Title CFO - Business Office
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES
NORTHLAND COMMUNITY & TECHNICAL COLLEGE**

By (authorized signature and printed name) Kent Hanson
Title Vice President of Academic Affairs and Student Services
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name) Dennis Paesler
Title CFO - Business Office
Date

RESOLUTION NO. 09 - 06 - 41

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

IT IS RESOLVED that the City of East Grand Forks enter into Mn/DOT Agreement No. 94817 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City within the corporate City limits upon, along and adjacent to US Business 2, the limits of which are defined in said Agreement.

BE IT FURTHER RESOLVED, that the Mayor and the City Administrator are authorized to execute the Agreement.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: June 16, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of June, 2009.

Mayor

DISTRICT 2
MAINTENANCE
OPERATIONS

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
ROUTINE MAINTENANCE AGREEMENT

Mn/DOT
AGREEMENT NO.

94817

The State of Minnesota
Department of Transportation, and
The City of East Grand Forks

Re: State cost for routine
maintenance performed by the
City on Business T.H. 2

TOTAL AGREEMENT

AMOUNT

\$14,609.22

AMOUNT ENCUMBERED

(Fiscal Year 2010)

\$7,196.66

AMOUNT TO BE

ENCUMBERED

(Fiscal Year 2011)

\$7,412.56

AMOUNT RECEIVABLE

(None)

THIS AGREEMENT is made and entered into by and between the State of
Minnesota, acting through its Commissioner of Transportation ("State")

and the City of East Grand Forks, Minnesota, acting by and through its City Council ("City").

WHEREAS, the State requested that the City perform routine maintenance on certain trunk highway(s) located within the corporate City limits; and

WHEREAS, pursuant to Minnesota Statutes Section 161.38, subdivision 3, the State and the City desire to enter into an agreement providing for the following as hereinafter set forth:

1. Routine maintenance performed by the City.
2. State reimbursement to the City for such maintenance.

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - MAINTENANCE BY THE CITY

Section A. Location

The City will perform routine maintenance of the following portions of the trunk highway system located within the corporate City limits:

On Business Trunk Highway No. 2 from the North Dakota - Minnesota State Line northeasterly and southeasterly to 5th Avenue Northeast,

a total distance of 0.93 miles consisting of 1.86 lane miles and a continuous center left turn lane from the North Dakota - Minnesota State Line to Second Avenue Northwest for a distance of 0.54 miles for a grand total of 2.40 lane miles under Control Sections 6001 and 6015.

Section B. Maintenance Responsibilities

Routine maintenance consists of the following duties, which must be performed in a timely and efficient manner so as not to untimely delay or hinder trunk highway traffic:

1. Maintain the trunk highway(s) so as to keep the same smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This maintenance will include all necessary preventative maintenance to preserve the roadbed in its present condition including, but not limited to, proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
2. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
3. Sand, salt, cinder, or chemically treat the traveled roadway as necessary to provide for safe public travel.
4. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.

5. Sand, salt, cinder, or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
6. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control in accordance with Minnesota Statutes Section 160.23.
7. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the trunk highway proper and within the trunk highway right-of-way limits and State roadside development facility (i.e. rest area) in accordance with all applicable laws, ordinances, and regulations.
8. Maintain roadway markings, traffic control devices, safety devices, and traffic signals in operating and usable form. Traffic signal maintenance is limited to bulb replacement and painting, and general maintenance of signal pole. The State will place, install and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on such trunk highway(s).
9. Furnish all labor, materials, tools, equipment and any other necessary items.

The routine maintenance performed by the City under this Agreement must be performed to the satisfaction of the State's District Maintenance Engineer at Crookston. All materials used by the City in the performance of this Agreement must comply with Specifications No. 1601

through and including No. 1609 as set forth in the State's current "Standard Specifications for Construction".

Section C. Traffic Control

The City may partially block the trunk highway for the period of time necessary to perform the routine maintenance under this Agreement. In cases of emergency, the City may block the trunk highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.

The City may close the trunk highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the State ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.

The City will not close any portion of the trunk highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the trunk highway, the City must provide a suitable detour during such time.

The City must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.

Section D. Maintenance of Route Change of Trunk Highway

If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway by the State, the City will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

Section E. City's Failure to Adequately Maintain

If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the State may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance, or, if the State performs such routine maintenance, by the actual cost of the maintenance performed by the State in accordance with this Agreement.

Section F. Extraordinary Maintenance

The City is not required to do any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Crookston approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes Section 16A.15, subdivision 3.

ARTICLE II - BASIS OF STATE COST

The State's payment to the City will be based on the number of lane miles times the dollar value to be paid per lane mile per State fiscal year for the routine maintenance performed by the City. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

ARTICLE III - PAYMENT BY THE STATE

It is estimated that the State's total cost for the routine maintenance performed by the City under this Agreement is \$14,609.22 based on 2.40 lane mile times \$2,998.61 per lane mile for State fiscal year 2010, plus 2.40 lane miles times \$3,088.57 per lane mile for State fiscal year 2011.

The State will make payments on a quarterly basis, promptly after September 30, December 31, March 31, and June 30 of each State fiscal year after the following conditions have been met:

- A. The State encumbers the necessary funds for the routine maintenance payment amount.
- B. The City submits an invoice for the applicable quarter, itemizing the labor, materials and equipment used by the City to perform the routine maintenance. The invoice must also indicate the amount, if any, deducted from the estimated quarterly payment pursuant to Article I, Section E. of this Agreement. Such invoice must be signed by the State's authorized representative, attesting that all routine maintenance covered by the invoice has been performed in full conformity with this Agreement.

ARTICLE IV - GENERAL PROVISIONS**Section A. Inspection of City Performed Maintenance**

Authorized representatives of the City and the State will jointly inspect the involved trunk highways on a regular basis during the life of this Agreement. The purpose of such inspections is to determine if the routine maintenance performed by the City is in accordance with the terms of this agreement.

Section B. Examination of Books, Records, Etc.

As provided by Minnesota Statute Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the State and the City relevant to this Agreement are subject to examination by the State and the City, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years from final payment.

Section C. Claims

All employees of the City and all other persons employed by the City in the performance of routine maintenance covered under this Agreement will not be considered employees of the State. All claims that arise under the Worker's Compensation Act of the State of Minnesota on behalf of the employees while so engaged and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged on routine maintenance covered under this Agreement will in no way be the obligation or responsibility of the State.

Section D. Nondiscrimination

The provisions of Minnesota Statute Section 181.59 and of any applicable law relating to civil rights and discrimination will be considered part of this Agreement as if fully set forth herein.

Section E. Term of Agreement

This Agreement will be effective on July 1, 2009, or on the date it is approved and executed by all appropriate City and State of Minnesota officials pursuant to Minnesota Statutes Section 16C.05, whichever occurs later. The Agreement will remain in effect until June 30, 2011, unless terminated earlier as provided herein.

Section F. Termination of Agreement

This Agreement may be terminated by either party with a 30 day prior written or fax notice to the other party. In the event of such termination, the City will be entitled to payment for routine maintenance it has performed according to the terms of this Agreement prior to such termination.

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered under this Agreement. Termination must be by written or fax notice to the City. The State is not obligated to pay for services performed after notice and effective date of termination. Upon such termination, the City is entitled to payment for services satisfactorily performed under this Agreement prior to the effective date of termination to the extent the funds are available.

Section G. Amendments to Agreement

This Agreement may be amended at any time by execution of an amendment to this Agreement. Any amendments to this Agreement must be in writing and must be executed by the same Authorities that executed the original agreement.

Section H. Agreement Approval

Before this Agreement shall become binding and effective, it shall be approved by a City Council resolution and receive approval of State and City officers as the law may provide in addition to the Commissioner of Transportation or his authorized representative.

ARTICLE V - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is James Curran, P.E., Maintenance Operations Manager, or his successor. His current address and phone number are Mn/DOT - District 2B, 1320 Sunflower Street, Crookston, Minnesota 56716, (218) 277-7962.

The City's Authorized Agent for the purpose of the administration of this Agreement is Scott Huizenga, City Administrator, or his successor. His current address and phone number are City Hall, P.O. Box 373, East Grand Forks, Minnesota 56721, (218)773-2483.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By _____

Date _____

MAPS Encumbrance No. _____

CITY OF EAST GRAND FORKS

By _____
Mayor

Date _____

By _____

Title _____

Date _____

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By _____
Area Maintenance Engineer

Approved:

By _____
District Engineer

Date _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By _____

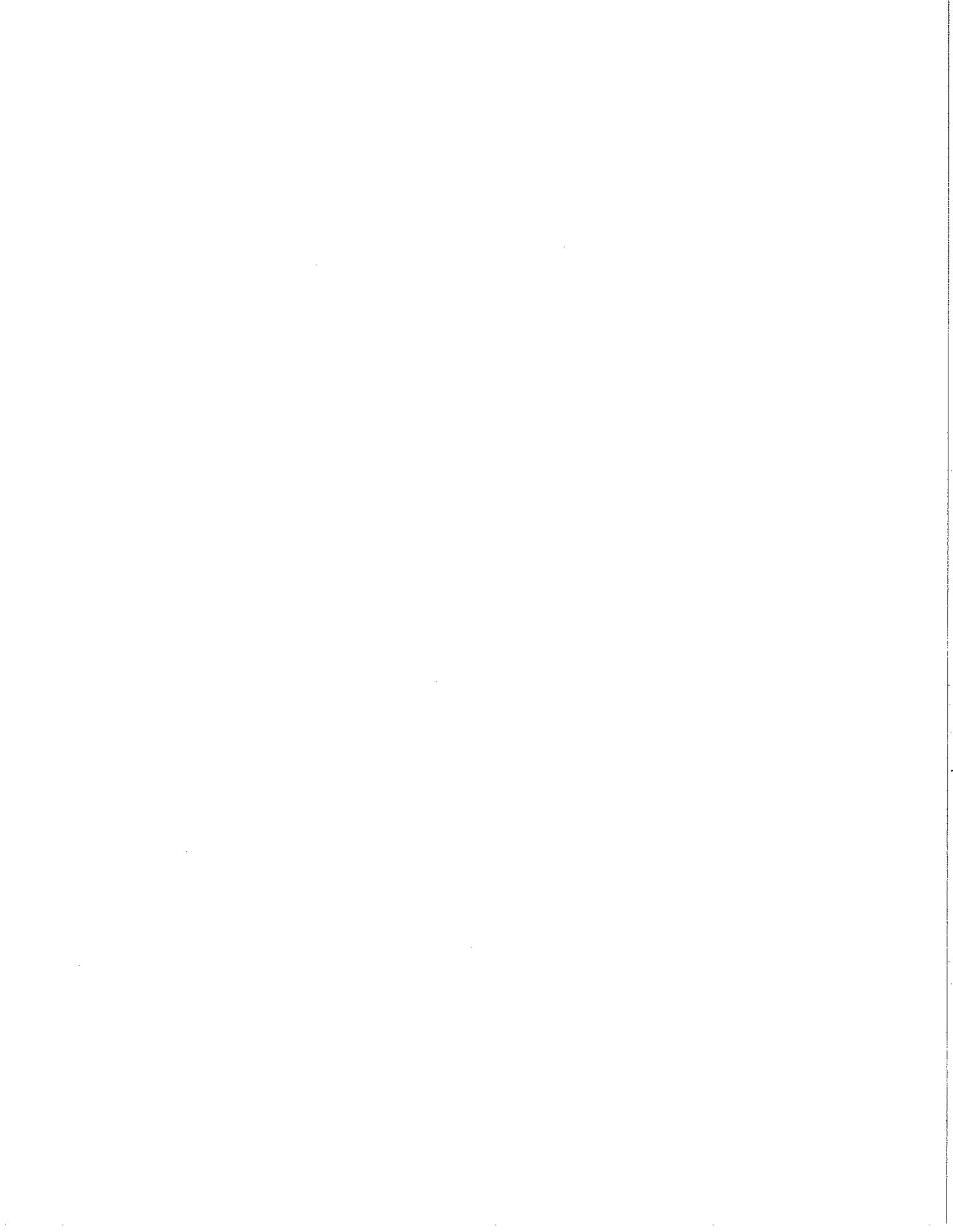
Date _____

OFFICE OF THE ATTORNEY GENERAL

Approved as to form and execution:

By _____

Date _____



Request for Council Action

Date: 6-3-09

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: Temporary Levee Easement Use

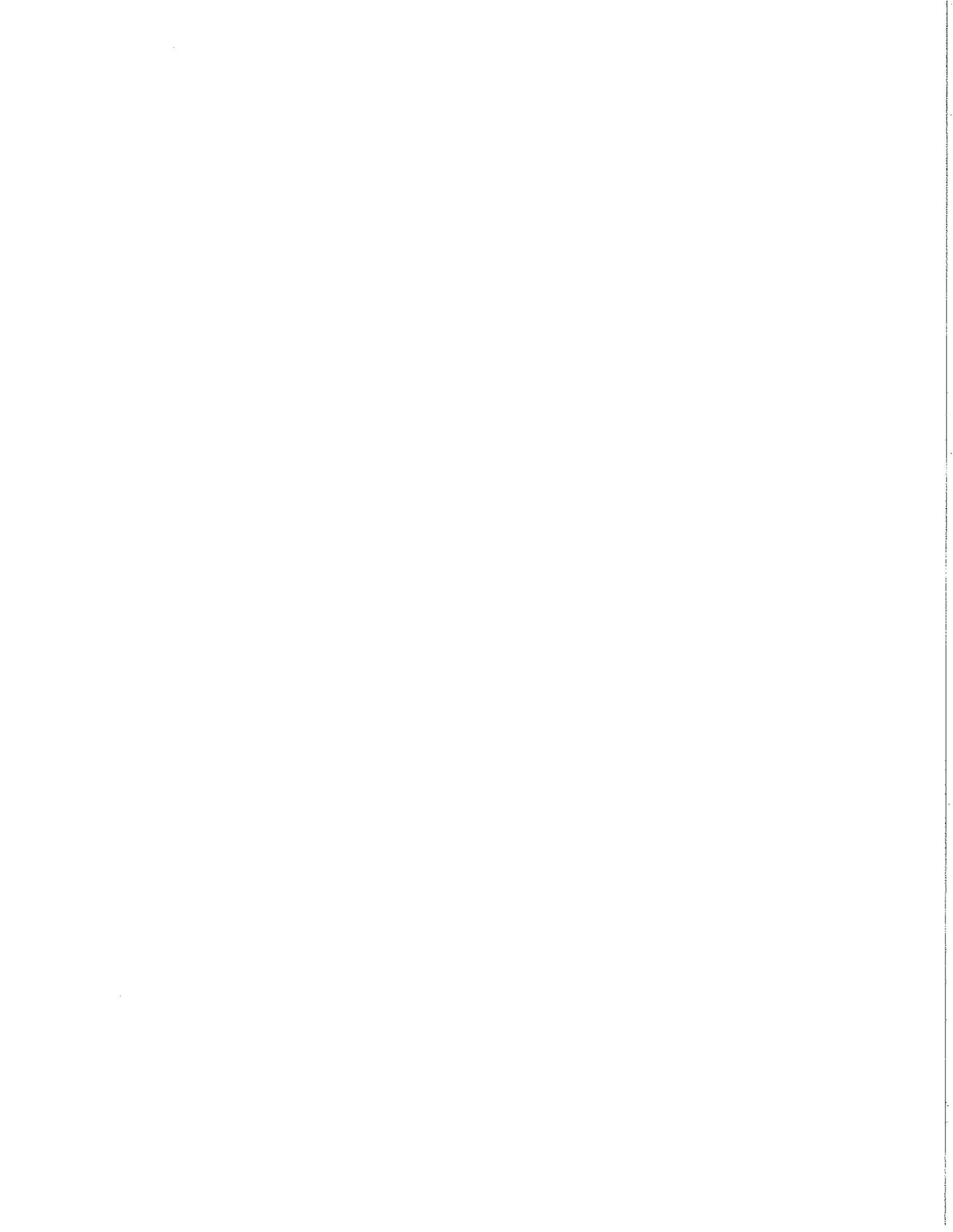
A resident in the south end of town wants to place a temporary tent on the levee easement.

From the O&M Manual

Flood Control Regulations 208.10(a)(4)

No encroachment or trespass which will adversely affect the efficient operation or maintenance of the project works shall be permitted upon the right-of-way for the protective facilities.

Recommendation – As long as the tent/structure is temporary and does not adversely affect the maintenance or the structural integrity of the levee use should be granted. A permit for such use should be developed.



Request for Council Action

Date: 6-3-09

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.

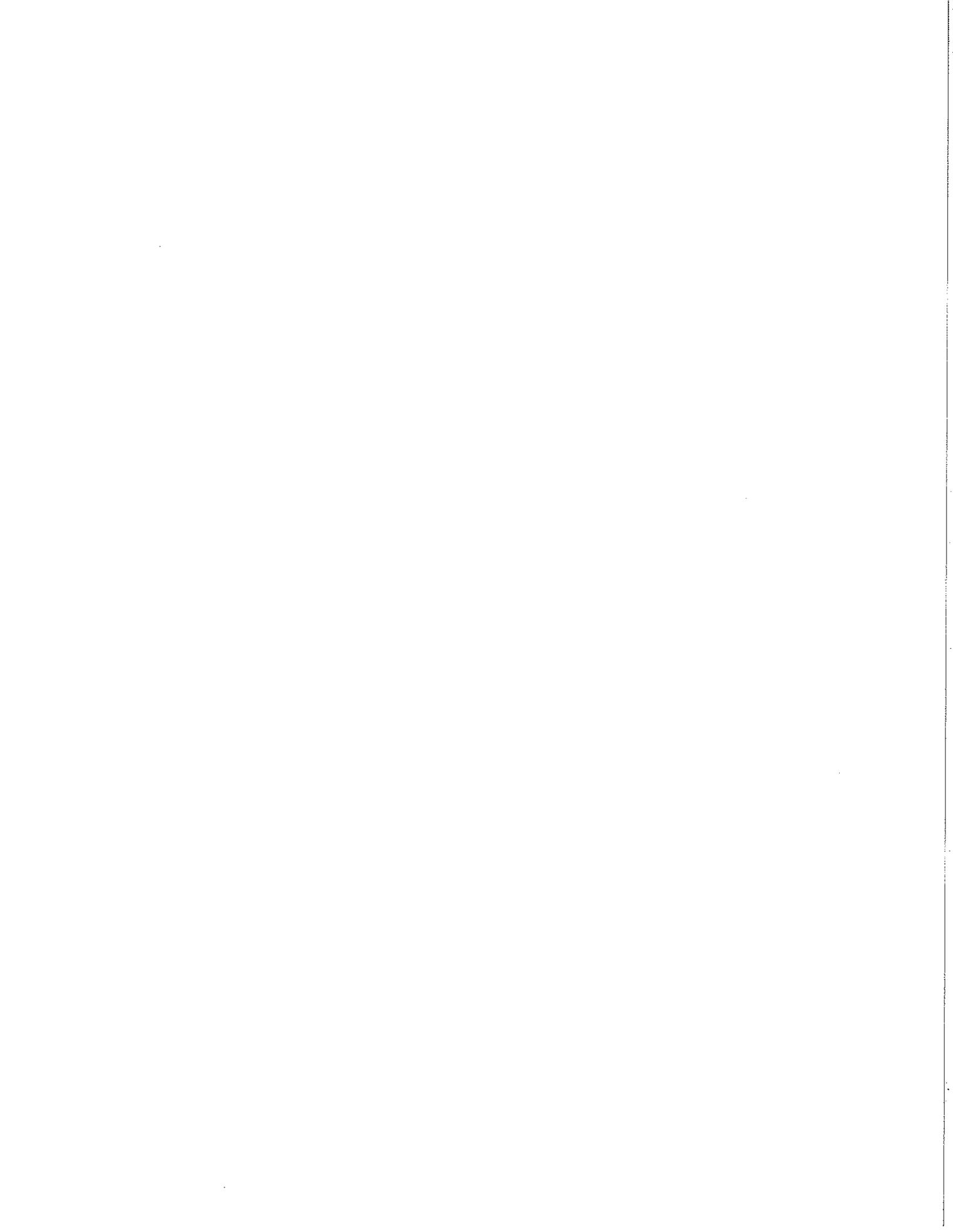
Cc: File

From: John Wachter

RE: Commercial Landscaping Rates

Change rate structure for commercial landscapers to either the current \$100 annually and \$10/load or an annual rate of \$500. This rate will be for East Grand Forks commercial landscapers.

Recommendation – Make changes to rates



Request for Council Action

Date: June 16, 2009

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Nancy Ellis, Senior Planner

RE: Approval of a Variance for Patrick and Kathleen Bushy, 1211 18th Avenue SE

PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval of a variance to go 4.5 feet from the side property line instead of the required 6 foot setback.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Patrick and Kathleen Bushy

REQUESTED ACTION: Applicant is requesting approval for a variance from:

- 1) Sect 10.07 Subd. 5 which requires a 6-foot side yard building setback. They would like to reduce this setback to 4.5 foot to continue building the third stall to their attached garage. Property line questions lead to a survey and it was determined that the permitted addition was 15 inches over the 6 foot setback.

SITE ZONING/LAND USE: The site is currently zoned R-1 Single Family Residential.

SURROUNDING ZONING/LAND USE:

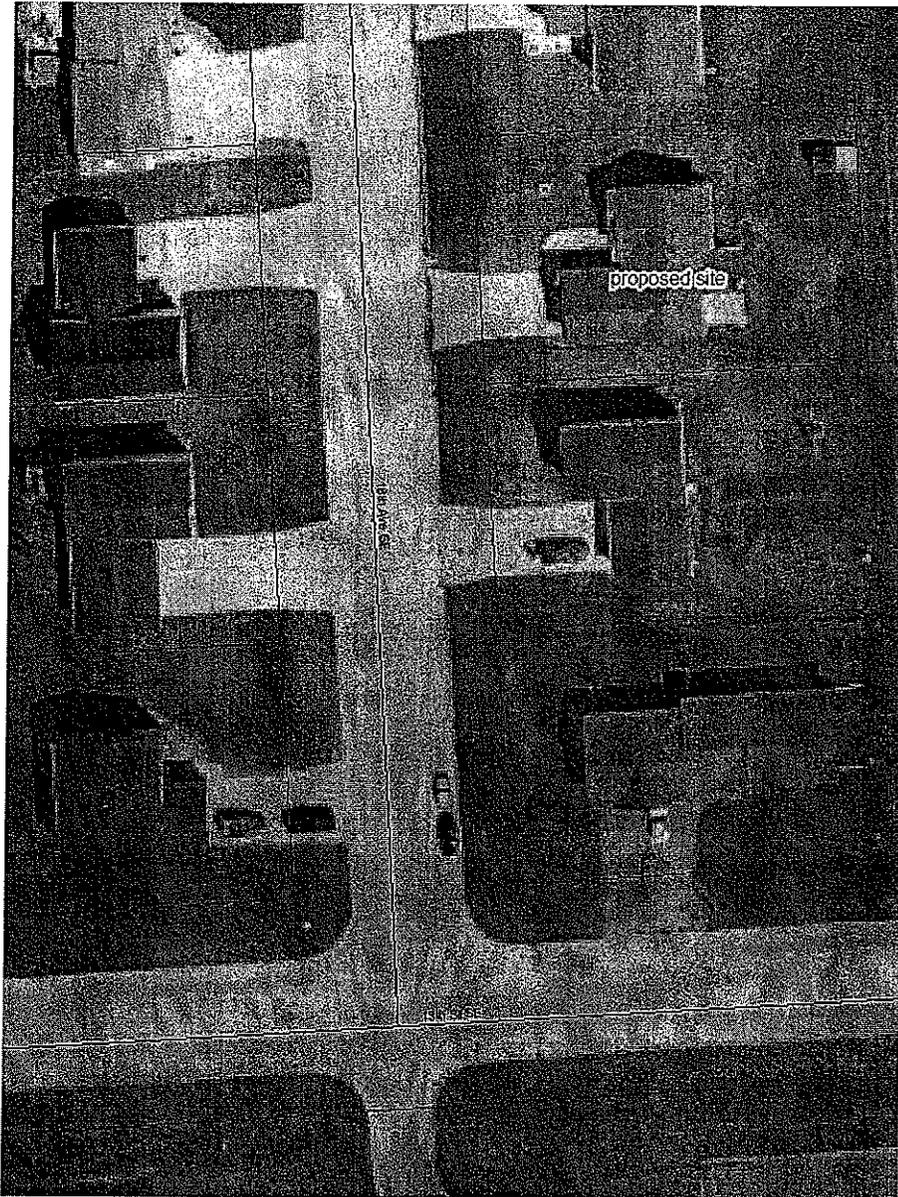
North: R-1 zoning, single-family homes

West: R-1 zoning, single-family homes

South: R-1 zoning, single-family homes and South Pointe Elementary School

East: R-1 zoning, single-family homes

LOCATION: See attached map



VARIANCE PROCEDURES

The code allows for variances in instances where the strict enforcement of the code would cause **undue hardship** because of circumstances unique to the individual property under consideration only when it is demonstrated that such action will be in keeping with the spirit and intent of this chapter. The Planning Commission should make its recommendation based on the following criteria and evaluations.

1. Granting the variance is not in conflict with the Comprehensive Plan.

2. Exceptional or extraordinary circumstances apply to the property which do not apply to other properties in the same area and which result from lot size or shape, topography or other circumstances over which the owners have no control.
3. Following the literal interpretation of Ch.10 regulations would deprive the owner rights commonly enjoyed by other properties in the same area
4. The special conditions or circumstances were not created by the applicant.
5. Granting the variance would confer a special privilege that is denied to owners of other property in the area.
6. The variance request is the minimum variance, which would alleviate the hardship.
7. Economic considerations alone shall not constitute a hardship, if a reasonable use of the property otherwise exists under the provisions of this Chapter.

ANALYSIS

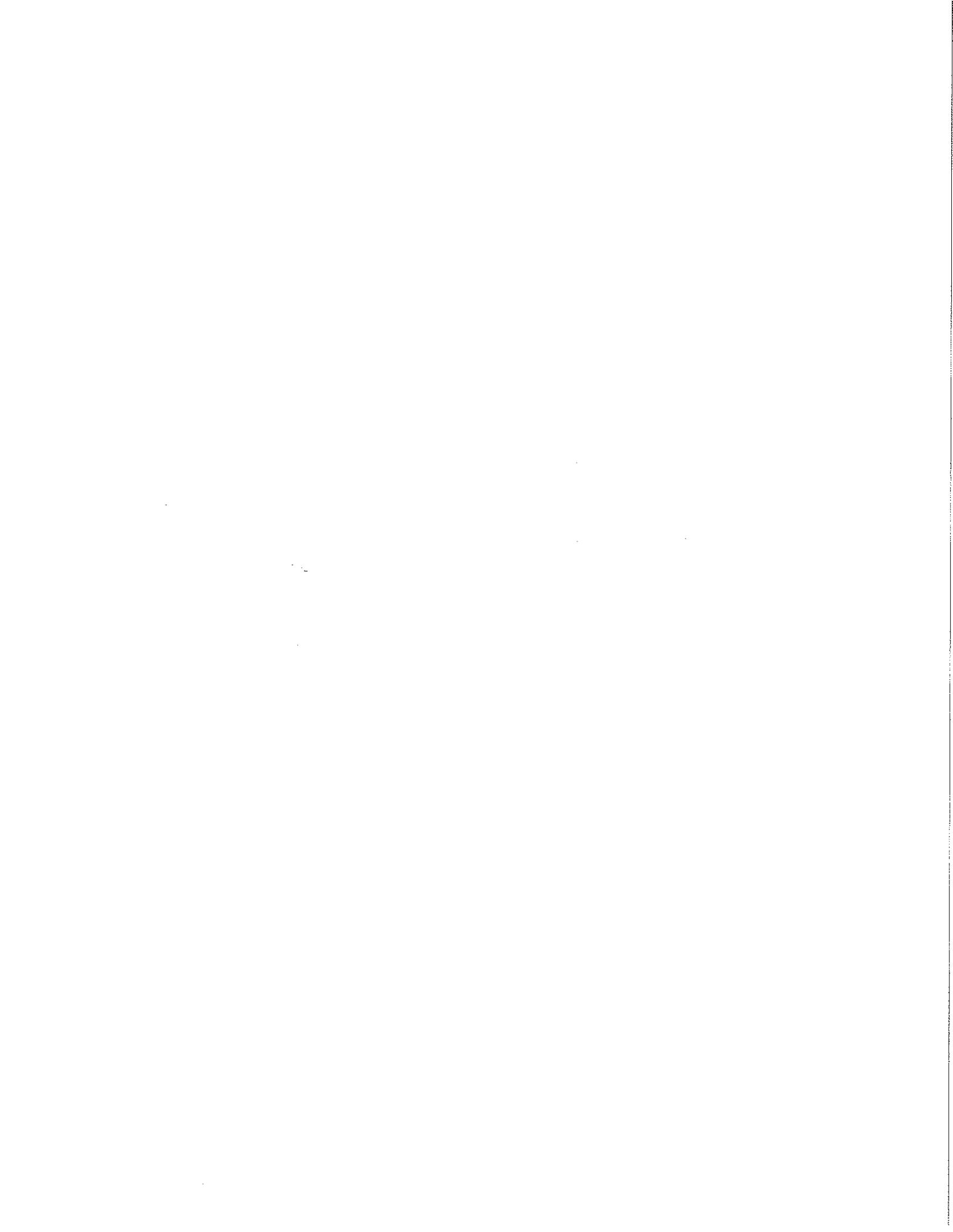
Mr. and Mrs. Bushy are requesting a variance to allow for a reduction in the side yard setback. They have already received a permit to build this addition and were reasonably confident that the third stall addition met the six foot setback. They based the size of the addition on the submitted site plan for the existing house/attached garage and the remaining area they had to build (and meet the setback).

However, concerns with the location of the property line led the south neighbor to obtain a lot survey. From this survey, it was determined that the new addition would only be 4.5 feet from the lot line instead of six feet. At the time of the survey; a permit was already issued, the footings/slab was poured and the materials where ordered. In addition, detached garages/sheds are allowed to be 3 feet from the side property line.

Property line surveys are not required for the issuance of a building permit in East Grand Forks, Grand Forks, Fargo and other surrounding communities. This problem could happen from time to time. Requiring as-built site plans could help with this issue in the future

STAFF RECOMMENDATION

If hardship is determined, staff recommends issuing this variance.



Request for Council Action

Date: May 22, 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: 2009 City Project No.1 – Curb, Gutter and Paving

Background:

The City of East Grand Forks is preparing to bid the project on 23rd street nw, however we need encroachment agreements from existing utility companies to work within their easements. Therefore, please find attached the encroachment agreements for Viking Gas and Minnkota.

Recommendation:

Approve for signatures

Enclosures:

Viking Gas encroachment agreement
Minnkota encroachment agreement

This instrument drafted by and
to be returned to:
ONEOK Real Estate Services
Viking Gas Transmission Company
3140 Neil Armstrong Blvd. Ste 208
Eagan, MN 55121

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") made and entered into this _____ day of _____, 2009, by and between **VIKING GAS TRANSMISSION COMPANY**, (hereinafter referred to as "Company"), with principal offices at 3140 Neil Armstrong Blvd, Suite 208, Eagan, MN 55121, and **CITY OF EAST GRAND FORKS, MINNESOTA**, (hereinafter referred to as "Owners" whether one or more),

WITNESSETH THAT:

WHEREAS, Company is the holder of an easement granted by Final Decree of Condemnation in re Midwestern Gas Transmission Company (MGT), vs. Oscar H. Bakke, et ux, Case No. 22066, filed of record on May 17th 1961 in Book of Deeds 339 on page 57 in the Office of Register of Deeds for Polk County, Minnesota; covering the following described premises in Polk County, Minnesota:

The Southeast (SE ¼) of Section 26, Township 152 North, Range 50 West

(herein referred to as the "Easement"); which Easement was subsequently assigned by MGT to Company by assignment dated September 24, 1992, filed for record on December 21, 1992 in Book 206 of Miscellaneous at Page 267 as Document 528827 in the Office of Register of Deeds for Polk County, Minnesota

WHEREAS, pursuant to the authority contained in said Easement, Company has constructed and currently operates and maintains a 6" and 8" inch pipeline, (hereinafter referred to as the "Pipeline Facilities"), across and through the Easement Area; and

WHEREAS, Owners are the present owners of the following described real property, with Pipeline Facilities situated upon a part of the following described land in East Grand Forks, Minnesota (hereinafter referred to as the "Owned Premises"):

The West Half (W ½) of Southeast (SE ¼) of Section 26, Township 152 North, Range 50 West of the Fifth Principal Meridian

(hereinafter referred to as the "Owned Premises"), with Pipeline Facilities situated thereon: and

WHEREAS, East Grand Forks plans to construct a 36" and 30" storm sewer pipe along with installation of an 8'x 4' box culvert, and drainage ditch. (collectively referred to as the

"Encroachment") upon and within a portion of the confines of Company's fifty foot (50') right of way as described in the Easement (herein referred to as "Easement Area")

WHEREAS, East Grand Forks has been advised by Company that Company is a natural gas transmission company; that Company operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, East Grand Forks has requested permission from Company to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, Company is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Company hereby grants permission to Owners to maintain, operate and use upon the Owned Premises and in close proximity to the Pipeline Facilities, the Encroachment, subject to the following conditions:

A. That East Grand Forks assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owners or its respective agents, contractors, invitees, or licensees present on or in the vicinity of the Easement Area and in any way associated with the Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area of the Pipeline Facilities. East Grand Forks shall not alter the grade or permit such alteration anywhere on the land upon which Company has reserved its easement rights, without the prior express written consent of Company.

C. That East Grand Forks shall at all times conduct all its activities on the Easement Area in such a manner as not to interfere with or impede the operation of Company's Pipeline Facilities and activities in any manner whatsoever.

D. That East Grand Forks shall not plant any trees or shrubs, impound water or construct or permit to be constructed any building or structure (except the Encroachment) within the confines of the Easement Area without the prior express written consent of Company.

E. East Grand Forks shall comply with, and shall cause all contractors or subcontractors working on the Encroachment to comply with, the following terms and conditions:

- (i) the water main and sewer pipe will be constructed with a minimum of two (2) feet of vertical clearance between the top of the Viking Gas Transmission pipeline and the lower of the sewer pipe or the water main as the sewer pipe and the water main cross over the Viking Gas Transmission Company pipeline

- (ii) a Company representative must be present during any work on the Encroachment within the Easement Area,
- (iii) that part of the Encroachment that crosses over the Easement Area shall be constructed of either plastic ,PVC materials, and concrete
- (iv) any manholes shall be placed at least five (5) feet outside of the Easement Area, and
- (v) any work on the Encroachment with the Easement Area must have the prior written approval of Company for such work.

2. East Grand Forks agrees to indemnify, defend, protect, and hold harmless Company, its Operator (ONEOK Partners, L.P. partners, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (collectively the "Company Indemnified Parties") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of East Grand Forks, its employees, contractors or agents, in connection with, or incidental to the construction, operation, maintenance, or use of the Encroachment with and upon the Easement Area, or from the operation, maintenance, use or presence of Company's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the negligence or its employees.

3. East Grand Forks agrees that protection of Company's Pipeline Facilities will be maintained at all times.

4. Should Company need to remove any of Owners' Encroachment within its Easement Area in order to construct, maintain, operate, repair, remove, or resize Company's existing or additional Pipeline Facilities, East Grand Forks or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by Company on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Company shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owners' Encroachment or any associated equipment and facilities that exist within the Easement Area, and in this regard, Owners hereby release Company, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Company of its rights to enjoy its Easement unencumbered by the construction of the Encroachment within Company's Easement Area.

6. It is expressly agreed to by and between the parties hereto that if East Grand Forks are in violation of any terms or conditions set forth in this Agreement, Company, at its option, may give notice to East Grand Forks specifying such default. East Grand Forks shall have thirty (30) days after its receipt of the notice to cure the default, and in the event the violation is not cured, Owner shall immediately remove any and all of the Encroachment which may be situated on the

Easement Area, or if East Grand Forks fails to remove any and all of the Encroachment, Company may, at its option remove the Encroachment at the expense of the Owner and without any liability whatsoever. It is further agreed that the failure by Company to exercise such option as to any violation shall not constitute a waiver of Company's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. East Grand Forks agrees to indemnify, defend and hold the Company Indemnified Parties harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement Area.

This Agreement and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

VIKING GAS TRANSMISSION
COMPANY

"EAST GRAND FORKS"
CITY OF EAST GRAND FORKS
MINNESOTA

By: _____
Michel E. Nelson

Title: Sr. V.P.-Natural Gas Pipeline Operations

By: _____

Print Name: _____

Title: MAYOR

By: _____

Print Name: _____

Title: City Clerk / Administrator

ACKNOWLEDGMENT

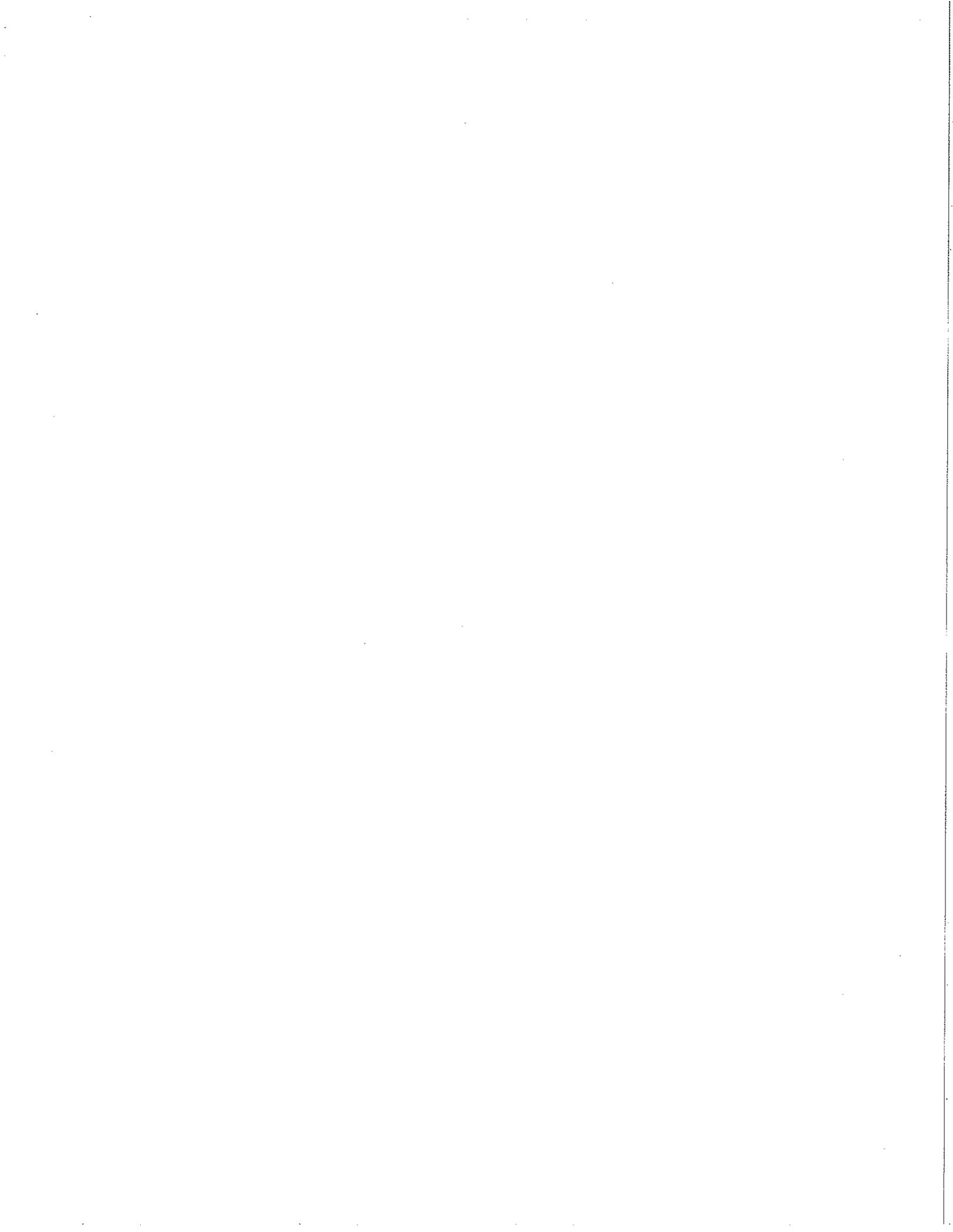
STATE OF)
)SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, personally known to
be the _____ of _____
and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed and
delivered the said instrument, as his own free and voluntary act and as the free and voluntary act
of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2009.

Notary Public

My commission expires: _____



5/12/09

Mr. Greg Boppre, P.E.
Floan Sanders
East Grand Forks, MN
56721

Re: SAP 119 -121-001

Enclosed: Encroachment Agreement
Service Agreement (for pole move, guy reset, and structure hold)

Mr. Boppre,
In response to your request for an encroachment agreement please find the appropriate document for signatures enclosed.

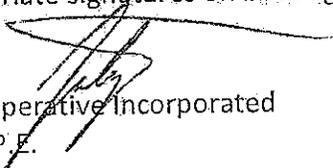
In the course of reviewing the construction plans that you had sent along with the request we have found several items that will need attention in conjunction with the proposed project. We have discussed the following items by phone and I have included the first three in the service agreement based on our discussion.

- 1) Pole #23 sits close to the east curb of the proposed 12th Avenue NW intersection with 23rd ST NW. The pole will be moved to the east to allow room for construction of the future urban road section.
- 2) Pole #32 is guyed and the guy will need to be protected during construction with a steel rod temporarily and reset upon project completion.
- 3) Pole #34 will need to be supported during construction while there is an open excavation next to the pole.
- 4) Option: a self supporting structure was proposed in place of the pole #32 if the guy needs to be removed for future improvements. If future construction will eliminate the guy you may want to change to a self supporting structure now.
- 5) Option: the driveway that is constructed around the pole in the last picture could be relocated if the pole were moved to the east.

Items 4 and 5 are not included in the estimate based on our phone discussion. Four photographs are included with this letter for clarification of the proposed service agreement.

Please obtain appropriate signatures on both agreements and return.

Sincerely,


Minnkota Power Cooperative Incorporated
John M. Thompson, P.E.

Minnkota Power Cooperative, Inc.
SERVICE AGREEMENT

This Agreement, made by and between the City of East Grand Forks, Minnesota, whose post office address is 600 Central Avenue, East Grand Forks, Minnesota 56721, hereinafter called the "Requesting Party," as First Party, and Minnkota Power Cooperative, Inc., whose post office address is Box 13200, Grand Forks, North Dakota 58208-3200, hereinafter called "Minnkota," as Second Party, witnesseth:

THAT WHEREAS, Minnkota owns certain facilities and structures, used in connection with its generation and transmission network;

AND WHEREAS, Requesting Party has requested of Minnkota that the following changes be made in connection with such facilities, to-wit:

Reference: East Grand Forks Project #SAP 119-121-001

Move existing pole #23 Line #500B, re-guy pole #32 of Line #500B, hold pole #34 of Line #500B, Grand Forks Substation to Grand Marais Switch along County Road 19 in Polk County in the North end of East Grand Forks, MN.

AND WHEREAS, Minnkota has heretofore furnished to Requesting Party an estimate of the costs of said work to be done, in the amount of \$10,150, it being understood that the estimate is not firm in its price, but is to be used only for reference purposes, and that Requesting Party will be obligated to pay to Minnkota the actual costs involved in performing such work;

NOW, THEREFORE, the Parties hereto do agree as follows, to-wit:

1. Minnkota personnel will do the work above set forth on behalf of the Requesting Party, pursuant to agreement by and between the Parties.
2. Requesting Party agrees to pay to Minnkota the actual costs of the work so performed and also the costs of obtaining the necessary right-of-way or easements, payments for such costs to be made to Minnkota after completion of the job and within 30 days after receipt of an invoice for the costs and expenses incurred.
3. Requesting Party acknowledges receipt of an estimate of the costs of work to be done, but understands that this is only an estimate, and that the actual costs involved in doing such work will be paid to Minnkota.

4. In the event that the Requesting Party should decide not to proceed with the requested changes which require the relocation or readjustment of Minnkota's facilities, then the Requesting Party may serve formal notice of cancellation upon Minnkota and this Agreement shall thereupon become null and void. However, the Requesting Party shall then reimburse Minnkota for any expense which it has incurred under the terms of this Agreement up to the time of the notice of cancellation.
5. Requesting Party shall have the right to audit the records of Minnkota to determine that the costs and charges made in doing the work are actual expenses of Minnkota.
6. In the performance of this agreement each party shall be liable for their own negligence.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

Requesting Party

Witness

Title

Date

Minnkota Power Cooperative, Inc.

Witness

Title

Date

Cost Estimate for Relocation of Utility Facilities

Grand Forks Substation to Grand Marais Switch 69 kV Line 500 B

Description of Work:

At the request of Greg Boppre, Engineer from Floan Saunders representing the City of East Grand Forks, Minnkota Power has proffered an agreement with this estimate to move the existing pole #23, guy wire on pole #32, and hold pole #34 during construction near the present locations for a storm water, grading and paving project #SAP 119-121-001. The line is located in the north end of East Grand Forks, MN. The City is in the process of reconstructing County Road #19 23rd St NW and will be filling the ditch and installing storm sewer.

Estimated Cost

Engineer	\$460
Right of Way Agent	\$460
Per Diem and Mileage for Above	\$115
Engineering Survey and Staking	\$230
New Right of Way	\$0
Tree Clearing	\$0
Labor Construction Cost	\$5,134
Expenses of Construction Employees	\$0
New Material Cost	\$1,967
Material Handling	\$255
Equipment and Transportation Costs	\$1,530

GRAND TOTAL **\$10,150**

By: *Minnkota Power Cooperative, Inc.*
P.O. Box 13200
Grand Forks, ND 58208-3200
Attn: J Thompson

EASEMENT
ENCROACHMENT LIABILITY RELEASE

THE UNDERSIGNED, City of East Grand Forks, whose post office address is 600 Demers Avenue, hereinafter called "owner", owns the following described real property, to-wit: Right of Way along 23rd St. NW from River Road to Hwy. 220 North

which property is situated in Polk County, State of Minnesota

Owner acknowledges that Minnkota Power Cooperative, Inc. hereinafter called "Minnkota", holds a valid transmission line easement, upon which a 69 kV line has been placed, and that Minnkota, through the terms of such easement, also controls the placement of buildings and other structures within 40 feet of the centerline of such transmission line.

Owner has requested the right to place fill and paving within the easement strip, and has presented plans or specifications to Minnkota for its review in determining the feasibility of such placement.

NOW BE IT RESOLVED, that Minnkota does grant to Owner, in consideration of the sum of One Dollar and other valuable consideration, the right to place paving no closer than 20 feet to the centerline of such transmission line, at which point the ditch shall not be higher than present ground level at the base of the existing poles, all of which shall provide an adequate clearance from the transmission line wires, according to the provisions of the National Electric Safety Code. The building plans as presented are hereby approved by Minnkota, subject to the above footage clearances. No work shall at any future time be done to alter such buildings which would compromise these clearances without the express written approval of Minnkota.

In the signing and acceptance of the terms contained in this document, Owner does agree to absolve and hold Minnkota harmless for any damage or injury to persons or property resulting from the placement of the buildings within the easement area as above set forth. This agreement shall run with the land, and shall be binding upon successor assignees and owners.

IN WITNESS WHEREOF, the undersigned ha set hand and seals this _____ day of _____, 20_____.

STATE OF _____)
COUNTY OF _____)

MINNKOTA POWER COOPERATIVE, INC.

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____

BY: _____

_____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

Notary Public

(SEAL)

My Commission Expires _____ County, _____

ACKNOWLEDGMENT

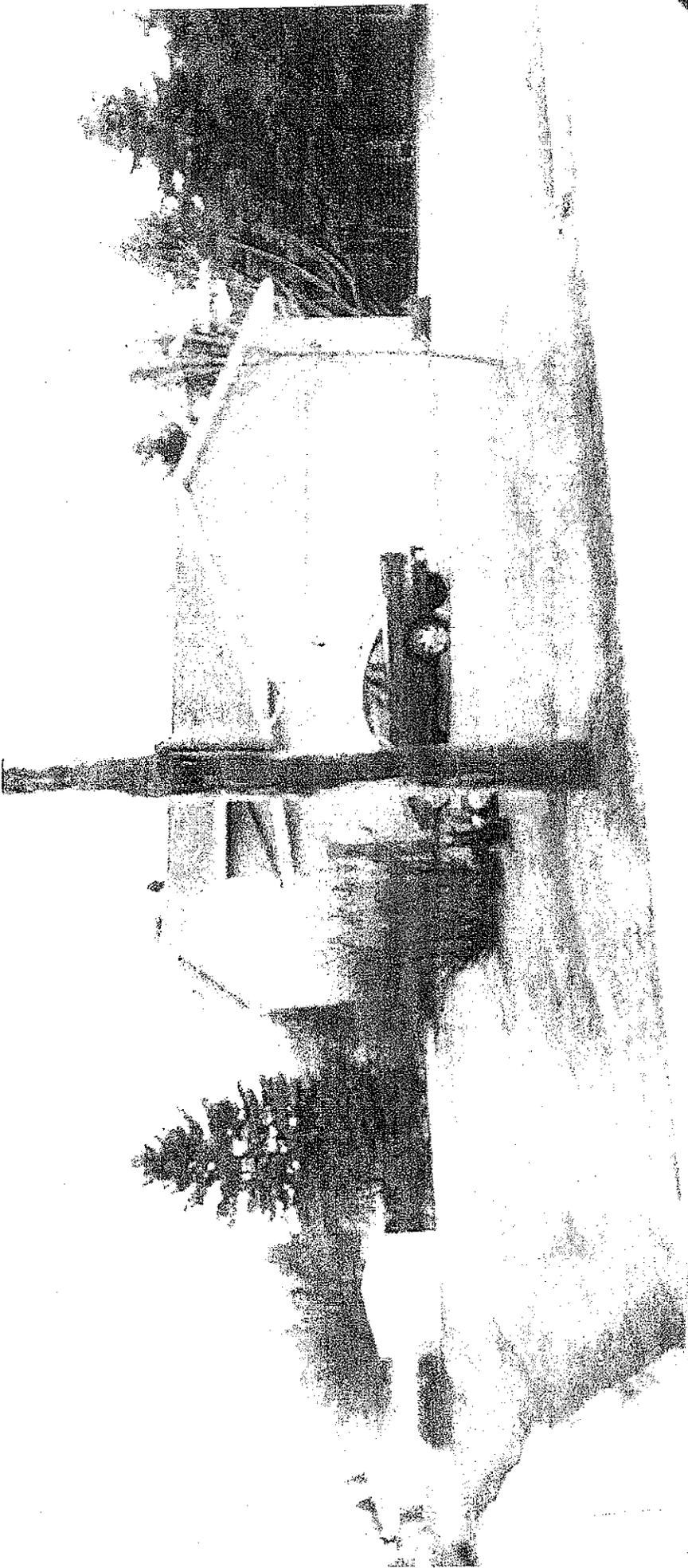
STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

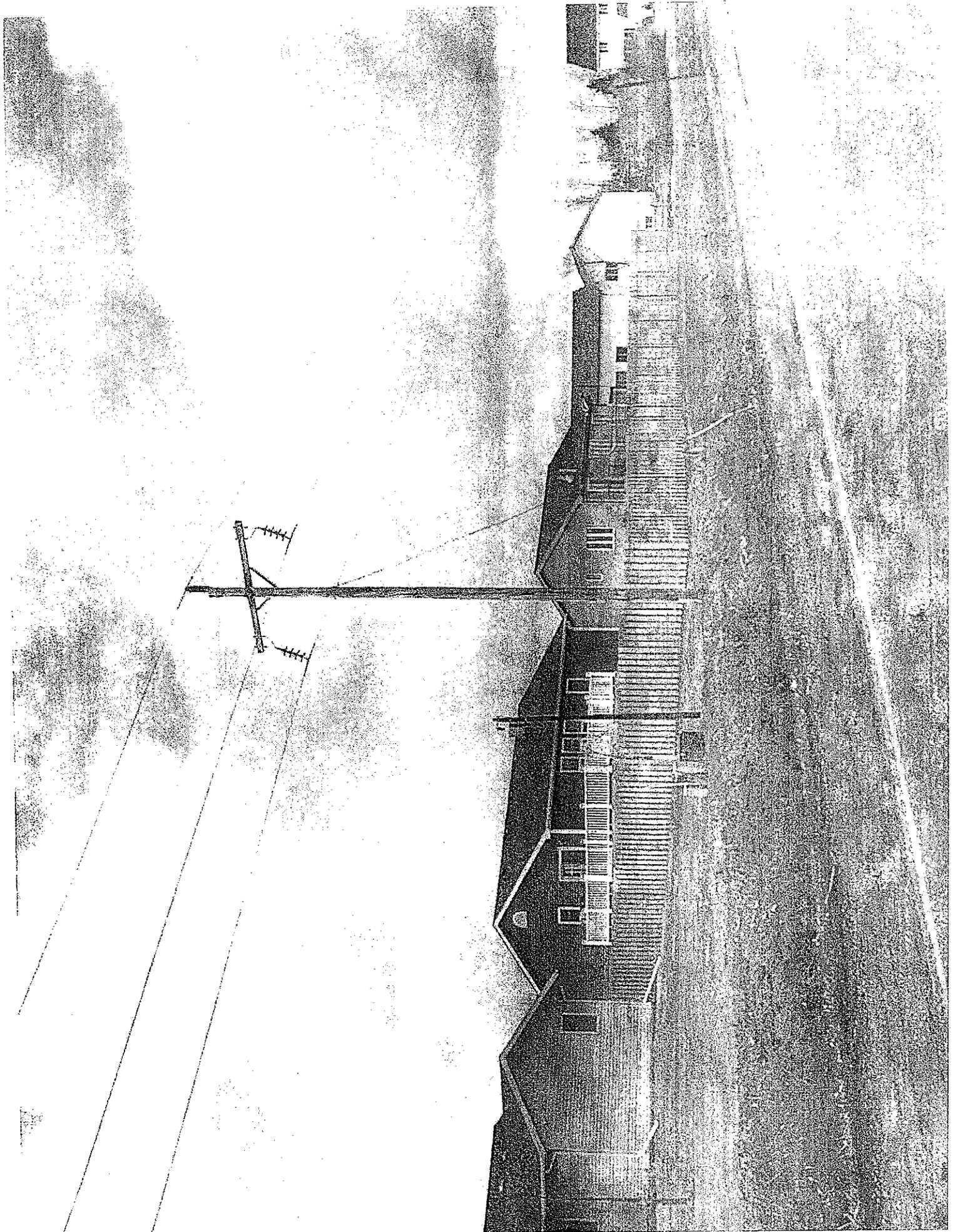
Notary Public

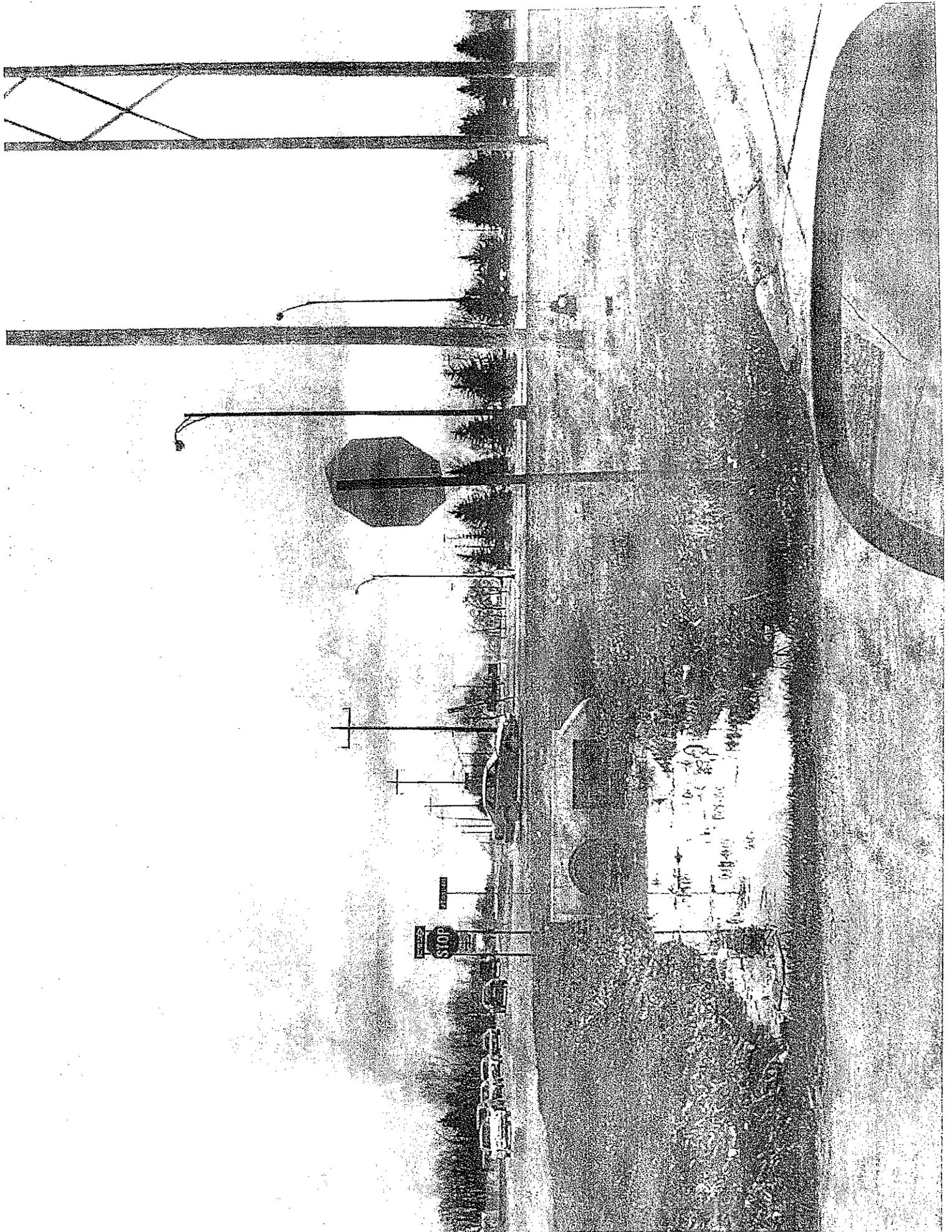
(SEAL)

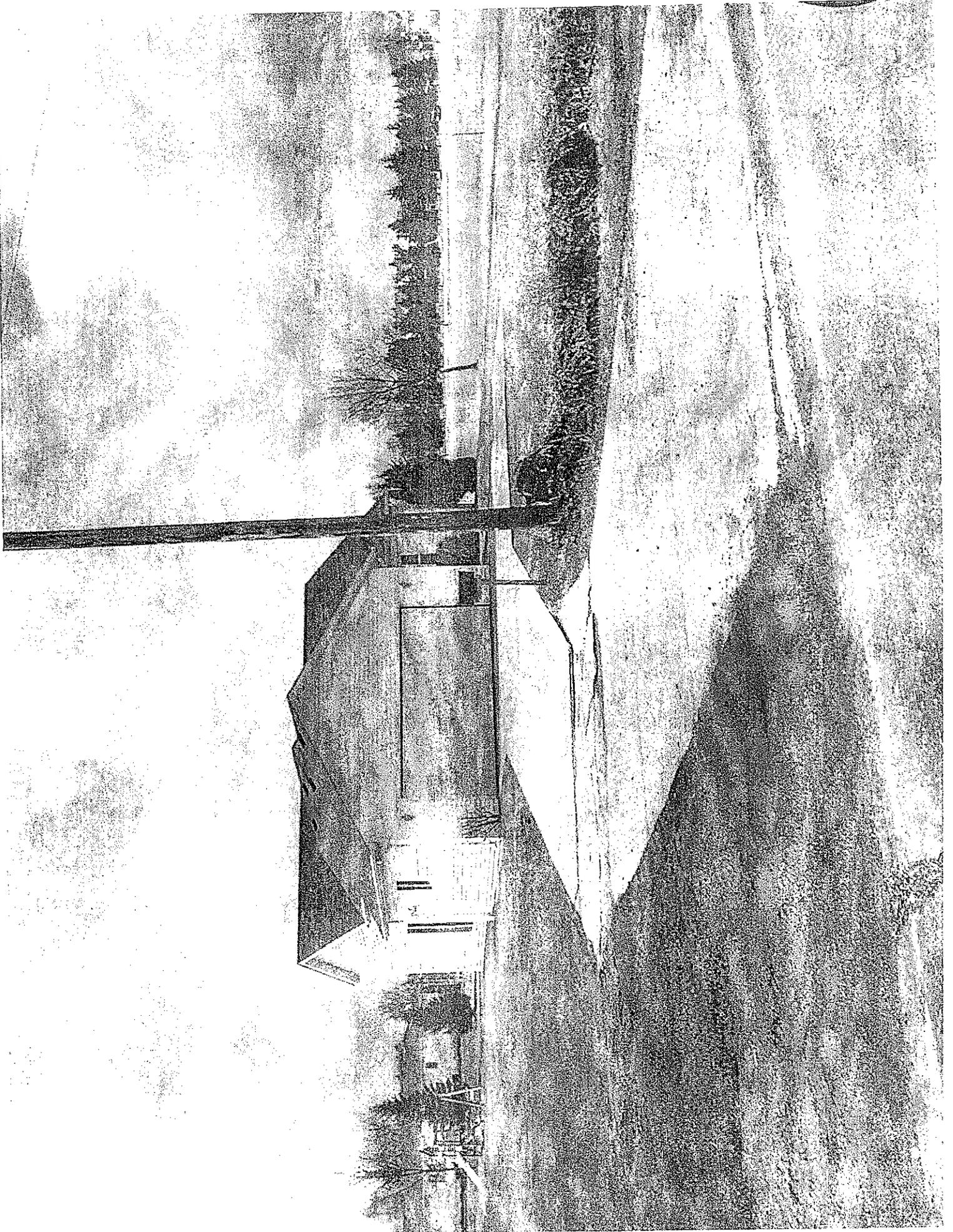
My Commission Expires _____ County, _____
This document was prepared by Minnkota Power Cooperative, Inc., Box 13200, Grand Forks, North Dakota 58208-3200.

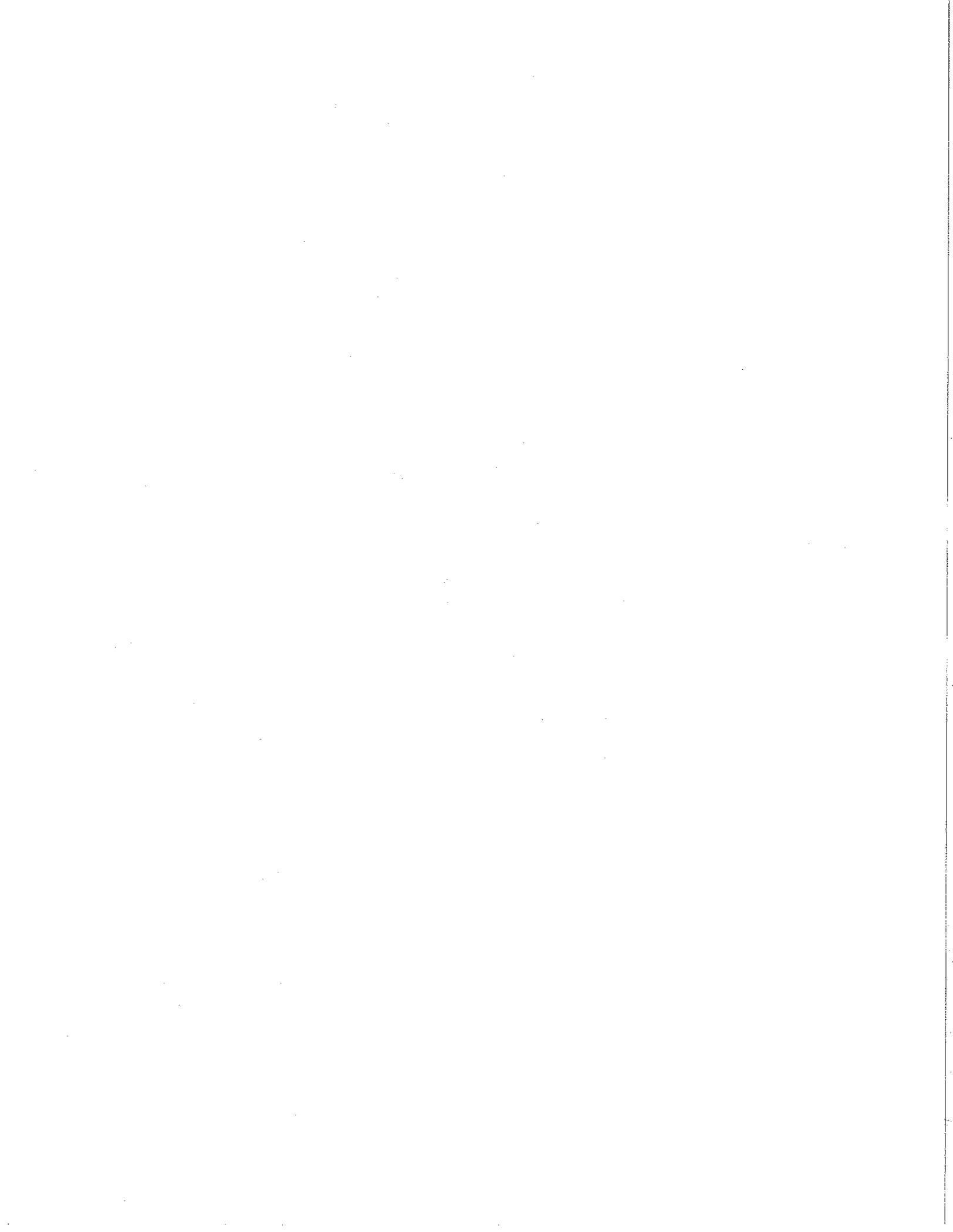


12-11-1961
10:11
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Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 21, 2009 at 5:00 P.M.

Present: Ogden, Brickson, Quirk, Tweten

Absent: None

It was moved by Commissioner Brickson second by Commissioner Tweten to approve the minutes of May 7, 2009.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$ 805,227.98.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to approve the adoption of new rebate programs effective June 1 for CFL's, central air conditioner tune-ups; and motor efficiency for commercial businesses.

Voting Aye: Ogden, Brickson, Quirk, Tweten

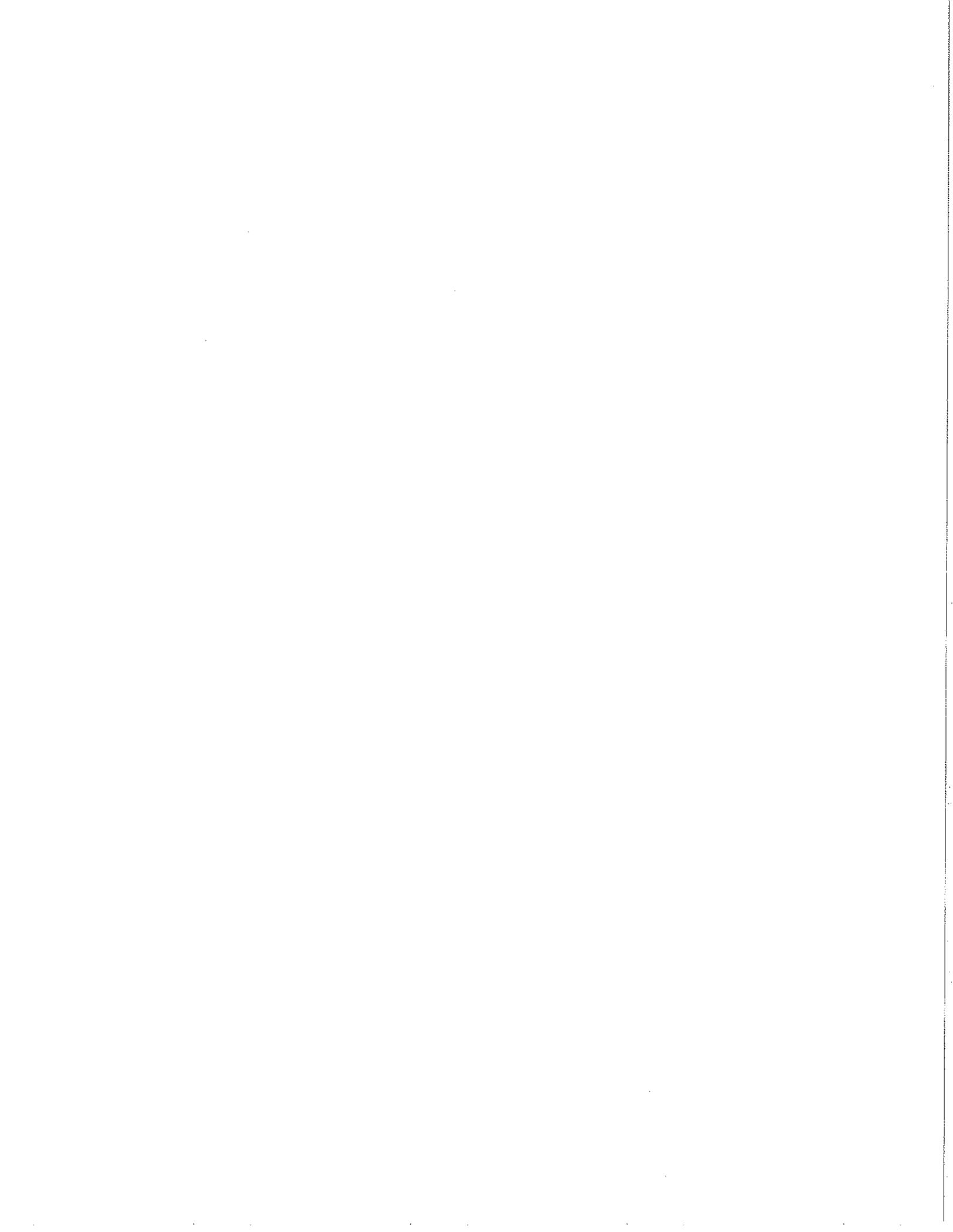
Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to adjourn to June 4, 2009.

Voting Aye: Ogden, Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y



RESOLUTION NO. 09 - 06 - 42

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

WHEREAS, the City and Valley Golf Association entered into a Cooperative Agreement dated April 17, 2003 in anticipation of a major redesign and reconstruction of the Valley Golf Course; and.

WHEREAS, the agreement requires the City to lease to the Valley Golf Association the city owned property under the new 18 hole golf course for the balance of the terms of the lease on record dated May 11, 1971 and recorded by the Polk County Recorder on May 17, 1972 in Book 139 of Misc. Records on page 597 as Document No. 390922 (such lease being hereinafter referred to lease "**Lease A**") and the lease dated May 20, 1982 and recorded by the Polk County Recorder on December 4, 2002 as Document No. 598306 (hereinafter said lease will be referred to as "**Lease B**").

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor and the City Administrator/Clerk-Treasurer are hereby authorized and directed to sign that certain lease agreement which is hereby attached for reference and if necessary, they are authorized and directed to sign any documents upon the City attorney's review and approval, to assign the new lease agreement to American Federal Bank as Lease A and B were apart of a financing for Valley Golf Association in place at American Federal Bank.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: June 16, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of June, 2009.

Mayor

Request for Council Action

Date: June 9, 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: Valley Golf Association Lease agreement

Please place the following resolution with the attached Lease agreement on the next available Council meeting to be passed to finalize the lease agreement required by contract.

Please have council consider approving the lease agreements according to the Cooperative agreement dated April 17, 2003 entered into by the City and Valley Golf Association

Thanks.

Ron

LEASE

This Indenture made and entered into this _____ day of _____, 2009, between the City of East Grand Forks, a municipal corporation under the laws of the State of Minnesota, party of the first part, hereinafter designed as the Lessor, and the Valley Golf Association, a non-profit corporation under the laws of the State of Minnesota, of the City of East Grand Forks, County of Polk and State of Minnesota, party of the second part, hereinafter designated as the Lessee witnesseth:

RECITALS

WHEREAS, the Lessor and the Lessee entered into a Cooperative Agreement dated April 17, 2003 in anticipation of a major redesign and reconstruction of the Valley Golf Course; and

WHEREAS, the agreement requires the Lessor to lease to the Lessee the city owned property under the new 18 hole golf course for the balance of the terms of the lease on record dated May 11, 1971 and recorded by the Polk County Recorder on May 17, 1972 in Book 139 of Misc. Records on page 597 as Document No. 390922 (such lease being hereinafter referred to lease "**Lease A**") and the lease dated May 20, 1982 and recorded by the Polk County Recorder on December 4, 2002 as Document No. 598306 (hereinafter said lease will be referred to as "**Lease B**"); and

WHEREAS, this lease agreement once it is executed by the Lessor and Lessee and is recorded with the Polk County Recorder's Office will terminate and release the two aforementioned lease agreements, Lease A and Lease B;

NOW, THEREFORE the parties agree as follows:

The Lessor, in consideration of the rents hereinafter reserved and of the covenants and agreements herein expressed on the part of the Lessee to be kept, performed and fulfilled, has demised and leased and by these presents does demise and lease unto the Lessee all the following described premises situated and being in the City of East Grand Forks, County of Polk and State of Minnesota, to-wit:

Tract 1

LAND DESCRIPTION - LEASE B WET SIDE

That part of Government Lot 1 of Section 34, Township 152 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Commencing at the northeast corner of said Government Lot 1; thence westerly along the north line of said Government Lot 1 having a grid bearing of South 87 degrees 32 minutes 35 seconds West a distance of 122.96 feet to the point of beginning; thence South 02 degrees 59 minutes 08 seconds East along the west line of Permanent Levee Easement Number 2 a distance of 40.50 feet; thence South 87 degrees 21 minutes 04 seconds West a distance of 86.08 feet; thence South 87 degrees 10 minutes 44 seconds West a distance of 29.73 feet; thence South 02 degrees 49 minutes 15 seconds East a distance of 65.33 feet; thence South 58 degrees 17 minutes 33 seconds East a distance of 74.19 feet; thence South 02 degrees 59 minutes 08 seconds East a distance of 90.57 feet; thence South 22 degrees 59 minutes 38 seconds West a distance of 563.87 feet; thence South 06 degrees 42 minutes 09 seconds East a distance of 186.28 feet; thence South 51 degrees 05 minutes 33 seconds West a distance of 143.62 feet to the north line of a tract of land conveyed to Valley Golf Association by Warranty Deed recorded as Document Number 391202 and filed in Book 396 of Deeds, Page 425 on file and of record in the office of the Polk County Recorder, Polk County, Minnesota; thence South 87 degrees 27 minutes 16 seconds West along said north line a distance of 1140.65 feet to the easterly bank of the Red River of the North; thence northwesterly along said easterly bank a distance of 1130 feet more or less to a point which is South 87 degrees 32 minutes 35 seconds West a distance of 1813.86 feet from the point of beginning and on the south line of a tract of land conveyed to Valley Golf Association by Warranty Deed recorded as Document Number 391070 and filed in Book 396 of Deeds, Page 287 on file and of record in the office of the Polk County Recorder, Polk County, Minnesota; thence North 87 degrees 32 minutes 35 seconds East along said south line a distance of 1813.86 feet to the point of beginning. Containing 36.24 acres more or less. Subject to easements, restrictions, reservations or rights whether of record or not.

All bearings and distances are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83).

Tract 2

LAND DESCRIPTION - LEASE B FEE TITLE AREA LYING BETWEEN DRY TOE AND WET TOE

That part of Government Lot 1 and the Northeast Quarter of the Northeast Quarter of Section 34, Township 152 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Commencing at the northeast corner of said Government Lot 1; thence westerly along the north line of said Government Lot 1 having a grid bearing of South 87 degrees 32 minutes 35 seconds West a distance of 22.96 feet to the point of beginning; thence continuing westerly South 87 degrees 32 minutes 35 seconds West along said north line a distance of 100.00 feet; thence South 02 degrees 59 minutes 08 seconds East along the west line of Permanent Levee Easement Number 2 a distance of 40.50 feet; thence South 87 degrees 21 minutes 04 seconds West a distance of 86.08 feet; thence South 87 degrees 10 minutes 44 seconds West a distance of 29.73 feet; thence South 02 degrees 49 minutes 15 seconds East a distance of 65.33 feet; thence South 58 degrees 17 minutes 33 seconds East a distance of 74.19 feet; thence South 02 degrees 59 minutes 08 seconds East a distance of 90.57 feet; thence South 22 degrees 59 minutes 38 seconds West a distance of 563.87 feet; thence South 06 degrees 42 minutes 09 seconds East a distance of 186.28 feet; thence South 51 degrees 05 minutes 33 seconds West a distance of 143.62 feet to the north line of a tract of land conveyed to Valley Golf Association by Warranty Deed recorded as Document Number 391202 and filed in Book 396 of Deeds, Page 425 on file and of record in the office of the Polk County Recorder, Polk County, Minnesota; thence North 87 degrees 27 minutes 16 seconds East along said north line a distance of 308.41 feet; thence North 23 degrees 53 minutes 03 seconds East a distance of 12.99 feet; thence North 07 degrees 30 minutes 58 seconds West a distance of 223.92 feet; thence North 23 degrees 26 minutes 02 seconds East a distance of 116.46 feet; thence North 66 degrees 34 minutes 04 seconds West a distance of 13.62 feet; thence North 23 degrees 26 minutes 01 seconds East a distance of 449.85 feet; thence North 02 degrees 59 minutes 08 seconds West a distance of 121.37 feet; thence North 87 degrees 00 minutes 53 seconds East a distance of 25.00 feet; thence North 02 degrees 59 minutes 06 seconds West a distance of 84.13 feet; thence North 85 degrees 05 minutes 35 seconds East a distance of 41.04 feet; thence North 02 degrees 43 minutes 48 seconds West a distance of 21.27 feet; thence South 87 degrees 16 seconds 19 seconds West a distance of 96.25 feet; thence North 02 degrees 59 minutes 08 seconds West a distance of 39.91 feet to the north line of said Government Lot 1 and the point of beginning. Containing 4.78 acres more or less.

All bearings and distances are grid based on the North Dakota State Plane Coordinate System – North Zone of 1983 (NAD83).

Tract 3

LAND DESCRIPTION - LEASE B DRYSIDE AREA LYING EASTERLY OF DRY TOE

That part of Government Lot 1 and the Northeast Quarter of the Northeast Quarter of Section 34, Township 152 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Beginning at the northwest corner of said Northeast Quarter of the Northeast Quarter; thence easterly along the north line of said Northeast Quarter of the Northeast Quarter having a grid bearing of North 87 degrees 33 minutes 43 seconds East a distance of 245.06 feet; thence South 02 degrees 26 minute 00 seconds East to the north right of way line of 21st Street Northwest a distance of 1017.51 feet; thence westerly along said north line South 87 degrees 27 minutes 16 seconds West a distance of 456.03 feet; thence North 23 degrees 53 minutes 03 seconds East a distance of 12.99 feet; thence North 07 degrees 30 minutes 58 seconds West a distance of 223.92 feet; thence North 23 degrees 26 minutes 02 seconds East a distance of 116.46 feet; thence North 66 degrees 34 minutes 04 seconds West a distance of 13.62 feet; thence North 23 degrees 26 minutes 01 seconds East a distance of 449.85 feet; thence North 02 degrees 59 minutes 08 seconds West a distance of 121.37 feet; thence North 87 degrees 00 minutes 53 seconds East a distance of 25.00 feet; thence North 02 degrees 59 minutes 06 seconds West a distance of 84.13 feet; thence North 85 degrees 05 minutes 35 seconds East a distance of 41.04 feet; thence North 02 degrees 43 minutes 48 seconds West a distance of 21.27 feet; thence South 87 degrees 16 seconds 19 seconds West a distance of 96.25 feet; thence North 02 degrees 59 minutes 08 seconds West a distance of 39.91 feet to the north line of said Government Lot 1; thence easterly along said north line South 87 degrees 32 minutes 35 seconds West a distance of 22.96 feet to the point of beginning. Containing 8.10 acres more or less.

All bearings and distances are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83).

Tract 4

LARSON WET SIDE LESS FARMSTEAD

That part of Government Lot 4 of Section 27, Township 152 North, Range 50 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Commencing at the southeast corner of said Government Lot 4; thence westerly along the south line of said Government Lot 4 having a grid bearing of South 87 degrees 32 minutes 35 seconds West a distance of 122.96 feet to the point of beginning; thence continuing South 87 degrees 32 minutes 35 seconds West along said south line a distance of 501.90 feet to the southeast corner of a tract of land conveyed to the Valley Golf Association by a Warranty Deed recorded as Document Number 555759 in Book 603 of Deeds, pages 167-168, Polk County Recorders Office; thence North 32 degrees 09 minutes 03 seconds West along the easterly line of said conveyed tract of land a distance of 879.54 feet; thence continuing North 02 degrees 20 minutes 57 seconds West along said easterly line a distance of 560.00 feet to the north line of said Government Lot 4; thence North 87 degrees 39 minutes 03 seconds East along said north line a distance of 231.66 feet to the northwest corner of the Larson Farmstead Tract; thence South 18 degrees 32 minutes 13 seconds West along said tract a distance of 237.98 feet; thence South 12 degrees 46 minutes 51 seconds East along said tract a distance of 321.97 feet; thence North 83 degrees 17 minutes 42 seconds East along said tract a distance of 386.46 feet; thence North 05 degrees 35 minutes 14 seconds West along said tract a distance of 510.45 feet to the north line of said Government Lot 4; thence North 87 degrees 39 minutes 03 seconds East along said north line a distance of 245.79 feet to the west line of Permanent Levee Easement Number 2; thence South 02 degrees 54 minutes 50 seconds East along said west line a distance of 179.17 feet; thence South 47 degrees 50 minutes 48 seconds East along said west line a distance of 166.07 feet; thence South 02 degrees 59 minutes 08 seconds East along said west line a distance of 1026.78 feet to the point of beginning. Containing 19.07 acres more or less.

All bearings and distances are grid based on the North Dakota State Plane Coordinate System North Zone of 1983 (NAD83).

Tract 5

Lot Thirty-one (31), Block Two (2), Water's Edge First Addition to the City of East Grand Forks, Minnesota.

To have and to hold the above described premises, with the rights, privileges and appurtenances thereunto attaching and belonging, unto the Lessee for and during the term of Sixty-two (62) years, or until the happening of certain conditions and events as hereinafter set forth, from and after the _____ day of _____, 2009, paying rent therefor and yielding possession thereof as hereinafter provided.

That part of said tract of land as above described is a part of a larger tract of land acquired by the Lessor for cemetery purposes. Said lands are unimproved, and the Lessor is leasing them to the Lessee for purposes of a golf course, and for no other purpose. Lessor, on the basis of projected population growth and anticipated demands for cemetery lots for the City of East Grand Forks, Minnesota, does not anticipate needing the lands above described for cemetery purposes for a period of Sixty-two (62) years, there being adequate lots surveyed and platted to be sufficient for the needs of the Lessor for said period. It being a condition of this Lease, however, that in the event additional lands are needed for cemetery purposes before said Sixty-two (62) years set forth herein, this Lease shall terminate at said time for all or such portion of the lands above described, as are need for expansion of said cemetery, said cemetery being known as the Resurrection Cemetery.

The Lessee covenants and agrees to pay the Lessor as rent for said demised premises during the said demised term, the yearly rent or sum of Ten and 00/100 (\$10.00) Dollars a year.

As a further consideration for the leasing and demising aforesaid the said Lessee further covenants, promises and agrees to the following conditions, to-wit:

That the Lessee shall make any and all improvements on said premises, and shall maintain said premises at Lessee's expense, without any cost or obligation on Lessor's part therefore, with the exception that the City reserves the right of entry at all times to inspect and take all measures to ensure the proper and efficient operation and functioning of the flood control levee which is described above in Track 2.

Further, the Lessee will be responsible to pay the real estate taxes and special assessments, if any on the leased property.

That at the termination of this Lease upon the demised premises, or a part thereof, any improvements made thereon by Lessee shall be and remain the Lessors, and the Lessor shall be not obligated to make any payment to the Lessee for any improvements thereon.

That any buildings situated on said premises shall be the Lessees to use or dispose of as Lessee desires.

That use of the golf course to be constructed in part upon the above demised premises, and membership therein, shall be available to any and all citizens of the City of East Grand Forks, Minnesota, without restriction because of race, color or creed, subject to such charges as shall be reasonably necessary to maintain and develop said golf course, said rates and charges for membership or use of said golf course to be comparable to the rates and charges of other semi-public golf courses located in the immediate area.

Lessee further covenants and agrees that it will not assign this Lease, or any of the above-described premises, without the prior written consent and approval of the Lessor.

Lessee shall indemnify and hold harmless the Lessor against all liabilities, expenses and losses incurred by the Lessor as a result of (a) failure by the Lessee to perform any covenant required to be performed by the Lessee hereunder; (b) any accident, injury or damage which shall happen in or about the leased property or appurtenances, or operation of the leased property; (c) failure to comply with any requirements of any governmental authority; and (d) any mechanic's lien, security agreement, conditional bill of sale, or chattel mortgage filed against the leased property, any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon.

IN TESTIMONY WHEREOF, the City of East Grand Forks, Minnesota, has caused these presents to be executed in its corporate name by its Mayor and City Administrator/Clerk-Treasurer, and its corporate seal to be hereunto affixed this _____ day of _____, 2009, under authority of that certain Resolution of the City Council of the City of East Grand Forks, Minnesota, dated the _____ day of _____, 2009, wherein by virtue of said Resolution of above date the Mayor and City Administrator/Clerk-Treasurer of said City were authorized and directed to execute the above Lease and affix the corporate seal thereunto on behalf of the said City of East Grand Forks, Minnesota.

IN TESTIMONY WHEREOF, the said Valley Golf Association has caused these present to be executed in its corporate name by its President and its Secretary, and its corporate seal to be hereunto affixed this _____ day of _____, 2009.

CITY OF EAST GRAND FORKS, MINNESOTA

By _____
Lynn Stauss, its Mayor

By _____
Scott Huizenga, its
City Administrator/Clerk-Treasurer

VALLEY GOLF ASSOCIATION

By _____
, its President

By _____
Daniel Filipi, its Treasurer

STATE OF MINNESOTA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2009, before me, a Notary Public, within and for said County, personally appeared, Lynn Stauss and Scott Huizenga, to me personally known, who being each by me duly sworn, did say that they are respectively the Mayor and City Administrator/Clerk-Treasurer of the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council pursuant to Resolution of said municipal corporation, dated the _____ day of _____, 2009, and said Lynn Stauss and _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public
Polk County, Minnesota
My Commission Expires:

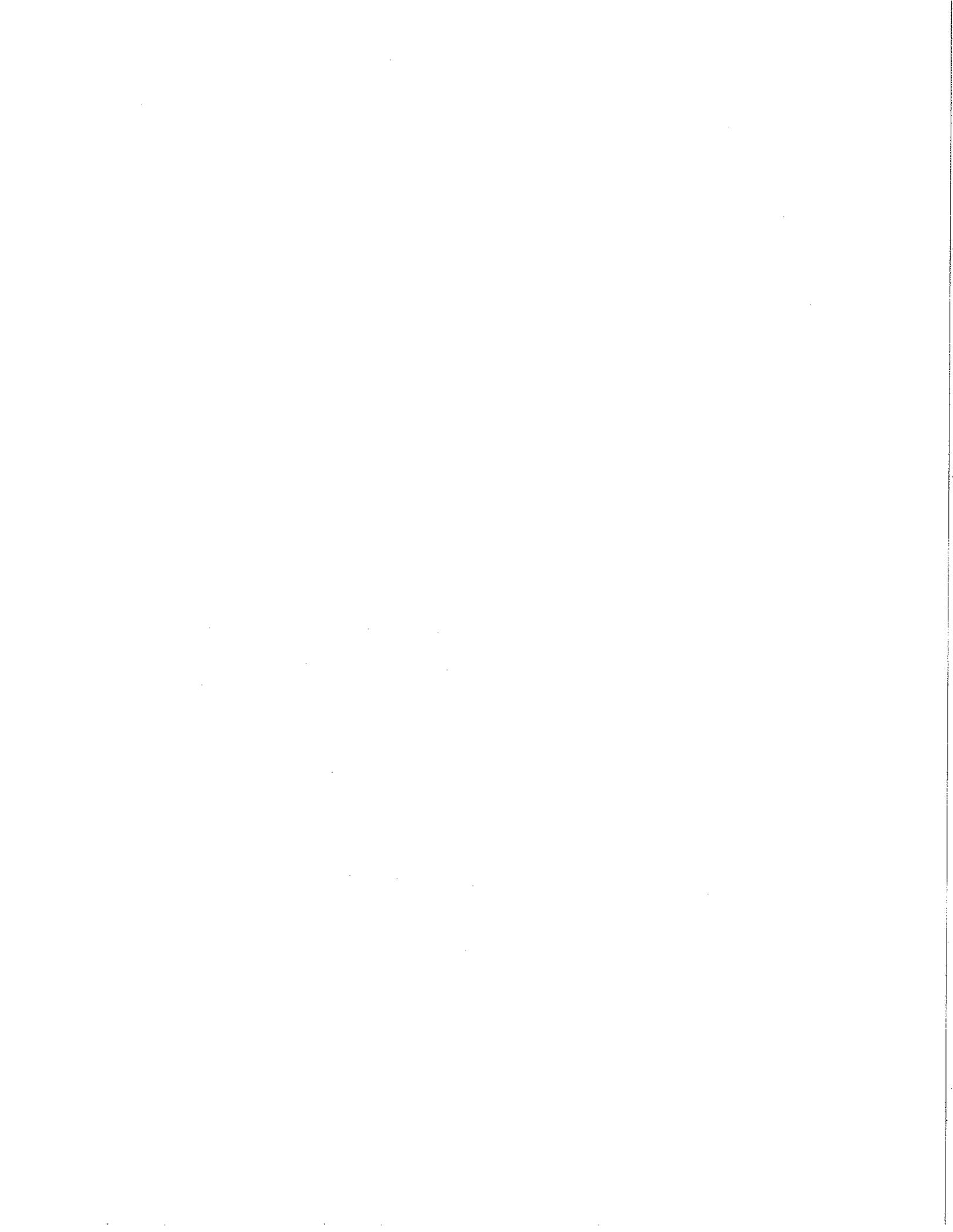
STATE OF MINNESOTA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2009, before me, a Notary Public, within and for said County, personally appeared, _____ and _____, to me personally known, who being each by me duly sworn, did say that they are respectively the President and Treasurer of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ and _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
Polk County, Minnesota
My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:

Ronald I. Galstad, City Attorney
1312 Central Avenue NE
P.O. Box 386
East Grand Forks, MN 56721
(218) 773-9729



RESOLUTION NO. 09 - 06 - 43

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

WHEREAS, the City of East Grand Forks previously authorized by Resolution No. 09-04-26, the City attorney to acquire property through the use of use of Minnesota Statute Chapter 117 Eminent Domain is found at Minnesota Statute §465.01 right of ways, easements and temporary construction easement to Improve the existing rural section and develop and urbanize 23rd Street NW (2009 City Project No.1), to construct water main and sanitary sewer for properties on 17th Avenue SE which do not presently have city services (2009 Assessment Job No.1), and to construct curb, gutter and a cul de sac on 14th Avenue SE and 17th Street SE (2009 City project No. 3) all in the City of East Grand Forks, the City is required to obtain right of ways, easements and temporary construction easements;

WHEREAS, the City the City Attorney was able to enter into voluntary acquisition for the property referred to as the "Stokes Property" without the use of Minnesota Statute Chapter 117 Eminent Domain is found at Minnesota Statute §465.01;

WHEREAS, the City authorizes the purchase of said property more particularly described in the purchase agreement which accompanies this resolution to allow the City to complete said projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED

1. That the City does approve of the purchase of the land for the agreed upon price;
2. The City authorizes the City attorney to draft all necessary documents to initiate the transfer of title and to take possession; and
- 3 Authorizes the Mayor and City Administrator/Clerk Treasurer to sign all appropriate documents and requisition the funds to complete the transaction.

Voting Aye:
 Voting Nay: None.
 Absent: None.

The President declared the resolution passed.

Passed: June 16, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of June, 2009.

Mayor

BARE LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____, 2009, by and between the City of East Grand Forks, a Minnesota Municipal Corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer"), and Arthur Warren Stokes and Patricia Stokes, Husband and Wife, Margaret Sidney Johnson and James A. Johnson, Husband and Wife, Steven Paul Stokes and Susanna Stokes, Husband and Wife (hereinafter referred to as "Sellers").

2. **OFFER/ACCEPTANCE.** Buyers offer to purchase and Seller hereby agrees to sell real property situated in Grand Forks Township, Polk County, Minnesota, such real property being legally described as follows:

That part of Government Lot 1, Section 18 and Government Lot 4, Section 7, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Beginning at the northeast corner of said Government Lot 1, Section 18; thence southerly along the east line of said Government Lot 1 having a grid bearing of South 03 degrees 41 minutes 35 seconds East a distance of 705.00 feet to the northerly line of a tract of land conveyed to Dean M. Pesch and Angela K. Pesch recorded as Document Number 551201 in the office of the Polk County Recorder; thence North 80 degrees 02 minutes 35 seconds West along said northerly line a distance of 317.79 feet; thence South 29 degrees 16 minutes 22 seconds East to the northeasterly right of way of Polk County Number 72 (formerly State Highway 220) a distance of 207.13 feet; thence northwesterly a distance of 144.90 feet along a tangential curve concave to the southwest having a radius of 28,685.39 feet and a central angle of 00 degrees 17 minutes 21 seconds and the chord of said curve bears North 45 degrees 04 minutes 34 seconds West; thence North 44 degrees 30 minutes 05 seconds East along said northeasterly right of way a distance of 5.00 feet; thence northwesterly a distance of 37.57 feet along a tangential curve concave to the southwest having a radius of 28,690.39 feet and a central angle of 00 degrees 04 minutes 30 seconds and the chord of said curve bears North 45 degrees 15 minutes 29 seconds West to the centerline of the Hartsville Coulee; thence northerly, northeasterly and northwesterly along said centerline a distance of 2020 feet more or less to the south line of Lot 4, Block 1, Riverview 3rd Addition; thence along said south line North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to Roger and Donna Beauchamp by Warranty deed recorded in Book 505 of Deeds, Page 217 as Document Number 517607 in the office of the Polk County Recorder a distance of 302.60 feet; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Michael and Janina Dempsey by Warranty deed recorded as Document Number 618662 in the office of the Polk County Recorder a distance of 195.60 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to William Grassel by Warranty deed recorded in Book 327 of Deeds, Page 1 as Document Number 360667 in the office of the Polk County Recorder a distance of 49.00 feet;

thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Robert M. and Deann K. Zavoral by Warranty Deed recorded as document 646430 in the office of the Polk County Recorder a distance of 152.80 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East a distance of 285.00 feet to the east line of said Government Lot 4, Section 7; thence South 03 degrees 40 minutes 54 seconds East along said east line a distance of 641.12 feet to the point of beginning. Containing 11.46 acres more or less. Subject to easements, restrictions reservations or rights whether of record or not.

All bearings are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83). All distances are ground.

3. **PERSONAL PROPERTY AND FIXTURES INCLUDED IN SALE.** The hereinbefore described real property is bare unimproved land and no personal property or fixtures are included in this sale.
4. **PRICE AND TERMS.** The sale price for the real property included in this sale is Seventy Two Thousand and 00/100 Dollars (\$72,000.00) Dollars to be paid at the time of closing. The closing shall take place no later than July 1, 2009.
5. **DEED.** Seller shall execute and deliver a Quit Claim deed conveying all interests sellers may have in said property to buyer
6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable on the property in and for the year of closing shall be prorated between the Seller and Buyer on a calendar year basis to the Date of execution of the right-of way agreement or to the date of possession whichever comes first. At that time Buyer and Seller shall also prorate all installments of special assessments, if any, certified for payment with the real estate taxes due and payable in the year of closing.

The Buyer shall pay real estate taxes due and payable in the year following closing and thereafter. Seller warrants that all real estate taxes due and payable in the years prior to closing will have been paid in full.

Additionally, the property owned by the seller on the west side of the coulee will not be included within any special assessment district for the current 17th avenue paving and utility project.

7. **CONDITION OF PROPERTY.** The hereinbefore described real property is being sold "AS IS" and Seller makes no warranties, either expressed or implied, concerning the condition of the real property, and no warranties that the real property is fit for any specific purpose. Seller has not investigated whether any environmentally hazardous materials may be present upon or in the real property, and should Buyers encounter any environmentally hazardous materials on or in the real property, Buyers hereby warrant and covenant that Buyers will be solely responsible for remediation of the real property, should such remediation be necessary.

8. **EXAMINATION OF TITLE.** Seller states, and Buyers acknowledge, that no abstract of title to the property exists, and Seller has no obligation to provide Buyers with an abstract of title. Buyers shall have until June 5, 2009, to examine the title to the real property and to provide Seller with written objections to Seller's title. Buyers, at their option, may pay the costs of obtaining an abstract and the cost of title examination or, in the alternative, Buyers may obtain title insurance at the Buyers' expense.

9. **TITLE CORRECTIONS AND REMEDIES.** The Sellers are not warranting title as the property is being transferred "As Is" "where is" by a quit claim deed. Buyers agrees that it has examined the property and the title interests of the sellers and are accepting the same based upon their own examination of the property and title and without any representations or warranties by the seller. Seller believes that they are seized of an estate of fee simple in the land and are vested with the necessary real estate interests to legally transfer said property to the Buyer. Further, the Sellers will reasonably cooperate to resolve any identified title

problems but the cost to correcting title shall be the sole responsibility of the buyer

10. **TIME OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**
11. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.
12. **RECORDING FEES, STATE DEED TAX, ATTORNEY'S FEES AND CLOSING COSTS.** Buyer shall provide the Quit Claim deed and shall pay the deed tax. Buyers shall also pay the deed recording fee. Sellers shall not be required to pay any closing costs unless they are specifically mentioned in this Agreement, to include but not limited to the cost of platting or re-platting, title examination, document drafting, recording etc. Each party shall be responsible for their own attorney's fees or other costs not specifically mentioned in this Agreement.
13. **ZONING.** Sellers property on the west side of the coulee will retain its current zoning upon completion of the City platting this property to complete the sale.
14. **WELL DISCLOSURE.** Seller certifies the Seller does not know of any wells on the described real property.
15. **SEPTIC SYSTEM DISCLOSURE.** Seller certifies that seller does not know of any individual sewage treatment systems on or serving the property.
16. **LEAD WARNING.** The real property is bare unimproved land, no Lead Paint Addendum is necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Bare Land Purchase Agreement to be effective the day and year first above written.

BUYER: City of East Grand Forks
Tax ID No. 41-6005112

DATED: _____

BY: _____
Scott Huizenga
Its City Administrator/Clerk Treasurer

DATED: _____

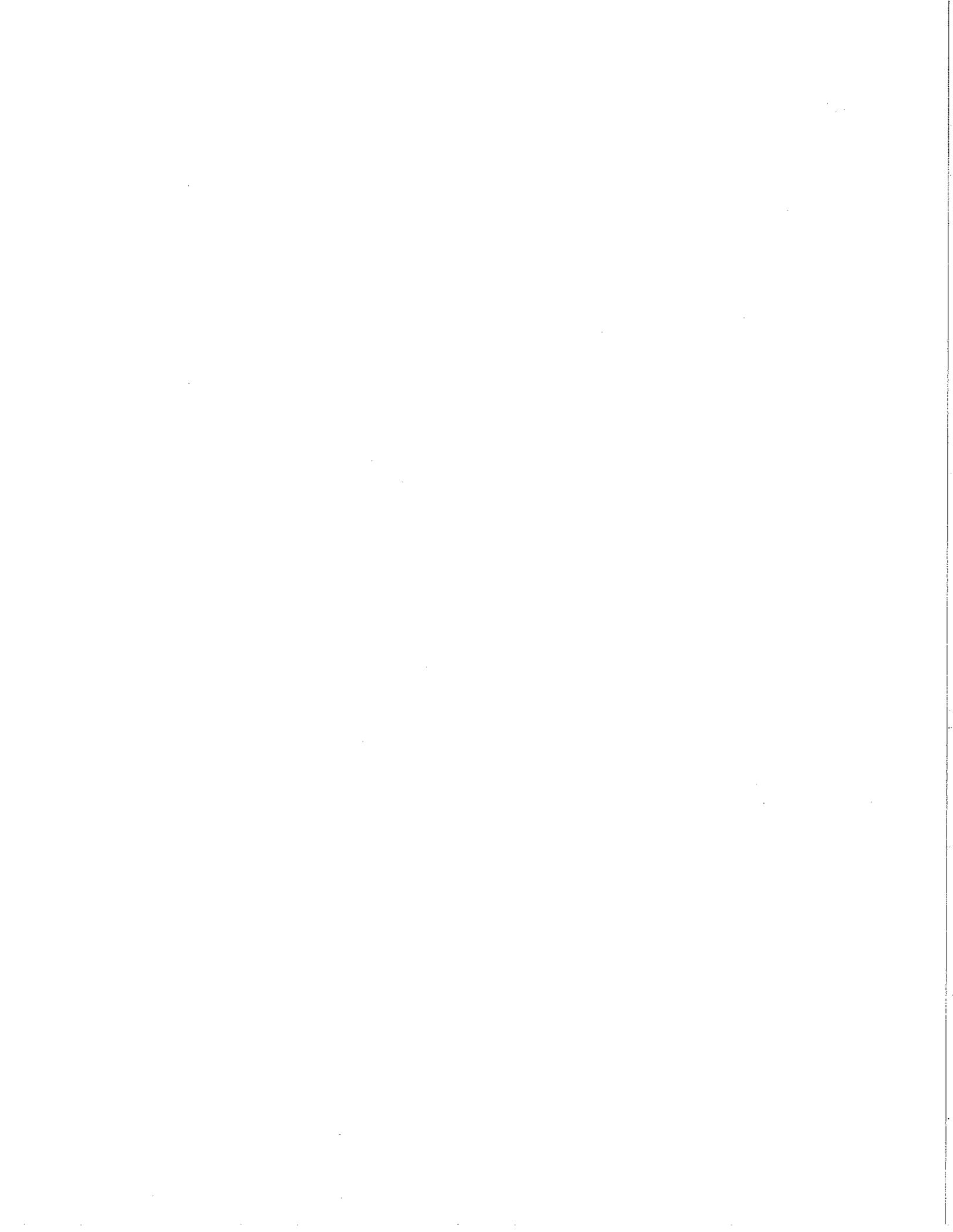
BY: _____
Lynn Stauss
Its, Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Scott Huizenga, City Administrator/Clerk Treasurer, and Lynn Stauss, Mayor Grantee.

Notary Public

Intentionally left blank



RESOLUTION NO. 09 – 06 - 44

Council Member ____, reported by Council Member ____, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased the following goods from Bert's Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
6-8-09	39014	Truck Accessories	\$837.41

WHEREAS, Wayne Gregoire, 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 \$837.41 on check number 3293 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 June 16, 2009

Voting Aye:

Voting Nay: None.

Abstain: Gregoire.

Absent: None.

The President declared the resolution passed.

Passed: June 16, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of June, 2009.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

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

I, Wayne Gregoire, being duly sworn states the following:

- 1. I am 5th Ward Council Member of the City of East Grand Forks.
- 2. The following goods were furnished to the City of East Grand Forks by Bert's Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
6-8-09	39014	Truck Accessories	\$837.41

- 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 June 16, 2009.

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)

RESOLUTION NO. 09 - 06 - 45

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 3344 for a total of \$3882.45.

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 \$3882.45 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 June 16, 2009.

Voting Aye:

Voting Nay: None.

Absent: Buckalew.

The President declared the resolution passed.

Passed: June 16, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 16th of June, 2009.

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 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 3344 for a total of \$3882.45.
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 June 16, 2009.

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: ejohnson
Printed: 6/11/2009 - 4:21 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
3282	06/16/2009	3DS001	3D Specialties	6,712.70	0
3283	06/16/2009	ACM001	Acme Electric Companies	284.79	0
3284	06/16/2009	ALB001	Albrecht Manufacturing	1,533.86	0
3285	06/16/2009	ALL002	All Pro Embroidery	57.00	0
3286	06/16/2009	ALL003	All Seasons Garden Center	111.27	0
3287	06/16/2009	AME002	American Tire Service	6,374.96	0
3288	06/16/2009	AME008	American Tire Service Inc	568.85	0
3289	06/16/2009	AME005	Ameripride Linen & Apparel Services	613.83	0
3290	06/16/2009	AQU001	Aqua Water Solutions	27.31	0
3291	06/16/2009	BAR002	Alex Barta	132.00	0
3292	06/16/2009	BAT001	Batteries Plus	136.88	0
3293	06/16/2009	BER001	Bert's Truck Equipment	837.41	0
3294	06/16/2009	BOB001	Bobcat of Grand Forks	2,119.41	0
3295	06/16/2009	BOR001	Border States Electric Supply	79.80	0
3296	06/16/2009	BRU001	Jay Bruce	75.00	0
3297	06/16/2009	BRY001	Bryan Rock Products Inc	927.12	0
3298	06/16/2009	BUD001	Bud & Ralph's Appliance Service Inc	22.60	0
3299	06/16/2009	BYD001	Bydal Designs	148.88	0
3300	06/16/2009	C&R001	C&R Laundry & Cleaners	563.94	0
3301	06/16/2009	CAN001	Canon Financial Services	166.58	0
3302	06/16/2009	CAR002	Carquest Auto Parts	84.57	0
3303	06/16/2009	COL002	Cole Papers Inc	77.78	0
3304	06/16/2009	COM003	Complete Pest Control Inc	127.80	0
3305	06/16/2009	CSI002	CSI Forensic Supply	123.33	0
3306	06/16/2009	CUM001	Cummins NPower LLC	9,724.25	0
3307	06/16/2009	CUS003	Custom Pools	59.52	0
3308	06/16/2009	CUS002	Custom Stripes Inc	505.00	0
3309	06/16/2009	DAK002	Dakota Fence	884.00	0
3310	06/16/2009	DAK010	Dakota Mud Jack	2,488.00	0
3311	06/16/2009	DAY001	Daydreams Specialities	4.50	0
3312	06/16/2009	DIA001	Richard Papenfuss Diamond Cleaning	1,023.48	0
3313	06/16/2009	DIS001	Display Sales Co	1,976.91	0
3314	06/16/2009	DNR001	DNR Sign Shop	127.73	0
3315	06/16/2009	EAG001	Eagle Electric	38,032.84	0
3316	06/16/2009	EAS007	East Side Travel Plaza	322.67	0
3317	06/16/2009	EFA001	EFA	1,879.38	0
3318	06/16/2009	ABE002	Emily Abel & Community Bank Of R	7,500.00	0
3319	06/16/2009	ENV002	Environmental Equipment	99.35	0
3320	06/16/2009	ENV001	Environmental Resource Association	89.67	0
3321	06/16/2009	ENV003	Environmental Toxicity Control Inc	775.00	0
3322	06/16/2009	EXP002	Exponent	152.05	0
3323	06/16/2009	FER003	Fert L Lawn	97.98	0
3324	06/16/2009	FIL001	Filter Care	53.26	0
3325	06/16/2009	FLA002	Flat Plains Services Inc	249.21	0
3326	06/16/2009	FOR001	Forks Freightliner	401.25	0
3327	06/16/2009	G&K001	G&K Services	208.70	0
3328	06/16/2009	GAF001	Gaffaneys	58.06	0
3329	06/16/2009	GAL003	Galstad Jensen & Olson PA	10,256.20	0
3330	06/16/2009	GAL006	Galstad Jensen McCann PA Trust Acc	72,000.00	0
3331	06/16/2009	GAR001	Garden Hut, Inc	3,985.57	0

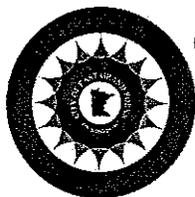
Check	Date	Vendor No	Vendor Name	Amount	Voucher
3332	06/16/2009	GER001	Gerrells Sport Center	3,226.87	0
3333	06/16/2009	GFC001	GF City Utility Billing	14,511.75	0
3334	06/16/2009	GFF001	GF Fire Equipment	11.08	0
3335	06/16/2009	GFH002	GF Herald	789.00	0
3336	06/16/2009	GFW001	GF Welding & Machine	63.42	0
3337	06/16/2009	GLA001	Glass Pro's Inc	407.00	0
3338	06/16/2009	GOP002	Gopher State Lawn Sprinklers	306.27	0
3339	06/16/2009	GRA004	Grand Cities Towing	90.00	0
3340	06/16/2009	GRA005	Grand Forks Taxi Company	1,931.09	0
3341	06/16/2009	H&R001	H&R Construction	5,790.05	0
3342	06/16/2009	H&S001	H&S Construction	16,608.57	0
3343	06/16/2009	HAI002	Rick Hajicek	399.00	0
3344	06/16/2009	HAR001	Hardware Hank	3,882.45	0
3345	06/16/2009	HAW001	Hawkins Chemical	1,585.79	0
3346	06/16/2009	HEA001	Heartland Paper	531.04	0
3347	06/16/2009	HED001	Mike Hedlund	2,638.00	0
3348	06/16/2009	HOM001	Home of Economy	21.25	0
3349	06/16/2009	HUG001	Hugo's	347.50	0
3350	06/16/2009	HUI001	Scott Huizenga	82.13	0
3351	06/16/2009	INT003	Integra Telecom	170.91	0
3352	06/16/2009	INT005	International Code Council	71.00	0
3353	06/16/2009	JOH010	Randall Johnson	250.00	0
3354	06/16/2009	K&K001	K&K Trucking Inc	2,116.08	0
3355	06/16/2009	KAR001	Kar Products	232.65	0
3356	06/16/2009	KEI001	Keith's Lock & Key	178.08	0
3357	06/16/2009	KEL001	Kellermeyer Building Service	3,088.50	0
3358	06/16/2009	KNU002	Terry Knudson	135.30	0
3359	06/16/2009	KOR002	Mark & Jill Korynta	60.00	0
3360	06/16/2009	KOR001	Ryan Korynta	28.82	0
3361	06/16/2009	LAB001	Lab Safety Supply	247.18	0
3362	06/16/2009	LAK001	Laker Chemical	1,930.85	0
3363	06/16/2009	LEA001	League of MN Cities	302.19	0
3364	06/16/2009	LEA002	League of MN Cities	48,188.70	0
3365	06/16/2009	LIT001	Lithia Payment Processing	517.34	0
3366	06/16/2009	LUM001	Lumber Mart	447.93	0
3367	06/16/2009	LUN001	Lunseth Plumbing & Heating	122.78	0
3368	06/16/2009	SHU001	Matthew Shunn & Alerus Financial	2,463.00	0
3369	06/16/2009	MCD001	McDonald's of EGF	44.82	0
3370	06/16/2009	MCF002	MCFOA	35.00	0
3371	06/16/2009	MEN001	Menards	162.52	0
3372	06/16/2009	HEN002	Michelle Henrickson & Grand Forks A	5,000.00	0
3373	06/16/2009	MID004	Midcontinent Communications	2,475.00	0
3374	06/16/2009	MND003	MN Dept of Labor & Industry	40.00	0
3375	06/16/2009	MND006	VOID****VOID****VOID*** MN I	1,343.00	0
3376	06/16/2009	MNP002	MN Pollution Contrl	23.00	0
3377	06/16/2009	NEW001	Newman Signs	2,704.25	0
3378	06/16/2009	NFP001	NFPA	150.00	0
3379	06/16/2009	NOR010	North Central Rental & Leasing	5,844.00	0
3380	06/16/2009	ORE001	O'Reilly Auto Parts	1,488.74	0
3381	06/16/2009	OLD001	Old Dominion Brush	670.95	0
3382	06/16/2009	OPP001	Opp Construction	22,236.00	0
3383	06/16/2009	ORC002	Orchard Oil Company	127.14	0
3384	06/16/2009	PAM001	Pamida	50.95	0
3385	06/16/2009	PET001	Peterson Veterinarian Clinic P.C.	471.79	0
3386	06/16/2009	POL004	Polk County Recorder	100.00	0
3387	06/16/2009	POR002	Porta Mix Concrete Inc	15.00	0
3388	06/16/2009	PRA001	Praxair Distribution	264.91	0
3389	06/16/2009	PRE001	Premium Waters Inc	103.09	0
3390	06/16/2009	QUA003	Quality Flow Systems Inc	183.54	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
3391	06/16/2009	QUI001	Quill Corp	260.28	0
3392	06/16/2009	REV002	Revolution Cycle	105.70	0
3393	06/16/2009	RIV002	Rivards Turf & Forage	354.22	0
3394	06/16/2009	ZAV001	RJ Zavoral & Sons	2,004.02	0
3395	06/16/2009	RMB001	RMB Environmental Lab Inc	360.00	0
3396	06/16/2009	RYD001	Rydell Chevrolet	100.00	0
3397	06/16/2009	S&S001	S&S Worldwide	105.72	0
3398	06/16/2009	SER002	Service Shoe Shop	100.00	0
3399	06/16/2009	SIM001	Simonsoon Station Stores	91.92	0
3400	06/16/2009	SPR002	Spray Advantage	98.10	0
3401	06/16/2009	STC001	St Cloud State Univ	410.00	0
3402	06/16/2009	STE005	Steamatic	4,396.60	0
3403	06/16/2009	STE001	Stennes Granite	4,100.00	0
3404	06/16/2009	STI001	Sticky Construction Inc	4,950.00	0
3405	06/16/2009	STO001	Stone's Mobile Radio	225.86	0
3406	06/16/2009	STR003	Streichers	236.95	0
3407	06/16/2009	STU001	Stuart's Towing	100.00	0
3408	06/16/2009	SUN002	Sun Dot Communications	138.49	0
3409	06/16/2009	SUN001	Sunshine Terrace	150.00	0
3410	06/16/2009	SUP003	Supply Distribution Center	499.85	0
3411	06/16/2009	SUR001	Surplus Center	19.84	0
3412	06/16/2009	LOD001	The Lodge At Brainerd Lakes	154.00	0
3413	06/16/2009	TON001	Tony Dorn Inc	315.93	0
3414	06/16/2009	TRA001	Tractor Supply Co	827.29	0
3415	06/16/2009	TRU001	True Temp	1,276.41	0
3416	06/16/2009	ULT001	Ultramax	494.00	0
3417	06/16/2009	USP001	United States Post Office	320.00	0
3418	06/16/2009	UPS001	UPS	81.11	0
3419	06/16/2009	VAL001	Valley Petroleum Equipment	683.86	0
3420	06/16/2009	VAL002	Valley Truck	41.16	0
3421	06/16/2009	WAS001	Waste Mgmt	25,857.63	0
3422	06/16/2009	WAT001	Water & Light Department	34,259.38	0
3423	06/16/2009	WDA001	WDAZ TV	1,771.00	0
3424	06/16/2009	WIL002	Wilbur-Ellis	255.00	0
3425	06/16/2009	WIZ001	Wizard's Enterprises Inc.	490.00	0
3426	06/16/2009	XCE001	Xcel Energy	2,529.97	0
3427	06/16/2009	XER001	Xerox Corporation	21.72	0
Check Total:				420,355.53	

Accounts Payable

Check Register Totals Only

User: tknudson
Printed: 6/11/2009 - 4:48 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
3428	06/12/2009	EAS002	EGF City Flex Account	1,300.00	0
3429	06/12/2009	MNS001	MN State Retirement System	55,631.59	0
Check Total:				56,931.59	