

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
AUGUST 17, 2010
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” & “Closed Meeting” for the East Grand Forks, Minnesota City Council of August 3, 2010.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of August 10, 2010.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 10-08-87 a Resolution approving the plans and specifications and ordering advertisement for bids for “2010 Assessment Job No. 2 – Storm Sewer Improvements” – Northstar Terrace.
4. Consider adopting Resolution No. 10-08-88 a Resolution to enter into an agreement with the BNSF Railway Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Central Ave.
5. Consider approving the application for a special event license from “Northern Plains HDSA”, for the Huntingtons’ disease 5k walk/run, for September 11, 2010 from 9am-12pm.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. Regular Meeting minutes of the Water, Light, Power and Building Commission for July 15, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

CLAIMS:

7. Consider adopting Resolution No. 10-08-89 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 7113 for a total of \$1,094.42 whereas Council Member Gregoire is personally interested financially in the contract.
8. Consider adopting Resolution No. 10-08-90 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 7157 for a total of \$1,180.15 whereas Council Member Buckalew is personally interested financially in the contract.
9. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

Work Session – August 24, 2010 – 5:00 PM – Training Room

Work Session – August 31, 2010 – 5:00 PM – Training Room (If Needed)

Regular Meeting – September 7, 2010 – 5:00 PM – Council Chambers

Work Session – September 14, 2010 – 5:00 PM – Training Room

UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, AUGUST 3, 2010 – 5:00 PM

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for August 3, 2010 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 (5:10 pm), Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Rec Superintendent; Greg Boppre, City Engineer; Nancy Ellis, Senior Planner; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Stuart Kovar, Public Works Foreman; and Jim Richter, EDHA Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of July 20, 2010.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of July 27, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE ITEMS ONE (1) AND TWO (2) AS SUBMITTED.

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 10-08-80 Resolution appointing judges and designating polling places.
4. Consider adopting Resolution No. 10-08-81 Resolution to support (SHIP) Statewide Health Improvement Program.
5. Consider awarding the quote to Opp Construction for street repair on the corner of 4th St. NE and 3rd Ave. NE in the amount of \$17,900.
6. Consider awarding the quote to Opp Construction for street repair on the corner of Bygland Road and 7th St. SE in the amount of \$10,100.
7. Consider awarding the quote to Midwest Playscapes, Inc. for playground equipment in the amount of \$40,000.00.
8. Consider approving the application for an Exempt Gambling Permit for a raffle for the Red River Valley Pheasants Forever to be held April 2, 2011 at VFW, 312 DeMers Ave, East Grand Forks, MN 56721 and waive the 30-day waiting period.
9. Consider adopting Resolution No. 10-08-82 a Resolution approving the application for a gambling premise permit by the East Grand Forks Blue Line Club for the Blue Moose.
10. Consider adopting Resolution No. 10-08-83 a Resolution to enter an agreement with the State of Minnesota from January 1, 2011 to December 31, 2011 to provide 15% of the total operating costs for the paratransit service and up to 20% of the total capital costs.
11. Consider adopting Resolution No. 10-08-84 a Resolution to enter an agreement with the State of Minnesota from January 1, 2011 to December 31, 2011 to provide 20% of the total operating costs for the fixed route transit service and up to 20% of the total capital costs.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE CONSENT MOTIONS NUMBER THREE (3) THROUGH ELEVEN (11) AS SUBMITTED.

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

12. The minutes of the East Grand Forks Campbell Library Board Meeting for July 27, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

13. Consider adopting Resolution No. 10-08-85 a Resolution to request the United States Army Corps of Engineers, USACE, to extend the time frame of public comment in regard to the proposed Fargo-Moorhead Diversion.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 10-08-85 A RESOLUTION TO REQUEST THE UNITED STATES ARMY CORPS OF ENGINEERS, USACE, TO EXTEND THE TIME FRAME OF PUBLIC COMMENT IN REGARD TO THE PROPOSED FARGO-MOORHEAD DIVERSION.

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

CLAIMS:

14. Consider adopting Resolution No. 10-08-86 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 7016 for a total of \$1,049.60 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-08-86 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 7016 FOR A TOTAL OF \$1,049.60 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

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

Acme Electric Companies	Misc Supplies	\$374.41
Advanced Business Methods Inc	Copier Lease	\$173.34
Allied 100	AED Pads/Batteries	\$1,097.82
American Tire Service	Tire Repair	\$1,161.00
Ameripride Linen & Apparel Services	Custodial Services	\$238.97
AMETEK INC. U.S. GAUGE DIVISION	Transducer for Lift	\$911.65
ASE	Registration Fees	\$110.00
Baker & Taylor Co	Books	\$434.94
Barnes Distribution	Inventory parts	\$1,452.66
Barnum Gate Services Inc	Parts for Green Site	\$59.71
Batteries Plus	x - Batteries for Emergency	\$84.85
Becker Arena Products Inc	Paint/Cleaner/Sealer	\$2,962.06
Blue Cross Blue Shield of ND	Health Insurance Payment	\$5,764.50
Blue Moose Bar & Grill	EDHA Board Meeting	\$120.51
Boen Andrew	Des Moines IA/MCTC Training	\$79.50
Border States Electric Supply	Flouresent Bulbs City Hall	\$224.15
Brodart Co	Books	\$314.61
Bruce Jay	Cleaning Service	\$60.00
Campoverde Marcelo	Artist Stipend/NWR Dev Hispanic Grant	\$100.00
Carquest Auto Parts	x Breather Vents 455D	\$10.61
Carrot Top Industries Inc	Flags	\$416.39
CBCS	Per-Account Charge/June	\$20.00
Chapa Gerarda	Artist Stipend/NWR Dev Hispanic Grant	\$100.00
Chupka Cory	Landscaping Incentive	\$500.00
Complete Pest Control Inc	Professional Services	\$1,847.87
CPL SYSTEMS CANADA INC	Grease Fitting Kit	\$581.95
Cummins NPower LLC	Connect Load Banks	\$646.80
Dakota Fire Protection Inc	Fire Maint.	\$585.00
Demco Educational Corp	Material processing Supplies	\$453.44
Diamond Cleaning Supply Richard Papenfuss	Truck Wash Soap/Gleme/Wipes	\$468.97
Diamond Lake Book Co	Books	\$465.65
Diverse Media Inc	DVDs	\$59.03
Dutch Heidi	Artist Stipend/NWR Dev Hispanic Grant	\$100.00
Eagle Electric	Professional Services	\$5,924.39
Eckes Todd & Janet	Landscaping Incentive	\$500.00
EnergyMisers LLC	Vending Miser/Indoor	\$2,122.38
Explorer Post #38	Squad Car Cleaning	\$50.00
Exponent	Police Auction Ad/Library Subscription	\$192.00
EZ Locksmith	Locks & Keys for Gate Wells	\$349.00
Fargo Water Equipment	Catch Basins for Repair	\$2,936.93

Finance and Commerce	10CP2 Bid Ad	\$226.82
Forks Equipment	x - Brake Shoes #381	\$358.47
Forx Radiator	Radiator #403	\$169.00
FS Engineering	Professional Services	\$80,144.00
G&K Services	Mats	\$196.87
Gaffaneys	Supplies	\$233.68
Gale	Books	\$93.55
Garden Hut Inc	Parts for Mower	\$2,941.41
Gerrells Sport Center	Pitchers Plate	\$11.69
GGF Convention & Visitors Bureau	June Lodging Tax/Plaza Motel	\$535.30
Gopher State Lawn Sprinklers	Sprinkler Turn On	\$12.60
Gust Randy	Deliver Truck/Rock Rapids Iowa/Reimburse	\$175.10
H&H Masonry	Cement Repair at Pool	\$92.00
H&S Construction	Professional Services	\$140,501.60
Hajicek Rick	Cleaning 0712-7/23	\$285.00
Hardware Hank	Misc Supplies	\$1,049.60
Heartland Paper	Misc Supplies	\$664.66
Hugo's	Summer Reading Supplies	\$22.40
Huizenga Scott	MMCI Year 2/Brooklyn Center	\$1,059.25
Hussey Plumbing	Plumbing Repair	\$256.50
Ingenuity Frontier	Membership for J Richter.	\$250.00
Inprints Screenprinting	T-Shirts	\$120.00
Integrated Process Solutions Inc	Back up WW lift PLC progr	\$1,082.50
Keith's Security World	Camlock	\$96.35
Kelly Services	A.Finley Reception Services	\$273.00
Laker Chemical	Weed Killer	\$586.03
Larson Gary	Deliver Truck/Rock Rapids Iowa/Reimburse	\$46.00
Laser Systems	Toner For Printer	\$208.00
League of MN Cities	2010 Directory of MN City Officials	\$52.90
Liberty Flag & Specialty Company	MN Flag	\$72.95
Librarians' Choice	Books	\$297.57
Lithia Payment Processing	Parts	\$82.54
Locators & Supplies Inc	WW Utility Markers	\$209.26
Lowe's	Microwave	\$174.03
Manager Plus	Managers Plus	\$1,958.00
Marco Inc	Sales & Usage Tax/June	\$585.68
MCFOA	Membership Fees/Huizenga/French	\$70.00
Menards	Light Bulbs/Cleaner/Vinyl Rug	\$131.54
MESERB Treasurer Keith Nelson	WW Membership Assesment	\$1,927.31
Metropolitan Planning Organization	May Local Share/Planning and Transit	\$8,530.14
Micro-Marketing LLC	Books/Audio Books	\$603.40
MidAmerica Books	Books	\$418.21
Mike's Pizza	State Aid Task Force Meeting	\$59.34

MN County Attorney's Association	Seizure Forms	\$40.61
MN Dept of Health Env Health Div	License for the Pool	\$715.00
MN Dept of Revenue VOID****VOID****VOID***	Sales & Use Taxes-June	\$1,179.00
MN Drivers & Vehicle Services	Replacement Plates/Renewals	\$386.50
MN Ice Arena Mgr's Association	Fall Conference Fees	\$375.00
MN Secretary of State - Notary	Notary Fee/Scott Huizenga	\$40.00
Moses Dwight	Drop Tree from Storm at Campground	\$530.00
Myers Melanee	Landscaping Incentive	\$280.00
Nelson Kristi	Landscaping Incentive Refund	\$500.00
North-Holt Electric	Outdoor Lighting/Sunshine Terrace	\$52.50
Northern Safety Tech	Truck Lightrac and Brackets	\$781.96
Northland Community & Technical College Foundation	3rd Annual Golf Tournament/EDHA	\$150.00
O'Reilly Auto Parts	Inventory Parts	\$459.60
Odland Fitzgerald Reynolds & Harbott PLLP	First Appearances	\$240.00
Olson Chris	Des Moines IA/Road Side Interview Class	\$80.50
Online Marketing Solution Inc	Reference Books	\$531.95
Opp Construction	Professional Services	\$151,121.81
Orchard Richard	Oil Inventory	\$6,661.09
Power Equipment Shop	Oil/Mower Parts	\$185.40
Praxair Distribution	Cylinder Rental	\$19.08
Pumpkin Books	Books	\$126.46
Quill Corp	Office Supplies	\$194.80
Rhen Isabel	Coordinator Stipend NWR Dev Hispanic Grant	\$300.00
Ristau Yvonne	Election Judge Training/Crookston/Reimburse	\$25.00
RJ Zavoral & Sons	Professional Services	\$106,871.17
Rotary Club of East Grand Forks	Membership Fees/July-Sept	\$100.00
Roto Rooter	Professional Services	\$1,580.00
Sam's Club	Note Paper/Envelopes	\$45.43
Scheels All Sports	Horse Shoe Supplies	\$59.98
Schrage Aeiiso	Camp Dodge IA/Training	\$79.50
Ski & Bike Shop	Campground Supplies	\$131.75
Spruce Valley Corporation	09CP 1-Estimate 8	\$223,999.15
Stone's Mobile Radio Inc	Dispatch Repeater Repair/Replaced	\$3,437.14
Stordahl Kenley	Mowing/Trimming	\$4,350.00
Strata Corp	09CP3-Estimate 7	\$11,970.00
Streichers	Uniforms- Patrol	\$296.44
Stuart's Towing	Towing Services	\$320.63
Thomas Bouregy & Co	Books	\$139.50
Tristeel Manufacturing	Fuel Gauge for K12	\$63.91
True Temp	Professional Services	\$5,729.78
Univar USA Inc	Mosquito Chemicals	\$1,881.00
US Bearings & Drives	x - Belts for Shop Drill	\$12.21
US Figure Skating Association	FS Badges	\$26.25

USTA	2010-2011 Membership	\$35.00
Valley Truck	Inventory	\$4,633.80
Vilandre Heating & A/C	Professional Services	\$869.57
Wagner's Landscaping	Plant/Supplies	\$10.58
Water & Light Department	IT Services/Phones/Utilities	\$27,445.60
WDAZ TV	TV Spots	\$2,175.00
Wizard's Enterprises Inc.	Custodial Services	\$490.00
Xcel Energy	Utilities	\$2,293.27
Xerox Corporation	Base Chg for June	\$40.95
Zee Medical Service	Emergency Kit Refill	\$70.91
	Total	\$845,054.12

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

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

COUNCIL/STAFF REPORTS:

Mayor Stauss announced that there is progress regarding the DNR.

Council Member DeMers asked if the Corp had completed an impact report for EGF. He also asked what the plan was once the study is completed. Mr. Boppre stated that they can't make the situation worse; they need to look at the impact.

Council President Grassel, Council Vice President Tweten, Council Member Buckalew thanked the departments on the cleanup after the storm.

Mr. Huizenga reminded the Council and Staff that he will be out of town until Monday. He thanked Rachel Anderson for her work when the Administration Office was short handed.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE AUGUST 3, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:16 P.M.

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

Scott Huizenga, City Administrator/Clerk-Treasurer

UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL CLOSED MEETING
TUESDAY, AUGUST 3, 2010 – 5:00 PM

CALL TO ORDER:

The Closed Meeting of the East Grand Forks City Council for August 3, 2010 was called to order by Council President Dick Grassel at 5:20 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:

Michelle French, Executive Assistant and Scott Huizenga, City Administrator

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

1. Closed session for City Administrator Scott Huizenga's Employee Evaluation. Closed session is to be performed according to the exception to the open meeting law pursuant to Minnesota Statute 13D.05, Subd. 3.

The purpose of the closed meeting of the East Grand Forks City Council was to discuss Scott Huizenga's evaluation.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE AUGUST 3, 2010 CLOSED MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:19 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

UNAPPROVED MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, AUGUST 10, 2010 – 5:00 PM

CALL TO ORDER

The Work Session of the East Grand Forks City Council for August 10, 2010 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:

Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Matt Leal, MPO Intern; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM

1. Plans & Specifications - 2010 Assessment Job No. 2 – Storm Sewer Improvements – Greg Boppre

Mr. Boppre announced that Northstar Terrace waived the petition for storm sewer improvements. Mr. Boppre stated that he would like to file plans and specification at the next meeting. This item will be referred to City Council for action.

2. Sidewalk Ordinance and Complete Streets Resolution – Nancy Ellis

Ms Ellis announced that the proposed sidewalk ordinance will require all new developments to have sidewalks within 9 months of the day the building permit for that parcel is filed. Once 66% of the parcels in the subdivision are developed, all other parcels will have sidewalks installed, unless the property owner files a petition saying that they will build within one year. Ms Ellis went through the design and location requirements. She stated that sidewalks will not be required in cul-de-sacs less than 300 feet in length. Ms Ellis discussed the waiver of protest as well.

Mayor Stauss informed City Council that nobody has been killed on the road; therefore, he prefers landscaping over sidewalks. This item will be referred to the September 7th City Council meeting for the 1st meeting.

3. Ordinance Amendments for Accessory Structures – Nancy Ellis

Ms Ellis announced that this new ordinance is amending and establishing new detached accessory structure size regulations. Council Member DeMers stated that the City needs to be careful on what we require/don't require. This item will be referred to City Council for the first reading on September 7th.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE AUGUST 10, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:40 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

RESOLUTION NO. 10 – 08 - 87

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS

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

WHEREAS, pursuant to a resolution passed by the council on August 17, 2010 the city engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2010 Assessment Job No. 2 – Storm Sewer Improvements – Northstar Terrace and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be considered by the council at 5:00 p.m. on September 14, 2010 in the Council Chambers of the East Grand Forks City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of East Grand Forks for five percent of the amount of such bid.

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

The President declared the resolution passed.

Passed: August 17, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17th of August, 2010.

Mayor

Request for Council Action

Date: August 3, 2010

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

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications – 2010 Assessment Job No. 2 – Storm Sewer Improvements

Background:

I would like to file the plans and specifications for the above referenced project at the next City Council meeting. As stated at a previous Work Session, we have been working with Northstar Terrace for a few months to correct the storm sewer in the park.

Recommendation:

Approval to file plans and specifications

Enclosures:

I will bring drawings to the City Council Work Session

RESOLUTION NO. 10 – 08 - 88

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

BE IT RESOLVED, that the City of East Grand Forks enter into an agreement with the BNSF Railway Company and the Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of Central Ave. (MSAS 112) with the tracks of the BNSF Railway Company in East Grand Forks, Minnesota, and appointing the Commissioner of Transportation agent for the City to supervise said project and administer available Federal Funds in accordance with Minnesota Statute, Section 161.36. The City’s share of the cost shall be 10 percent of the total signal cost.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the City.

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

The President declared the resolution passed.

Passed: August 17, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17th of August, 2010.

Mayor

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the City of East Grand Forks, Minnesota, at a duly authorized meeting thereof held on the 17th day of August, 2010, as shown by the minutes of said meeting in my possession.

City Administrator/Clerk-Treasurer



Minnesota Department of Transportation

Office of Freight and Commercial Vehicle Operations

Mail Stop 470
395 John Ireland Blvd.
St. Paul, MN 55155-1899

Tel: 651/215-6330
Fax: 651/366-3720

August 6, 2010

Phone: 651/366-3713
rick.vanwagner@state.mn.us

Scott Huizenga - City Administrator
City of East Grand Forks, Minnesota
PO Box 373 - 600 DeMers Ave
East Grand Forks, MN 5672

Re: State Project: 60-00122
Location: Central Ave. (MSAS 112) in East Grand Forks, MN.
Railroad: BNSF Railway Company
Agreement No. 92670
File No. F-1746
Project: Railroad Crossing Signals

Dear Mr. Huizenga:

Enclosed are five copies of the above referenced agreement to install signals at Central Ave. (MSAS 122).

There are two pages that must be signed and completed by the City of East Grand Forks:

Page 7 is the main signature page and requires two signatures of city officials; signed, with title and date included, on the left hand side of the page.

The Resolution Page. **Only one copy of the resolution is necessary.** You may use the one provided or submit one of your own. In either case, the resolution should be certified or attested to by an appropriate official.

Please contact me before making any changes, additions or deletions to this agreement. Sign all five copies of the agreement as instructed above, and return all copies to this office for further processing. One fully executed copy will be returned to you.

Please give me a call if you have any questions, comments or concerns.

Sincerely,

Rick VanWagner - Project Manager
Railroad Administration

Enclosure: Agreement No. 92670 (5 copies)

cc: File

An Equal Opportunity Employer



AGREEMENT	92670
USDOTNO	081277T (F-1746)
DATED	
S.P.	60-00122
MINN. PROJ.	RRS 6011(007)
FUNDS	Federal and City
Railroad Crossing Signals	
Central Ave. (MSAS 112) East Grand Forks, Minnesota Polk County	
BNSF Railway Company	
Standard Agreement "A" Dated September 1, 1998	

THIS AGREEMENT, made and entered into by and between the
 CIY OF EAST GRAND FORKS, hereinafter called the "Local Agency"; the BNSF RAILWAY
 COMPANY, hereinafter called the "Company"; and the COMMISSIONER OF
 TRANSPORTATION, STATE OF MINNESOTA, hereinafter called the "State",
 WITNESSETH:

WHEREAS, the Federal Highway Administration, when acting in cooperation with the
 State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make
 Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within
 the State of Minnesota; and

WHEREAS, the State, pursuant to Minnesota Statute Section 161.36, is authorized to
 cooperate with the United States Government in contracting for the construction, improvement
 and maintenance of roads and bridges not included in the trunk highway system which are
 financed in whole or in part by federal monies; and

WHEREAS, Central Ave. (MSAS 112), as now established, crosses the track of the
 Company at grade in East Grand Forks, Hennepin County, Minnesota, the location of said
 crossing and railway track being shown on the print hereto attached, marked Exhibit "B"; and

WHEREAS, the Local Agency and the Company desire that said grade crossing be provided with railroad flashing light signals, gates, constant warning circuitry and LED lenses, and the Company is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, the State, pursuant to Minnesota Statute Section 219.26, has reviewed the proposed selection of warning devices for the railroad grade crossing and has determined that the proposed selection is appropriate for said crossing.

NOW, THEN, IT IS AGREED:

1. EXHIBITS

The State of Minnesota, Department of Transportation, "Standard Clauses for Railroad-Highway Agreements", is attached hereto as Exhibit "A", and hereinafter referred to as "Standard Clauses". Except as hereinafter expressly modified, all of the terms and conditions set forth in the "Standard Clauses" are hereby incorporated by reference and made a part of this agreement with the same force and effect as though fully set forth therein.

Exhibit "B", the location print; and Exhibit "C", the detailed cost estimate, are attached hereto and made a part of this agreement.

Exhibit "D" the Local Agency construction plan for Central Ave. (MSAS 112).

2. WORK PERFORMANCE AND TIME SCHEDULE

The Company shall furnish all material for and with its regularly employed forces install a complete railroad crossing signal system on Central Ave. (MSAS 112), at the location indicated on Exhibit "B". The placement of the signals shall be in accordance with Part VIII of the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). Detailed plans, specifications and the work to be done shall be subject to the approval of the Department of Transportation of the State of Minnesota.

If the Company determines that it is unable to perform all or a portion of the work with its own forces or equipment, it may contract the work only after notifying and receiving approval to proceed from the State. The selection of a contractor shall be subject to approval by the State prior to the awarding of the contract.

AGREEMENT NO. 92670

Work by the Company shall be prosecuted to be completed within 12 months after the date the Company is authorized to begin work. If the Company determines it is not possible to complete the work within the period herein specified, it shall make a written request to the State for an extension of time for completion, setting forth therein the reason for such extension.

The Daily Utility Report provided for in Article 7a of the Standard Clauses, Exhibit "A", shall not be required if the duration of the construction work is expected to last 10 working days or less.

Before the new installation of a complete railroad crossing signal system on Central Ave. (MSAS 112), reconstruction of Central Ave. (MSAS 112) at the RR crossing will be required. The Local Agency has agreed to reconstruct Central Ave. (MSAS 112) in accordance to the attached Exhibit "D" at the cost of the Local Agency.

3. COST ESTIMATE

The actual costs of the project herein contemplated, including preliminary engineering costs, are to be financed with Federal Funds and Local Agency Funds. The State and Local Agency will reimburse the Company as provided herein for only such items of work and expense as are proper and eligible for payment with Federal Funds. Only materials actually incorporated into the project will be eligible for Federal reimbursement.

The State's portion (reimbursable with Federal Funds) and the Local Agency's portion will be paid to the Company in accordance with Article 8 of the Standard Clauses, Exhibit "A".

It is understood that the following estimate is for informational purposes only. The estimated cost of the work to be done by the Company hereunder with its own equipment and regularly employed forces and in accordance with the Company's agreements with such regularly employed forces is as follows and in further accordance with the detailed estimate, Exhibit "C".

Estimated Cost of Signals

90%	State Funds (reimbursable with federal funds)	\$190,611.00
10%	Local Agency Funds	<u>\$21,179.00</u>
	TOTAL ESTIMATED COST OF PROJECT	\$211,790.00

AGREEMENT NO. 92670

The State's total financial obligation shall not increase without its approval and the encumbrance of additional funds. The total obligation under this Agreement is limited to the total amount listed above as "Total Estimated Cost of Project." However, this obligation may be increased to 120 percent of the "Total Estimated Cost of Project" listed above if the Company performs work that is previously accepted in writing by the State and additional money was encumbered. The State reserves the right to not participate in project costs incurred without its prior consent. Notwithstanding any provision to the contrary, the State's and Local Agency's total financial obligation under this Agreement shall not exceed the "Total Estimated Cost of Project" plus 20 percent, of which the State shall pay 90 percent and the Local Agency shall pay 10 percent.

4. WORK CHANGES

In the event it is determined that a change from the statement of work to be performed by the Company, as outlined in the detailed estimate, Exhibit "C", is required, it shall be authorized only by an amendment to this agreement executed prior to the performance of the work involved in the change.

In the event it is found that the work has not changed from the said statement of work to be performed by the Company, but the estimated amount in this agreement is less than the actual cost of performing the work, then an increase in eligible reimbursement will be allowed to the extent of such actual cost without an amendment in accordance with Section 3 of this Agreement and Article 12 of the Standard Clauses, Exhibit "A".

5. MAINTENANCE

The grade crossing signal system provided for in this agreement shall be maintained and operated by the Company upon completion of its installation. The obligation to maintain said signal system shall continue in accordance with the law of the State as it shall be from time to time in the future.

6. **FUTURE REMOVAL**

The signal system provided for in this agreement shall not be removed unless there has been a determination by the State that said signal system is no longer required at this location. If the signal system is to be removed, the Company shall notify the State of their pending removal. Upon request of the State, the Company shall reinstall said signal system at some other crossing within the State on the Company's tracks. The location and division of cost of such relocation shall be agreed upon between the Company and the State prior to such removal.

In the event that either railway or highway improvements will necessitate a rearrangement of the signal system at said crossing, the party whose improvement causes said changes will bear the entire cost of the same without obligation to the other.

7. **DETOURS AND WORK ZONE TRAFFIC CONTROL**

If there is a need for a road detour in connection with the installation of said signal system, it shall be the Local Agency's responsibility to set up the road detour and detour signing. It is understood that the Company shall coordinate any necessary road detour with the Local Agency prior to the starting date. The Local Agency shall bear all costs involved in setting up the road detour.

If a road detour is not feasible, the Local Agency shall furnish, erect and maintain all necessary traffic control devices required to provide safe movement of vehicular traffic through the project area during the entire period from the beginning of construction to the final completion thereof. Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability. The Local Agency shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed or otherwise fail to stabilize the barricades.

8. SIGNING AND PAVEMENT MARKINGS

Subsequent to the installation of said signal system, the Local Agency agrees to install or have installed, as may be needed, appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD). The Local Agency agrees to install said signs using retroreflective sheeting types and qualified products used for permanent signs, marker and delineators, Type IX or better found at <http://www.dot.state.mn.us/products/signing/sheeting.html>. The Local Agency also agrees to remove signs that are no longer needed as a result of said signal installation.

9. ASSIGNMENT OF RECEIVABLES

Any party to this agreement may assign any receivables due them under this agreement, provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this agreement.

The remainder of this page intentionally left blank.

AGREEMENT NO. 92670

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

CITY OF EAST GRAND FORKS

BNSF RAILWAY COMPANY

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**STATE OF MINNESOTA
Recommended for Approval:**

Commissioner of Transportation

By: _____
Manager, Railroad Administration Section

By: _____
Director, Freight and Commercial Vehicle
Operations

Dated: _____

Dated: _____

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Dated: _____

MAPS: _____

**APPROVED:
Department of Administration**

By: _____
Authorized Signature

Dated: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS
April 11, 2008

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

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 here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

The provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

The State will reimburse the Company for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Company with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Company within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Company's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Company, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. All work will be inspected within 120 days from receipt of the final invoice. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Company will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the company is

in excess of the actual cost determined by audit, the Company, upon notice from the State, will within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Company is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.

g. All invoices shall be addressed as follows:

Mn/DOT Office of Freight and Commercial Vehicle Operations
M.S. 470, Rail Administration Section
395 John Ireland Boulevard
St. Paul, MN 55155-1899

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company and/or Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company and/or Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

If it appears to the Company, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Company must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Company prior to receiving notice to proceed may not be reimbursed by State. State's maximum obligation under this Agreement will not exceed 120% of the estimated cost, except by a fully-executed amendment to this Agreement.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Company's completion of the construction required under this Agreement.

14. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

15. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

16. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

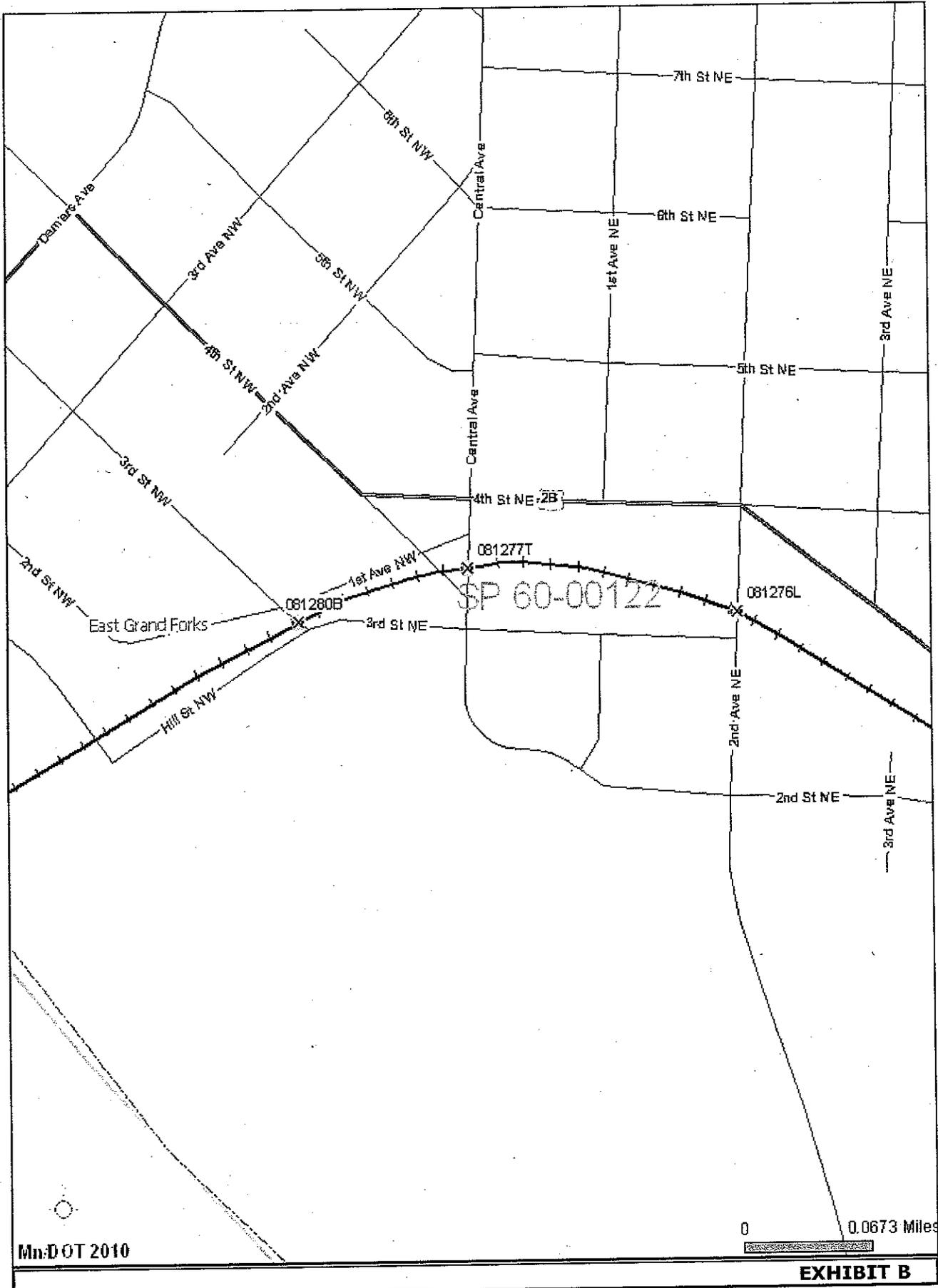
Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



MnDOT 2010

0 0.0673 Miles

EXHIBIT B

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 STATE OF MINNESOTA

LOCATION EAST GRAND FORKS

DETAILS OF ESTIMATE

PLAN ITEM: PS1081277T

VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL CONSTANT WARNING AND FLASHER WITH GATES AT 4TH AVES/CENTRAL AVE. IN EAST GRAND FORKS, MN. TWIN CITIES DIV., GRAND FORKS SUBDIV., L/S 32, M.P. 106.7, DOT # 081277T

MONTHLY POWER UTILITY COST CENTER : 61740

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD. THIS ESTIMATE IS GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

REVISED TO NEW PRICING LIST 09/04/03

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY. THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

***** SIGNAL WORK ONLY *****

THE STATE OF MINNESOTA IS FUNDING THIS PROJECT 100%.

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

ELECTRICAL LABOR F/POWER TRANS SYS	54.0 MH	1,421	
SIGNAL FIELD LABOR - CAP	672.0 MH	17,513	
SIGNAL SHOP LABOR - CAP	64.0 MH	1,684	
PAYROLL ASSOCIATED COSTS		14,198	
EQUIPMENT EXPENSES		6,421	
DA LABOR OVERHEADS		22,155	
INSURANCE EXPENSES		3,244	
		<hr/>	
TOTAL LABOR COST		66,636	66,636

MATERIAL			

BATTERY	1.0 LS N	9,195	
BUNGALOW 6X6	1.0 EA N	8,612	
BUNGALOW MATERIAL	1.0 LS N	7,020	
CABLE	1.0 LS N	7,515	
CHARGERS	1.0 LS N	1,020	
CONDUIT, PVC 4", SCH 80	80.0 FT N	280	
CONSTANT WARNING	1.0 EA N	28,161	
FIELD MATERIAL	1.0 LS N	4,985	
FOUNDATION, CONCRETE	2.0 EA N	550	
GATE KEEPER	2.0 EA N	3,692	
GATE MECHANISM	2.0 EA N	14,926	
LED LIGHT ADJUSTMENT	10.0 EA N	2,410	
LED LIGHT GATE KIT	2.0 EA N	794	
LIGHT OUT DETECTOR	1.0 EA N	946	
MATERIAL FOR ELECTRICAL RECORDER	1.0 EA	1,500	
RECORDER	1.0 EA N	3,135	
SHUNT, NBS	2.0 EA N	1,890	
SIDELIGHT ASSY, W/CANT., 1-WAY	1.0 EA N	916	
TELLULAR DEVICE	1.0 EA N	2,600	
MATERIAL HANDLING		75	
USE TAX		7,772	
OFFLINE TRANSPORTATION		1,250	
		<hr/>	
TOTAL MATERIAL COST		109,244	109,244



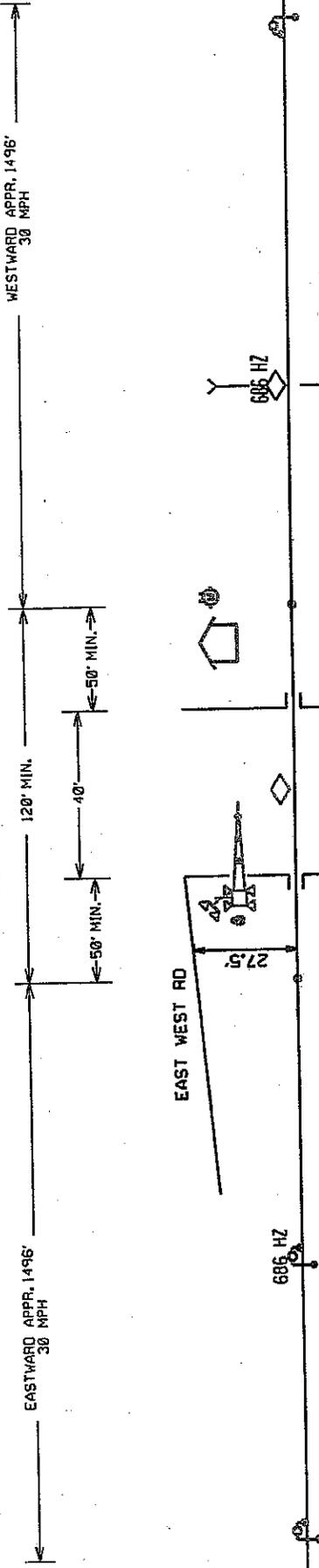
OTHER

AC POWER SERVICE	1.0 EA	5,000	
CONTRACT ENGR.	1.0 LS N	6,000	
CONTRACT SIGNS/CONES	1.0 LS N	2,000	
FILL DIRT	60.0 CY N	1,500	
SURFACE ROCK	10.0 CY N	250	
		<hr/>	
TOTAL OTHER ITEMS COST		14,750	14,750
			<hr/>
PROJECT SUBTOTAL			190,630
CONTINGENCIES			19,063
BILL PREPARATION FEE			2,097
			<hr/>
GROSS PROJECT COST			211,790
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			211,790

The Burlington Northern & Santa Fe Railway Company

TO CASS LAKE

TO DL SWITCH



4TH AVENUE
CENTRAL AVE.
DOT # 081 277 T

INSTALL: GATES & FLASHERS
CONTROL DEVICES: CONSTANT WARNING

BOLO - IN

FLASHERS - OUT

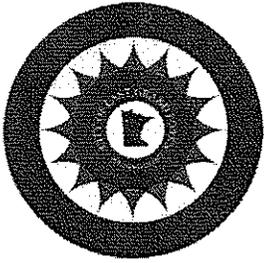
SALVAGE: NONE

	INSTRUMENT HOUSE
	BELL
	METER
	CROSSING CONTROL CONNECTIONS
	BIDIRECTIONAL CROSSING CONTROL
	UNIDIRECTIONAL CROSSING CONTROL
	COUPLER OR TERMINATION
	GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12'
Edge of Road to C.L. Foundation:
Min. 4'3" with curb.
Min. 8'3" without curb.
Max. 12'
House Clearance:
25' Min. to Near Rail
30' Min. to Edge of Road
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.
LOCATION: E. GRAND FORKS, MN
STREET: 4TH AVENUE
LS: 0032
M.P. 106.7
DOT # 081 277 T
DIVISION: TWIN CITIES
SUBDIVISION: GRAND FORKS
KANSAS CITY
NO. SCALE
DATE: 07/09/2010
FILE: 0032106.70.dgn
CRO

EXHIBIT C



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

APPLICATION FOR SPECIAL EVENT

License Fee: 0

Organization Information	
<u>Northern Plains HDSA</u>	<u>218-773-3569</u>
Organization Name	Organization Phone Number
<u>P.O. Bx 595</u>	<u>EGF MN 56721</u>
Organization Address	City State Zip

Applicant Information	
<u>Terry Fore</u>	<u>7733569</u>
Applicant Name	Applicant Phone Number
<u>715 8th ST SE</u>	<u>EGF MN 56721</u>
Applicant Address	City State Zip

Special Event Information		
<u>9/11/10</u>	<u>9 AM</u>	<u>12 N</u>
Date of Event	Start Time	End Time
<u>5K Run Walk</u>		
Explanation of Event		
Route/Area of Event (include map)		
<u>None</u>		
Special Requests (Staff, Road Closures, Etc)		

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Terry Fore
Signature of Applicant

Terry Fore
Print Name

9/13/10
Date

President
Title

City of East Grand Forks Map



South Ped. Bridge

Turn around by Peabody's

City of East Grand Forks
Application for Special Event

Internal Use Only

The following items need to be completed and/or attached in order for the application to be processed:

*Application fee paid in full: yes no n/a
Payment Type: cash check # _____ Receipt # _____

*Application completed in full and signed: yes no

*Map of route is provided: yes no

*Copy of voluntary waiver of liability agreement for participants: yes no n/a

*Event Sponsor – Release & Indemnification Agreement: yes no

*MnDot (if applicable): approved denied n/a

*Appropriate Staff: approved denied n/a

Notes: _____

Staff Signature: _____ Date: _____

*Council Approval ___/___/___ approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID IH

DATE (MMDDYYYY)

08/03/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John Buttine, Inc 33 East 33rd St., 5th Floor New York NY 10016 Phone: 212-697-1010 Fax: 212-986-2822	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
PRODUCER CUSTOMER ID #: 9HUNT02		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Huntington's Disease Society 505 8th Avenue, Suite 902 New York NY 10018	INSURER A: Philadelphia Insurance Company	23850
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

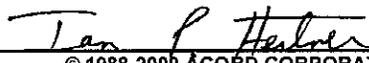
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK498125	11/16/09	11/16/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			INCLUDED	11/16/09	11/16/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB290598	11/16/09	11/16/10	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance for the Northern Plains Affiliate Team Hope Walk-HD 5K Run/Walk on September 11, 2010 at Grand Forks Park District, 120 Euclid Ave., Grand Forks, ND 58201.

CERTIFICATE HOLDER**CANCELLATION**

Grand Forks Park District 120 Euclid Avenue Grand Forks ND 58201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ACORD 25 (2009/09)

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Northern Plains HDSA Walk/Run
-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
CITY OF EAST GRAND FORKS, MINNESOTA

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT
SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on the City of East Grand Forks' property:

5K Run / Walk

Special Events Holder hereby acknowledges, represents, and agrees as follows:

A. We understand that the above described activities are or may be dangerous and do or may involve risks or injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here)

[Handwritten initials]

B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of East Grand Forks, on a form approved by the City of East Grand Forks.

Participant Release and Indemnification required? YES NO

(Special Events Holder initials here)

[Handwritten initials]

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of East Grand Forks, for the duration of the above described activities.

(Special Events Holder initials here)

[Handwritten initials]

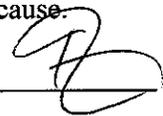
D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.

(Special Events Holder initials here) _____ 

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of East Grand Forks, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.

(Special Events Holder initials here) _____ 

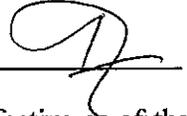
F. We further agree to defend, indemnify and hold harmless the City of East Grand Forks, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against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

(Special Events Holder initials here) _____ 

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of East Grand Forks, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder initials here) _____ 

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder initials here) _____ 

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder initials here) _____ 

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name _____

Title _____

Signature _____

Date _____

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name _____

Title _____

Signature _____

Date _____

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held July 15, 2010 at 7:00 A.M.

Present: Quirk, Ogden, Tweten

Absent: Brickson

It was moved by Commissioner Ogden second by Commissioner Tweten that the minutes of the previous meeting of July 1, 2010 be approved as read.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Ogden that the bills and payroll be allowed as recommended and the Secretary issue checks in the amount of \$1,042,094.82.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the quote from Construction Engineers for the Sugar Hills substation shield mast foundation repair in the amount of \$13,600.00.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the Chamber's request to provide complimentary electricity for the Cats Incredible event.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve Clear Channel Radio's request to provide complimentary electricity for the Bikes and Bites Motorcycle event on July 22.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Ogden that the meeting be adjourned to August 5, 2010 at 5:00 P.M.

Voting Aye: Quirk, Ogden, Tweten

Voting Nay: None

Lori Maloney
Sec'y

RESOLUTION NO. 10 – 08 - 89

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>
7-27-10	43736	Tommy Gate, Cab Protector, and Light Bar	\$627.23
7-27-10	43737	Spray on bed liner	\$467.19

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 \$1,094.42 on check number 7113 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 August 17, 2010.

Voting Aye:
Voting Nay: None.
Abstain: Gregoire.

The President declared the resolution passed.

Passed: August 17, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17th of August, 2010.

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>
7-27-10	43736	Tommy Gate, Cab Protector, and Light Bar	\$627.23
7-27-10	43737	Spray on bed liner	\$467.19

- 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 August 17, 2010.

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. 10 – 08 – 90

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 7157 for a total of \$1,180.15.

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

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$1,180.15 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 August 17, 2010.

Voting Aye:
Voting Nay: None.
Absent:

The President declared the resolution passed.

Passed: August 17, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17th of August, 2010.

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 7157 for a total of \$1,180.15.
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 August 17, 2010.

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.

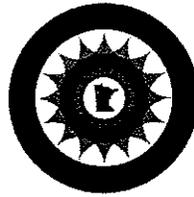
Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: ejohnson
 Printed: 8/12/2010 - 2:56 PM



City of East Grand Forks

#9

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
7104	08/17/2010	ADV001	Advanced Business Methods Inc	178.59	0
7105	08/17/2010	ALT004	Altru Health Systems	63.00	0
7106	08/17/2010	AME002	American Tire Service	4,896.74	0
7107	08/17/2010	AME005	Ameripride Linen & Apparel Services	325.83	0
7108	08/17/2010	APO001	Apollo Electric Inc	900.36	0
7109	08/17/2010	AQU001	Aqua Water Solutions	50.35	0
7110	08/17/2010	AUT001	Auto Glass & Aftermarket Inc	368.23	0
7111	08/17/2010	BAR005	Barnes Distribution	552.81	0
7112	08/17/2010	BEC001	Becker Arena Products Inc	547.54	0
7113	08/17/2010	BER001	Bert's Truck Equipment	1,094.42	0
7114	08/17/2010	BRI004	Brians Flooring	4,663.64	0
7115	08/17/2010	BRI003	Brite-Way Window Cleaning	50.00	0
7116	08/17/2010	BRU001	Jay Bruce	60.00	0
7117	08/17/2010	BUS002	Business Essentials	81.62	0
7118	08/17/2010	BYD001	Bydal Designs	192.37	0
7119	08/17/2010	C&R001	C&R Laundry & Cleaners	391.47	0
7120	08/17/2010	CAB001	Cabela's Retail	249.97	0
7121	08/17/2010	CAN001	Canon Financial Services	167.10	0
7122	08/17/2010	CAR002	Carquest Auto Parts	306.53	0
7123	08/17/2010	CAS001	Michael Casteel	57.70	0
7124	08/17/2010	CLE001	Clear Channel Communications	550.30	0
7125	08/17/2010	CMI001	CMI Inc	55.16	0
7126	08/17/2010	COM002	Commercial Printing	679.72	0
7127	08/17/2010	COM003	Complete Pest Control Inc	80.16	0
7128	08/17/2010	CUS002	Custom Stripes Inc	1,140.00	0
7129	08/17/2010	DAK006	Dakota TV & Appliance	665.54	0
7130	08/17/2010	GAR002	David J Garry	731.03	0
7131	08/17/2010	DRA001	Mark Dragich	57.96	0
7132	08/17/2010	EGE001	Marilyn Egeland	25.00	0
7133	08/17/2010	EME004	Emergency Automotive Technologies	28.69	0
7134	08/17/2010	ENV002	Environmental Equipment	373.53	0
7135	08/17/2010	ENV001	Environmental Resource Association	107.00	0
7136	08/17/2010	EXP003	Explorer Post #38	50.00	0
7137	08/17/2010	EXP002	Exponent	557.50	0
7138	08/17/2010	FAR002	Far From Normal	95.00	0
7139	08/17/2010	FIL001	Filter Care	443.56	0
7140	08/17/2010	G&K001	G&K Services	134.38	0
7141	08/17/2010	GAF001	Gaffaneys	100.67	0
7142	08/17/2010	GAL003	Galstad Jensen & McCann PA	5,953.15	0
7143	08/17/2010	GAR001	Garden Hut Inc	323.16	0
7144	08/17/2010	GER001	Gerrells Sport Center	317.13	0
7145	08/17/2010	GFC001	GF City Utility Billing	13,467.90	0
7146	08/17/2010	GFF001	GF Fire Equipment	1,939.95	0
7147	08/17/2010	GFH002	GF Herald	1,737.26	0
7148	08/17/2010	GFW001	GF Welding & Machine	19.44	0
7149	08/17/2010	GGF001	GGF Convention & Visitors Bureau	1,316.84	0
7150	08/17/2010	GOP002	Gopher State Lawn Sprinklers	76.20	0
7151	08/17/2010	GRA004	Grand Cities Towing	100.00	0
7152	08/17/2010	GRA008	Grand Forks City	62,169.00	0
7153	08/17/2010	GRA003	Cody Grassel	606.86	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
7154	08/17/2010	GUS001	Randy Gust	46.00	0
7155	08/17/2010	HAD001	Deb Hadden	50.00	0
7156	08/17/2010	HAI002	Rick Hajicek	285.00	0
7157	08/17/2010	HAR001	Hardware Hank	1,180.15	0
7158	08/17/2010	HAW001	Hawkins Chemical	1,209.82	0
7159	08/17/2010	HEA001	Heartland Paper	203.46	0
7160	08/17/2010	HUG001	Hugo's	62.92	0
7161	08/17/2010	IND002	Indigo Signworks	3,272.85	0
7162	08/17/2010	INT003	Integra Telecom	177.79	0
7163	08/17/2010	INV001	Inventory Trading Company	343.75	0
7164	08/17/2010	DAY001	Jolanda Streifel	36.30	0
7165	08/17/2010	KEI001	Keith's Security World	93.38	0
7166	08/17/2010	KEL001	Kellermeyer Building Service	2,671.88	0
7167	08/17/2010	KEL003	Kelly Services	420.00	0
7168	08/17/2010	LAB001	Lab Safety Supply	651.61	0
7169	08/17/2010	LAR008	Gary Larson	81.02	0
7170	08/17/2010	LOC001	Locators & Supplies Inc	693.61	0
7171	08/17/2010	LUM001	Lumber Mart	50.22	0
7172	08/17/2010	M&K001	M&K Porta Potties	420.00	0
7173	08/17/2010	M&W001	M&W Services	218.03	0
7174	08/17/2010	MEN001	Menards	17.90	0
7175	08/17/2010	MER001	Meritcare	58.50	0
7176	08/17/2010	MPO001	Metropolitan Planning Organization	2,948.71	0
7177	08/17/2010	MID003	Midcontinent Communications	797.47	0
7178	08/17/2010	MNM002	MN Municipal Utilities Assoc	29.00	0
7179	08/17/2010	MNP004	MN Public Facilities Authority	234,387.66	0
7180	08/17/2010	MON001	Monarch Travel & Tours	2,307.20	0
7181	08/17/2010	NEW001	Newman Signs	1,580.00	0
7182	08/17/2010	NOR016	Northland Maintenance & Constructio	220.00	0
7183	08/17/2010	NWA001	Northwest Asphalt Maintenance Inc	14,700.00	0
7184	08/17/2010	ORE001	O'Reilly Auto Parts	1,323.53	0
7185	08/17/2010	OPP001	Opp Construction	3,550.00	0
7186	08/17/2010	PAM001	Pamida	108.69	0
7187	08/17/2010	PET001	Peterson Veterinarian Clinic P.C.	714.05	0
7188	08/17/2010	POL002	Polk County Auditor Treasurer	28,864.00	0
7189	08/17/2010	POL009	Polk County DAC	15.03	0
7190	08/17/2010	PRA001	Praxair Distribution	212.40	0
7191	08/17/2010	PRE001	Premium Waters Inc	60.62	0
7192	08/17/2010	PRO001	ProDataPlus.com	19.19	0
7193	08/17/2010	QUI001	Quill Corp	150.46	0
7194	08/17/2010	RAI001	Railroad Mgmt Co III LLC	499.15	0
7195	08/17/2010	RDJ001	RDJ Specialties Inc	202.07	0
7196	08/17/2010	RIC001	James Richter	122.76	0
7197	08/17/2010	RIV003	River Cinema & Ultima Bank	150,000.00	0
7198	08/17/2010	RYA003	John Ryan	126.00	0
7199	08/17/2010	RYD001	Rydell Chevrolet	108.19	0
7200	08/17/2010	SCH003	Karen Schiller	229.33	0
7201	08/17/2010	SLE001	Llyod Slette	43.72	0
7202	08/17/2010	STA004	Lynn Stauss	50.00	0
7203	08/17/2010	STR004	Strategic Insights Inc	721.41	0
7204	08/17/2010	STR003	Streichers	635.34	0
7205	08/17/2010	STU001	Stuart's Towing	53.44	0
7206	08/17/2010	SUN002	Sun Dot Communications	138.49	0
7207	08/17/2010	SUR001	Surplus Center	71.38	0
7208	08/17/2010	CHA001	The Chamber of EGF/GF	20.00	0
7209	08/17/2010	TIT002	Titan Access Account	371.70	0
7210	08/17/2010	TON001	Tony Dorn Inc	143.54	0
7211	08/17/2010	TRU001	True Temp	82.50	0
7212	08/17/2010	TWO001	Two Rivers Auto Sales	200.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
7213	08/17/2010	ULT001	Ultramax	570.00	0
7214	08/17/2010	UNI004	University of Minnesota	160.00	0
7215	08/17/2010	UPS001	UPS	11.36	0
7216	08/17/2010	VAL002	Valley Truck	48.49	0
7217	08/17/2010	VIL001	Vilandre Heating & A/C	1,027.18	0
7218	08/17/2010	WAS001	Waste Mgmt	33,084.61	0
7219	08/17/2010	WAT001	Water & Light Department	48,694.88	0
7220	08/17/2010	WAT002	Water Environment Federation	105.00	0
7221	08/17/2010	WIL002	Wilbur-Ellis	367.00	0
7222	08/17/2010	XER001	Xerox Corporation	21.79	0
				<hr/> <hr/>	
Check Total:				651,241.89	
				<hr/> <hr/>	