

City of Minot

City Attorney
John P. Van Grinsven III

February 16, 2010

Nevin Van de Streek
Attorney at Law
Heritage Place – Suite 200
201 South Main
Minot ND 58701

Nevin Van de Streek
10103 Chestnut Circle North
Brooklyn Park, MN 55443

RE: LaVerne Mikkelson

Dear Nevin:

As you are well aware, there has been a fairly extensive and lengthy history regarding certain property either owned or rented by Mr. Mikkelson near the Minot city lagoon system. Over the years various sums have been paid to Mr. Mikkelson based upon his assertions that damages were sustained to some of the crops on these properties. Most recently, a claim for approximately \$11,000.00 was paid to Mr. Mikkelson for the year 2008.

In a number of our discussions and written correspondence, the City has indicated a desire to possibly control this situation by establishing a specific sum which might be paid to Mr. Mikkelson in an effort to prevent this yearly controversy. Specifically, the City would like to be in a position to budget for this matter in the upcoming years and to have a yearly figure which would be consistent and specific. After speaking with the appropriate City personnel, the City would propose that consideration be given by the parties to the option of Mr. Mikkelson leasing without costs the rented property in this matter, and with the added provision that the City will pay the sum of \$5,000.00 per year until expiration of the lease. This agreement would further provide that Mr. Mikkelson will submit no future claims for damages to the City. Recognizing that the yearly rental is \$6,558.68, the inclusion of the \$5,000.00 per year liquidated damages would therefore total approximately \$11,000.00 per year. This proposal, if acceptable, would be subject obviously to ultimate approval by the Minot City Council.

*Approx 5 yrs
of the rental
lease*

Personnel with the City of Minot have a strong desire to try to resolve this matter and avoid what is becoming a yearly dilemma. These factors serve as the basis for the above-recited proposal. However, please be advised that in the event these circumstances cannot be amicably resolved by the parties, the City will be requiring sufficient proof for the establishment of any alleged damages in the future years. In these respects, the City would anticipate that this might necessitate factors such as photographs, the opportunity

* The Magic City *

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for personal inspections, and/or the taking of soil samples to be submitted for analysis and determination that the city lagoons are the cause of the alleged damage and crop losses.

As stated in previous written correspondence, please be advised that the above options and considerations are being submitted to Mr. Mikkelson pursuant to Rule 408 of the North Dakota Rules of Evidence, and in no way acknowledge or admit specific liability on the part of the City at this time. Finally, inasmuch as the City is unaware of any substitute counsel retained by Mr. and Mrs. Mikkelson subsequent to January 1, 2010, information contained in this written correspondence is being forwarded to Attorney Van de Streek through his possible and continued representation of the Mikkelson's, or in the alternative, with the expectation and request that this correspondence be forwarded to the Mikkelson's, or their substitute counsel, if he is not, in fact, representing them.

The City thanks you in advance for your cooperation and assistance in the consideration of this information, and would urge you to feel free to contact the undersigned at any time should you have any further questions or comments following receipt of this written correspondence.

Sincerely,

A handwritten signature in black ink that reads "John P. Van Grinsven III". The signature is written in a cursive style with a large, looping initial "J".

John P. Van Grinsven III

JPVG:njs
cc: Cindy Hemphill
David Waind