

**AGENDA  
CITY COUNCIL  
CITY OF EAST GRAND FORKS  
SEPTEMBER 6, 2011  
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 may be 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 16, 2011.
2. Consider approving the minutes of the “Special Meeting & Work Session” for the East Grand Forks, Minnesota City Council of August 30, 2011.

**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 approving the Parade Permit for the Midwest Shrine Association – KEM Shriners on August 8, 2012 from 6:30 p.m. to 9:00 p.m. and August 11, 2012 from 10:30 am to 1:00 pm pending MnDot approval.
4. Consider approving the application for a Block Party for 18<sup>th</sup> Ave. SE on September 17, 2011 from 2:00 pm to 12:00 am.
5. Consider approving the application for a Block Party for 5<sup>th</sup> Ave. SE on September 24, 2011 from 5:00 pm to 11:30 pm.

6. Consider approving the application for a Special Event for Altru Cancer Center, Tour de Forks bike ride/walk/run on September 11, 2011 from 1:00 p.m. to 3:00 p.m.
7. Consider approving the application for a Special Event for Northern Plains HD, walk/run on September 24, 2011 from 8:00 a.m. to 12:00 p.m.
8. Consider approving the application for an Exempt Gambling Permit for a raffle for Red River Lions to be held November 17, 2011 at the American Legion Club, 1009 Central Ave NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
9. Consider adopting Resolution No. 11-09-73 a Resolution approving the 2012 Safe Routes To School Bygland Road Sidewalk grant funding for 2012 City Project No. 3, order improvements and preparation of plans and specifications and ask GF-EGF MPO to program project in the 2012-2015 TIP.
10. Consider adopting Resolution No. 11-09-74 a Resolution amending corporate authorization to ACH origination and for online banking.
11. Consider adopting Resolution No. 11-09-75 a Resolution authorizing or reauthorizing membership in the 4M Fund.
12. Consider adopting Resolution No. 11-09-76 a Resolution approving Lease Agreement No. 11874 between the City of East Grand Forks and the Department of Natural Resources, Region 1 commencing on December 1, 2011 and continuing through November 30, 2013 to rent approximately 1,250 square feet of shop and storage space in the northeast quarter of the building known as South Point Fire Hall located at 243 5<sup>th</sup> Avenue SE.
13. Consider approving the Civic Recreation Center and VFW Memorial Arena Lease Agreement between the City of East Grand Forks and the Independent School District No. 595 for \$93,500 for the 2011-2012 school year.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

14. Regular meeting minutes of the Water, Light, Power and Building Commission for August 4, 2011.

**COMMUNICATIONS:**

15. Consider approving the successful completion of the six month probationary period of Ryan Swang, Fire Fighter, in the East Grand Forks Fire Department.

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

16. Consider adopting Resolution No. 11-09-77 a Resolution approving the 2011 tax levy collectable in 2012 for a total amount of \$3,075,679 and set the Truth in Taxation Hearings for December 6, 2011 at 7:00 p.m. with a continuance hearing December 20, 2011, at 7:00 p.m. if necessary.

17. Consider adopting Resolution No. 11-09-78 a Resolution to approve the 2012 preliminary budget.
18. Consider adopting Ordinance No. 2 - 4th Series, an Ordinance of the City of East Grand Forks, Minnesota, amending City Code Section, Table of Special Ordinances, Table 1. Entitled "Franchise" by extending the term of the franchise to the East Grand Forks Water and Light Department pursuant to City Code Title V, Chapter 50, Section 50.04 entitled "Electric Energy Franchise" to December 31, 2015; and by adopting by reference City Code Chapter 1. and Section 10.99 which among other things, contain penalty provisions. (2<sup>nd</sup> Reading)

**CLAIMS:**

19. Consider adopting Resolution No. 11-09-79 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 10540 for a total of \$98.12 whereas Council Member Gregoire is personally interested financially in the contract.
20. Consider adopting Resolution No. 11-09-80 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 10581 for a total of \$1,151.04 whereas Council Member Buckalew is personally interested financially in the contract.
21. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**ADJOURN:**

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, AUGUST 16, 2011 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for August 16, 2011 was called to order by Council President Buckalew 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 Craig Buckalew, Council Vice President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Teri Kouba, Transit; Jerry Lucke, Finance Director; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

**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.*

Mr. Froemke and Mr. Collinson, American Crystal Union Representatives, asked City Council for a letter to both parties, American Crystal Sugar and the Union, to come to the table to negotiate. City Council encourages both parties to come to an agreement as American Crystal Sugar is an important industry. City Council will suspend rules.

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of August 2, 2011.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of August 9, 2011.

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

*Voting Aye: Gregoire, Pokrzywinski, DeMers, Vonasek, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: Leigh.*

**SCHEDULED BID LETTINGS:**

3. Consider adopting Resolution No. 11-08-64 a Resolution accepting and awarding the bid for improvement of 2011 City Project No. 2 – Transportation Enhancement Sidewalk Project to Tony Anderson Construction for a total amount of \$348,748.84.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 11-08-64 A RESOLUTION ACCEPTING AND AWARDING THE BID FOR IMPROVEMENT OF 2011 CITY PROJECT NO. 2 – TRANSPORTATION ENHANCEMENT SIDEWALK PROJECT TO TONY ANDERSON CONSTRUCTION FOR A TOTAL AMOUNT OF \$348,748.84.**

Mr. Bail announced that this project was \$64,000 over the estimate to the City. He stated that Mr. Tasa got the City an additional \$75,000 toward the project.

*Voting Aye: Gregoire, Pokrzywinski, DeMers, Vonasek, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: Leigh.*

**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.*

4. Consider adopting Resolution No. 11-08-66 a Resolution to enter an agreement with the State of Minnesota from January 1, 2012 to December 31, 2012 to provide 15% of the total operating costs for the Paratransit service and up to 20% of the total capital costs.
5. Consider adopting Resolution No. 11-08-67 a Resolution to enter an agreement with the State of Minnesota from January 1, 2012 to December 31, 2012 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 POKRZYWINSKI, SECONDED BY COUNCIL**

**MEMBER DEMERS, TO APPROVE CONSENT MOTIONS NUMBER FOUR (4) THROUGH FIVE (5) AS SUBMITTED.**

*Voting Aye: Gregoire, Pokrzywinski, DeMers, Vonasek, Buckalew, and Tweten.*

*Voting Nay: None.*

*Absent: Leigh.*

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

6. Regular meeting minutes of the Water, Light, Power and Building Commission for July 21, 2011.

**COMMUNICATIONS:**

7. Acknowledging the retirement of Jerry Lucke effective August 19, 2011 and “Thank” him for his years of dedicated service to the City of East Grand Forks.

Mr. Lucke thanked the City Council and staff. Council Members thanked Mr. Lucke for stepping in and for always keeping the door open.

**OLD BUSINESS: NONE.****NEW BUSINESS:**

8. Consider adopting Resolution No. 11-08-68 a Resolution establishing the Municipal State Aid Highways adding 15<sup>th</sup> Street NE.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 11-08-68 A RESOLUTION ESTABLISHING THE MUNICIPAL STATE AID HIGHWAYS ADDING 15<sup>TH</sup> STREET NE.**

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

*Voting Nay: None.*

9. Consider adopting Resolution No. 11-08-69 a Resolution amending the Figure Skating fees for the 2011-2012 skating season.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 11-08-69 A RESOLUTION AMENDING THE FIGURE SKATING FEES FOR THE 2011-2012 SKATING SEASON.**

Mr. Aker announced that he added a fee for tots syncro and basic boys.

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

*Voting Nay: None.*

10. Consider approving the quote from Morgan Printing for \$20,275.50 to print, bind, and deliver 1250 copies of the East Grand Forks 125<sup>th</sup> Anniversary book Everyone Has a Story...Everyone is a Story.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE QUOTE FROM MORGAN PRINTING FOR \$20,275.50 TO PRINT, BIND, AND DELIVER 1250 COPIES OF THE EAST GRAND FORKS 125<sup>TH</sup> ANNIVERSARY BOOK EVERYONE HAS A STORY...EVERYONE IS A STORY.**

Discussion occurred regarding the status of the book and how many copies are needed.

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

*Voting Nay: None.*

11. Consider approving the quote from Electric Pump for an estimated cost of \$39,308.00 for repairs to lift station #1.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE THE QUOTE FROM ELECTRIC PUMP FOR AN ESTIMATED COST OF \$39,308.00 FOR REPAIRS TO LIFT STATION #1.**

Council Member Tweten asked the condition of the other pumps. Mr. Wachter stated that they pull 3-4 pumps each year and he gave a brief update on the remaining pumps. He stated that it is a 6 week process for repairs.

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

*Voting Nay: None.*

12. Consider adopting Ordinance No. 2 - 4th Series, an Ordinance of the City of East Grand Forks, Minnesota, amending City Code Section, Table of Special Ordinances, Table 1. Entitled "Franchise" by extending the term of the franchise to the East Grand Forks Water and Light Department pursuant to City Code Title V, Chapter 50, Section 50.04 entitled "Electric Energy Franchise" to December 31, 2015; and by adopting by reference City Code Chapter 1. and Section 10.99 which among other things, contain penalty provisions. (1<sup>ST</sup> Reading)

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT ORDINANCE NO. 2 - 4TH SERIES, AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE SECTION, TABLE OF SPECIAL ORDINANCES, TABLE 1. ENTITLED "FRANCHISE" BY EXTENDING THE TERM OF THE FRANCHISE TO THE EAST GRAND FORKS WATER AND LIGHT DEPARTMENT PURSUANT TO CITY CODE TITLE V, CHAPTER 50, SECTION 50.04 ENTITLED "ELECTRIC ENERGY FRANCHISE" TO DECEMBER 31, 2015; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1. AND SECTION 10.99 WHICH AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS. (1<sup>ST</sup> READING)**

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

*Voting Nay: None.*

13. Consider approving the appointment of Karla J. Anderson to the position of Finance Director at a starting salary of \$71,691.15 (Step 3) beginning August 22, 2011.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE APPOINTMENT OF KARLA J. ANDERSON TO THE POSITION OF FINANCE DIRECTOR AT A STARTING SALARY OF \$71,691.15 (STEP 3) BEGINNING AUGUST 22, 2011.**

Mr. Huizenga gave an updated on the hiring process.

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

*Voting Nay: None.*

**CLAIMS:**

14. Consider adopting Resolution No. 11-08-70 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 10398 for a total of \$18.62 whereas Council Member Gregoire is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 11-08-65 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 10303 FOR A TOTAL OF \$522.71 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Leigh, Pokrzywinski, DeMers, Vonasek, Buckalew, and Tweten.*

*Voting Nay: None.*

*Abstain: Gregoire.*

15. Consider adopting Resolution No. 11-08-71 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 10440 for a total of \$1497.60 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. 11-08-71 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 10440 FOR A TOTAL OF \$1497.60 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

*Voting Aye: Gregoire, Leigh, Pokrzywinski, DeMers, Vonasek, and Tweten.*

*Voting Nay: None.*

*Abstain: Buckalew.*

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

3D Specialties	Telespar/Safety Glasses	\$819.52
4Imprint	Promotional Supplies	\$576.55

Acme Electric Companies	18 Volt Milwaukee Drill/Hoe/Blades/Trimmers	\$1,522.86
Advanced Business Methods Inc	Copier Contract	\$152.53
All Seasons Garden Center	Perennials	\$179.28
American Tire Service	Service Call #113 Damaged Tire/Flat Rpr/Tire Mounted	\$210.60
Ameripride Linen & Apparel Services	Linen Service	\$519.92
Aqua Water Solutions	5 Gallon Water & Deposit	\$91.35
Aquatic Technology Inc	Life Guard Chair Seat	\$138.62
Bagstad Bruce	Refund Columbarium	\$800.00
Barnes Distribution	Shop Supply	\$299.31
Batteries Plus	Battery	\$3.84
Becker Arena Products Inc	Poly sheets	\$495.03
Bert's Truck Equipment	Hyd Filter Head #136	\$18.62
Border States Electric Supply	Midget Fuse/Octron/Credit	\$92.96
Brite-Way Window Cleaning	July Window Cleaning/Riverwalk Center	\$60.00
Business Essentials	Supplies	\$143.61
Bydal Designs	Signs	\$141.07
C&R Laundry & Cleaners	Police Dept Dry Cleaning/Investigations/Patrol/FD	\$258.38
Canon Financial Services	Copier Maint	\$167.10
Carquest Auto Parts	Steering Hose #136	\$52.38
Cash Donald Scott	Dial-A-Ride July 2011	\$2,319.53
Central Landscape Supply	Rodent Guard	\$142.14
Chemsearch	Case Of Maxilube Grease	\$475.72
Clarke Mosquito Control Products	Insect Chemicals	\$271.06
Coalition of Greater MN Cities	Labor & Employee Relations Seminar	\$165.00
Cold Spring Granite Company	Marker (Hearn)	\$250.09
D&D Heating & Sheet Metal	AC Repair	\$83.29
Dakota Fence	Chaninlink Fence Installation	\$2,914.00
Dakota Fire Protection Inc	Annual Sprinkler & Backflow Inspection	\$310.00
Dakota TV & Appliance	Intall Cold Control/Service Call	\$191.76
David & Jennifer Hurst & GF Abstract	Lot Incentive/Hurst	\$5,000.00
DeMers Marc	CGMC Conference Expense Reimb/DeMers	\$255.74
Dietzler Lota	Fridge	\$150.00
DK Sports Products	Scoreboard Cable/Wire	\$360.00
EGF City Petty Cash Ckng	Reimb Petty Cash	\$2,585.73
EGF Police Petty Cash	Postage/Return Duty Vests	\$20.98
Essery Chad	Landscape Incentive	\$500.00
Exponent	12AJ1 PH Club Acres Addition	\$125.86
Farmers Elevator Co of Alvarado	Weed Blast	\$422.73
Flaherty & Hood PA	Labor Consultation Services	\$49.66
Forks Equipment	Weed Eater String Cutting Head	\$32.01
Fred Pryor Seminars/Career Track Returns	Seminar/Dale Gulbranson	\$99.00
G&K Services	Mats	\$243.09
Galstad Jensen & McCann PA	Galstad Fees	\$10,273.25

Garden Hut Inc	Oil Seals/V-Belts/Fuel Filters/Trimmer Line	\$1,941.55
Gerrells Sport Center	Baseballs/Line Up Books/Base Plugs	\$227.54
GF City Utility Billing	Landfill	\$13,140.45
GF Herald	EGF Pride	\$1,470.00
GF Welding & Machine	Bushings For #139/Weld T-Braces	\$208.97
Grand Cities Towing	Towing	\$60.00
Grand Forks Regional Airport Authority	GFRAA Terminal Grand Opening Dinner/Lynn Stauss	\$40.00
Greenberg Roofing	VFW Roof Repair	\$593.91
Grinde Josh & Nicole	New Construction Loan	\$5,000.00
Hajicek Rick	Cleaning 7/25-7/29	\$142.50
Hardware Hank	Rope/Fertilizer/Oil/Nursery Items/Misc supplies	\$1,497.60
Hawkins Chemical	O-Rings/Gaskets/Chlorine Cylinder	\$771.32
Heartland Paper	Cleaner/Kleenex/Tissue/Trailhead supplies	\$816.66
Hitch N Go	Equipment Snatch Block/Wheel Chucks	\$96.97
Home of Economy	Carburetor Parts/Tie-Down Ratchet	\$239.95
Hugo's	Food/Supplies	\$103.71
Huizenga Scott	CGMC Expense Reimb/DeMers Hotel	\$690.86
K&K Trucking Inc	Gravel / Sand	\$5,017.60
Kellermeyer Building Service	Monthly Services	\$1,603.13
Knopp Adam	Mileage Reimb to Fargo	\$79.92
Larson Paul	Cement Work/Re-Issue Ck 4583	\$111.00
Lithia Payment Processing	Fan Relay Module/Radiator Fan Assy/Water Pump	\$608.82
Lukkason Michael	Mendota Heights & St. Paul Expense Reimb	\$826.41
Lukkason Robert	St. Paul Expense Reimb	\$144.00
Lumber Mart	Screws/Caulk	\$41.58
M&W Services	Lawn Care/Mowing/Weed Control	\$833.54
Marco	Copier Maint/Fees	\$329.91
McDonald's of EGF	Prisoner Meals	\$54.80
McFarlane	HVAC Renovations	\$45,600.00
Menards	Chairs/Clips	\$162.93
MESERB Treasurer Keith Nelson	MESERB Membership Assesment	\$1,927.31
Metropolitan Planning Organization	Local Share/June 2011/Transit & Planning Services	\$8,420.61
MN Ice Arena Mgr's Association	Arena Manager Conference	\$250.00
MN Public Facilities Authority	Transportation & Clean Water Revolving Loan Fund	\$352,928.32
Myers Melanee	Landscaping Incentive	\$218.53
Newman Signs	Sign Rental/Cabelas	\$1,580.00
Norland Alissa	Reimburse Towing/Norland	\$120.00
Northern Safety Tech	Vertex Strobe Lights/Mount Kits/Map Light	\$282.64
Northland Custom Exteriors Inc	Tape & Texture Ceiling & Walls	\$920.00
O'Reilly Auto Parts	Inventory & Shop Tools	\$885.23
Odland Fitzgerald Reynolds & Harbott PLLP	First Appearances	\$60.00
Orchard Roger	8001 Gallons/Unleaded fuel/Oil	\$32,235.14
Paul Grzadzieleski	Stump Removal	\$100.00

PDQ Sanitary Services	Portable Toilet Rental	\$310.00
Peterson Veterinarian Clinic P.C.	July 2011 Pound Report	\$652.62
Pickard Nick	Mendota Height & St. Paul Expense Reimb	\$663.04
Prairie Wind BG Inc	Fuel Conditioner For Unleaded/Diesel Fuel Conditioner	\$794.08
Praxair Distribution	Cutting Torch Lighting Bug Lighter/Cylinder Rental	\$51.19
Premium Waters Inc	Water Service	\$67.62
Quill Corp	Office Supplies/Clasp Envelopes	\$191.99
Radio Shack Corporation	LED Indicator Lights & Wire	\$14.03
Railroad Mgmt Co III LLC	Sewer Pipeline Crossing/Rent	\$109.81
RDO Powerplan OIB	Mower Blades #196/Font Axle/Starter	\$2,381.93
RMB Environmental Lab Inc	Drain Tile Sample Secondary	\$33.00
Roto Rooter	Sanitary Swr Cleaning	\$14,335.00
Rydell Chevrolet	Credit/Door Pins & Bushing	\$185.52
Sandford Clinic Fargo Region	Lab/Ron Bubendorf/Robin Solem	\$42.00
SGC Horizon LLC	11CP2 Sidewalk Ped Ramp Imp	\$439.25
Simonson Lumber & Hardware	Split Rail Fence	\$266.70
Stennes Granite	Grave Digging (Stauss & Dietrich)	\$950.00
Stern Jerald & Laura	Landscaping Incentive	\$500.00
Strandell Warren	Book Project/Layout & Design	\$1,000.00
Sun Dot Communications	ADSL/CH/DSL/Sr. Center	\$126.99
SunSource	Seal Kit #139	\$149.20
The Retrofit Companies Inc	Electronic & Hazardous Waste	\$6,229.44
Tiger Direct.com	Camera For Yard Waste Site	\$37.87
Titan Access Account	Metric Bolts #171	\$5.30
Tristeel Manufacturing	Bearing & Pillow Blocks	\$149.86
Try-County Refrigeration	Service AC	\$260.00
US Foodservice Inc TM	Food	\$125.20
Valley Truck	Turn Signal Lights/Fuel Filters/Oil Filters	\$282.45
Vilandre Heating & A/C	Vacuum/Breakers	\$347.56
Waste Mgmt	Monthly Services	\$36,744.33
Water & Light Department	Monthly Services	\$42,204.92
Water Environment Federation	WEF Membership	\$108.00
WDAZ TV	Campground Promo	\$1,149.00
Winnelson	Kitchen Faucet	\$80.16
Xerox Corporation	Base Charge For June	\$61.06
Zavoral Paul	Replace Apron & Culvert	\$1,461.88
	Total	\$628,878.58

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

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

*Voting Nay: None.*

**SUSPENSION OF RULES:**

**A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GREGOIRE, TO SUSPEND RULES AND TO SUPPORT THE MAYOR AND CITY COUNCIL DRAFT A NEUTRAL LETTER TO BOTH PARTIES (AMERICAN CRYSTAL SUGAR & THE UNION) TO COME TO THE TABLE TO NEGOTIATE.**

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

*Voting Nay: None.*

**COUNCIL/STAFF REPORTS:**

Mayor Stauss stated that Heritage Days is this upcoming weekend. He announced that on September 8<sup>th</sup>, 2011, Jesse James and his posse is coming to town to rob the local banks for the 125<sup>th</sup> Anniversary of the City of East Grand Forks.

City Council and Mr. Huizenga welcomed Ms Anderson.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE AUGUST 16, 2011 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:47 P.M.**

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

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCI  
TUESDAY, AUGUST 16, 2011 – 5:00 PM**

**CALL TO ORDER:**

*The Closed Meeting of the East Grand Forks City Council for August 16, 2011 was called to order by Council President Buckalew at 5:50 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 Craig Buckalew, Council Vice President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Michelle French, Executive Assistant; 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.

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE AUGUST 16, 2011 CLOSED MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:24 P.M.**

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

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, AUGUST 30, 2011 – 5:00 PM**

**CALL TO ORDER**

*The Special Meeting of the East Grand Forks City Council for August 30, 2011 was called to order by Craig Buckalew, Council President 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 Craig Buckalew, Council Vice-President Wayne Gregoire, Council Members Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; 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; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

**DETERMINATION OF A QUORUM**

1. Consider adopting a Resolution No. 11-08-72 a Resolution authorizing the City Administrator to procure construction materials for Sherlock Forest Playground Reconstruction; and authorizing the City Administrator to reimburse non-profit organizations for labor services for the Sherlock Forest Playground Reconstruction.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 11-08-72 A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PROCURE CONSTRUCTION MATERIALS FOR SHERLOCK FOREST PLAYGROUND RECONSTRUCTION; AND AUTHORIZING THE CITY ADMINISTRATOR TO REIMBURSE NON-PROFIT ORGANIZATIONS FOR LABOR SERVICES FOR THE SHERLOCK FOREST PLAYGROUND RECONSTRUCTION.**

Mr. Huizenga provided copies of the Sherlock Forest quotes and materials list on what the City has received so far. Council President Buckalew announced that the new flooring material is going to be 6 inches deep rather than the required 4 inches.

*Voting Aye: Leigh, Pokrzywinski, Vonasek, Buckalew, Tweten, and Gregoire.*

*Voting Nay: None.*

*Absent: DeMers.*

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

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

Mr. Huizenga stated that Trimex required a down payment.

*Voting Aye: Leigh, Pokrzywinski, Vonasek, Buckalew, Tweten, and Gregoire.*

*Voting Nay: None.*

*Absent: DeMers.*

#### **ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO ADJOURN THE AUGUST 30, 2011 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:07 P.M.**

*Voting Aye: Leigh, Pokrzywinski, Vonasek, Buckalew, Tweten, and Gregoire.*

*Voting Nay: None.*

*Absent: DeMers.*

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, AUGUST 30, 2011 – 5:00 PM**

**CALL TO ORDER**

*The Work Session of the East Grand Forks City Council for August 30, 2011 was called to order by Craig Buckalew, Council President at 5:08 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 Craig Buckalew, Council Vice-President Wayne Gregoire, Council Members Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; 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; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

**DETERMINATION OF A QUORUM**

**1. Safe Routes to School – Nancy Ellis**

Ms Ellis stated that the City of East Grand Forks has been approved for the third Safe Routes to School Grant for \$193,000. Mr. Boppre announced that there were 82 applicants. Discussion occurred regarding signage. This item will be referred to City Council for action.

**2. Speed study on Bygland Road – Council Member Leigh**

Council Member Leigh stated that the City Council talked about increasing the speed of Bygland Road in the past and he suggested moving forward to increase the speed from 30 mph to 35 mph. Council Member Pokrzywinski and Chief Hedlund expressed their concern of the residential along Bygland Road. Council Member Pokrzywinski would like to get the residents opinions. Ms Ellis stated that the MPO could do a speed study. Chief Hedlund announced that this area will have more enforcement once school begins. Ms Ellis and Chief Hedlund will coordinate the speed study.

**3. Civic Recreation Center & VFW Memorial Arena Lease Agreement – Dave Aker**

Mr. Aker announced that the contract would remain the same. This item will be referred to City Council for action.

**4. Preliminary Budget – Scott Huizenga**

Mr. Huizenga gave a brief summary of the revenues, expenditures, and the general fund. Discussion occurred regarding setting the tax levy. Consensus was to go with a Preliminary Levy increase of 5%.

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE AUGUST 30, 2011 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:24 P.M.**

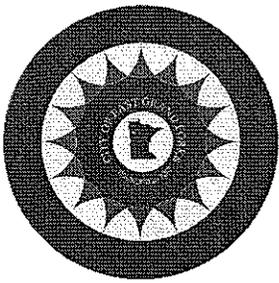
*Voting Aye: Leigh, Pokrzywinski, Vonasek, Buckalew, Tweten, and Gregoire.*

*Voting Nay: None.*

*Absent: DeMers.*

---

Scott Huizenga, City Administrator/Clerk-Treasurer



# 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 PARADE

License Fee: 3

Organization Information		
<u>Midwest Shrine Association - Ken Shrivens</u> Organization Name	<u>701-772-7125</u> Organization Phone Number	
<u>423 Bruce Ave. P.O. Box 5268</u> Organization Address	<u>Grand Forks, ND</u> City State	<u>58206</u> Zip

Applicant Information		
<u>Tom Hanson</u> Applicant Name	<u>218-779-9810 cell</u> Applicant Phone Number	
<u>1916 Univ. Ave</u> Applicant Address	<u>Grand Forks ND</u> City State	<u>58203</u> Zip

Parade Information		
<u>8-9-12</u> <u>8-11-12</u> Date of Event	<u>6:30pm</u> <u>10:30am</u> Start Time	<u>9:00pm</u> <u>1:00pm</u> End Time
<u>Sorkie Bridge Along Demers to 4th St NW North on 4th St. NW 1 Block to disassembly area. map attached.</u> Route of Parade Travel (include map)		
<u>Cars, clowns, marching units, Little Cows, Big Cars, a collection of eclectic units a Shrine Parade</u> Composition of Parade (cars, band, animals)		
<u>This event will bring approx 2000 Shrines &amp; Ladies to the Area.</u> Notes		

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

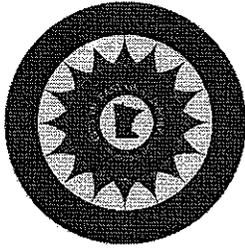
[Signature]  
Signature of Applicant

Thomas P. Hanson  
Print Name

8-11-11  
Date

Parade Chairman  
Title





# 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 BLOCK PARTY

License Fee: 4

Organization Information		
<u>18<sup>th</sup> Ave Block Party</u>	Organization Phone Number	
Organization Name		
Organization Address	City	State Zip

Applicant Information		
<u>Julie Dostal</u>	<u>218-779-1938</u>	
Applicant Name	Applicant Phone Number	
<u>1026-18<sup>th</sup> Ave SE</u>	<u>EGF</u>	<u>MN 56721</u>
Applicant Address	City	State Zip

Block Party Information		
<u>9-17-11</u>	<u>2pm</u>	<u>Midnight</u>
Date of Event	Start Time	End Time
<u>Block party for 18<sup>th</sup> Ave S.</u>		
Explanation of Event		
Route/Area of Event (include map)		
<u>We are requesting road barriers at the corners of 18<sup>th</sup> + 10<sup>th</sup> St. + 18<sup>th</sup> + 13<sup>th</sup> St</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.

Julie Dostal  
Signature of Applicant

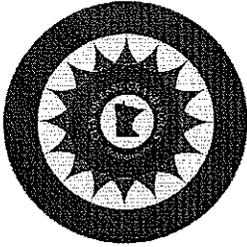
Julie Dostal  
Print Name

8/28/11  
Date

\_\_\_\_\_  
Title

# City of East Grand Forks Map





# 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 BLOCK PARTY

License Fee: 5

Organization Information		
Organization Name	Organization Phone Number	
Organization Address	City	State Zip

Applicant Information		
Alan Stanek	218-773-1794	
Applicant Name	Applicant Phone Number	
931 5 <sup>th</sup> Ave SE	EGF	Mn 56721
Applicant Address	City	State Zip

Block Party Information		
9/24/2011	5 pm	11:30 pm
Date of Event	Start Time	End Time
Get to know the neighbors! Neighborhood party includes BBQ Grills, small fire pit fires and music centered at the below addresses. Invitees from 1 Block radius		
Explanation of Event		
Route/Area of Event (include map)		
923, 931, 941 5 <sup>th</sup> Ave SE - No Road Closures needed		
None		
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.

Alan Stanek  
Signature of Applicant

Alan Stanek  
Print Name

8/30/2011  
Date

Resident  
Title

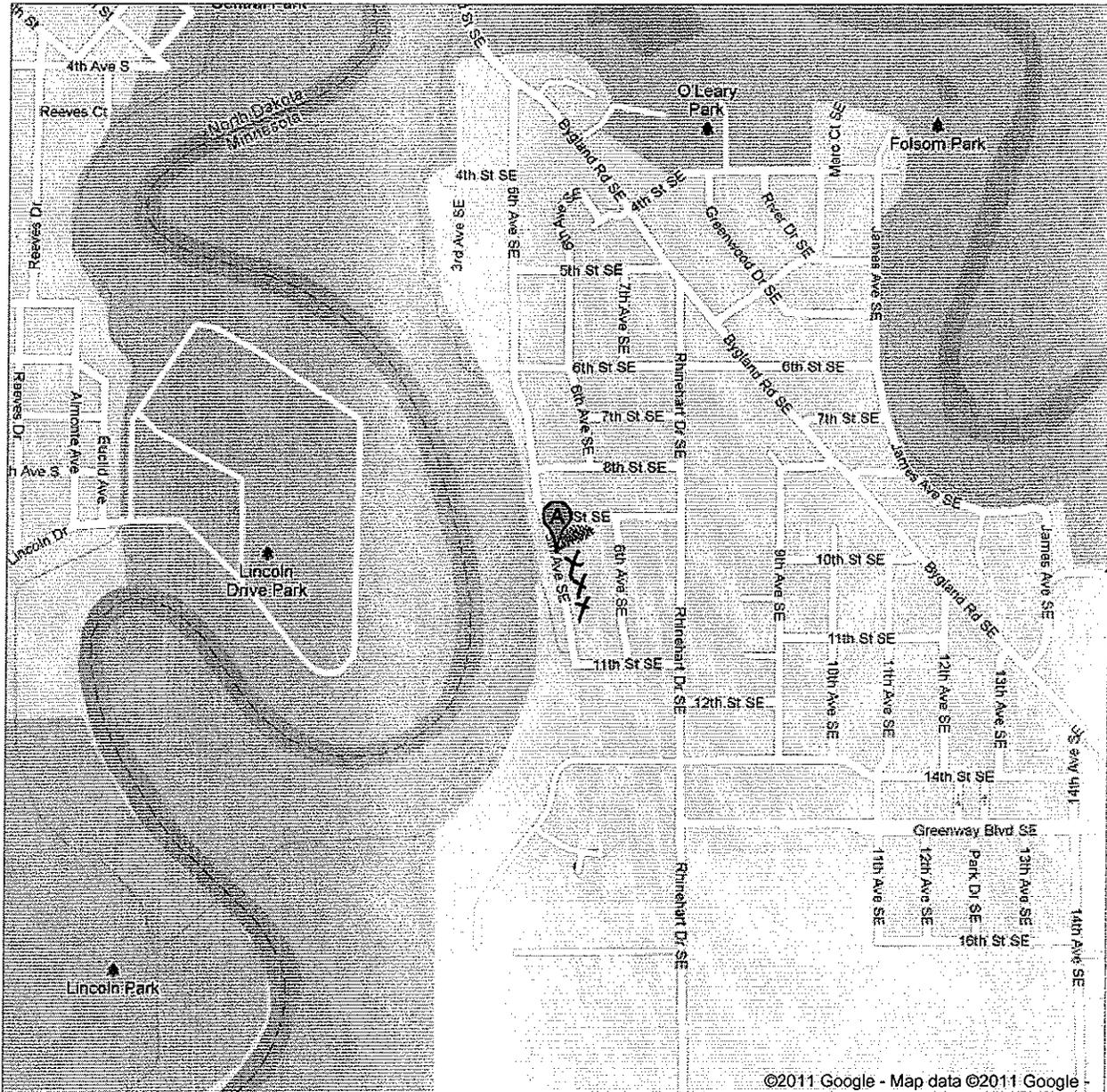


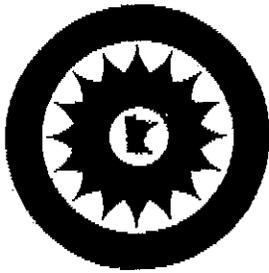
Address 931 5th Ave SE  
East Grand Forks, MN 56721

Get Google Maps on your phone



Text the word "GMAPS" to 466453





# 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: 6

Organization Information	
<u>Altru Cancer Center</u> Organization Name	<u>701-780-5400</u> Organization Phone Number
<u>960 S Columbia</u> Organization Address	<u>Grand Forks, ND 58201</u> City State Zip

Applicant Information	
<u>Tour de Forks / Nancy Klatt</u> Applicant Name	<u>701-780-1060</u> Applicant Phone Number
<u>960 South Columbia Rd</u> Applicant Address	<u>Grand Forks ND 58201</u> City State Zip

Special Event Information		
<u>Sept 11, 2011</u> Date of Event	<u>12<sup>th</sup> registration</u> Start Time	<u>3pm</u> End Time
<u>Bike ride / walk/run</u> Explanation of Event		
<u>Fundraiser &amp; awareness for breast cancer</u>		
<u>Choice of 5K walk/run or 6-9-20 mile bike ride</u> Route/Area of Event (include map)		
<u>See enclosed maps.</u>		
<u>no road closures needed.</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.

Nancy Klatt  
Signature of Applicant

8-29-11  
Date

Nancy Klatt  
Print Name

Tour de Forks Committee  
Title  
member  
manager Altru Cancer  
Center

# Tour de Forks 2011

## Run: Black line

Head south on bike path, across pedestrian bridge to turn around and back to start at Lincoln Park (~3.1 miles).

## Short Bike: Blue line

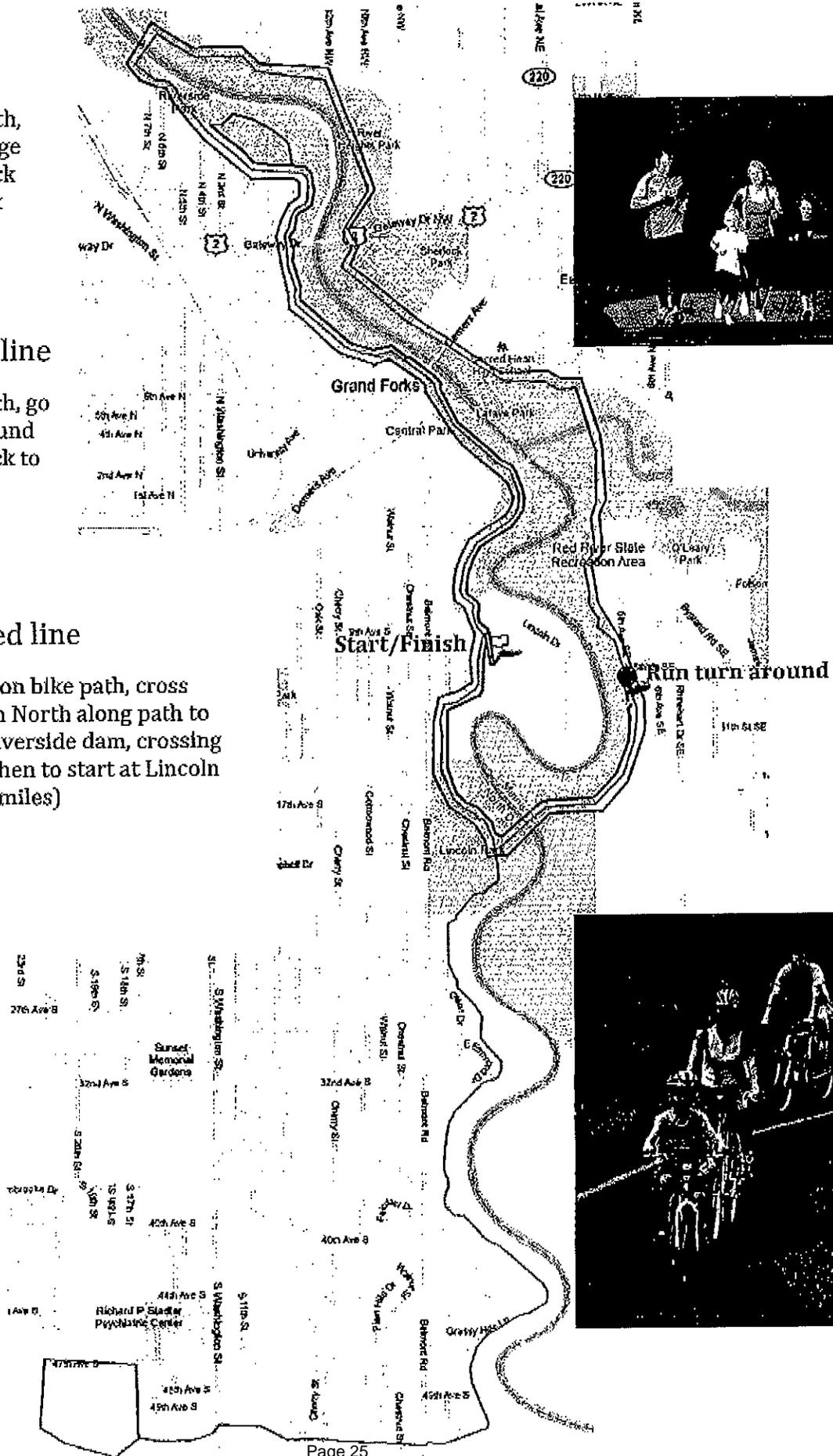
Head north on bike path, go counter-clockwise around Riverside Park and back to start (~6 miles).

## Medium Bike: Red line

Head South from start on bike path, cross pedestrian bridge, then North along path to pedestrian bridge at Riverside dam, crossing into Grand Forks and then to start at Lincoln park on bike path (~9 miles)

## Long Bike: Orange line

Head South on bike path, cross Belmont and go counter-clockwise around South Middle School, back N. to pedestrian bridge and cross into East Grand Forks. Continue N. all the way to pedestrian bridge at Riverside dam, crossing into Grand Forks, and then to start at Lincoln park on bike path. (~20 miles)



City of East Grand Forks  
Application for Special Event

Altru Cancer Center -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:

Town de Forks Bike ride /walk/run

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:

injury on bike path /Greenway

(Special Events Holder initials here) \_\_\_\_\_

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) NK

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. NA

(Special Events Holder initials here) NK

City of East Grand Forks  
Application for Special Event

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) nk

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) nk

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) nk

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) nk

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) nk

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) nk

**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.

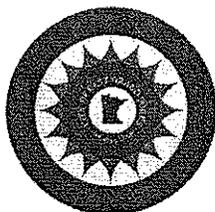
**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

City of East Grand Forks  
Application for Special Event

Name Nancy Klatt  
Title Planning Committee for Tour de Forks  
Signature Nancy Klatt  
Date 8-29-11

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_



# City of East Grand Forks

600 DeMers Ave · P.O. Box 573 · East Grand Forks, MN 56721  
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

## APPLICATION FOR SPECIAL EVENT

License Fee: \_\_\_\_\_

### Organization Information

<u>Northern Plains HD</u> <small>Organization Name</small>	<u>218-791-8204</u> <small>Organization Phone Number</small>
<u>1303 8th Ave NW</u> <small>Organization Address</small>	<u>ECF MN 56721</u> <small>City State Zip</small>

### Applicant Information

<u>Brenda Westacott</u> <small>Applicant Name</small>	<u>218-791-8204</u> <small>Applicant Phone Number</small>
<u>1303 8th Ave NW</u> <small>Applicant Address</small>	<u>ECF MN 56721</u> <small>City State Zip</small>

### Special Event Information

<u>9/24/11</u> <small>Date of Event</small>	<u>8:00 AM</u> <small>Start Time</small>	<u>12:00 PM</u> <small>End Time</small>
<u>Walk / Run Lincoln Park</u> <small>Explanation of Event</small>		
<u>ECF MD.</u> <small>Route/Area of Event (include map)</small>		
<u>greenway into ECF over Red River to Point</u>		
<u>None</u> <small>Special Requests (Staff, Road Closures, Etc)</small>		

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

Brenda Westacott  
Signature of Applicant

Brenda Westacott  
Print Name

8/12/11  
Date

Race planner  
Title

Minnesota Lawful Gambling

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

Table with 2 columns: Application fee less than 30 days before the event (\$100), Application fee more than 30 days before the event (\$50)

ORGANIZATION INFORMATION

Organization name: Red River Lions; Previous gambling permit number: MN x-31953

Minnesota tax ID number, if any; Federal employer ID number, if any

Type of nonprofit organization. Check one.
[ ] Fraternal [ ] Religious [ ] Veterans [x] Other nonprofit organization

Mailing address: P.O. Box 14443; City: Grand Forks; State: ND; Zip Code: 58208; County:

Name of chief executive officer (CEO): Duane Preabt; Daytime phone number: 701-740-4777; Email address:

Attach a copy of ONE of the following for proof of nonprofit status.

- Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.
[ ] Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
[ ] IRS income tax exemption [501(c)] letter in your organization's name.
[X] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. American Legion Club

Address (do not use PO box): 1009 Central Ave NW; City or township: East Grand Forks; Zip Code: 56721; County: Polk

Date(s) of activity (for raffles, indicate the date of the drawing): November 17, 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
Bingo\* [ ] Raffles [x] Paddlewheels\* [x] Pull-Tabs\* [ ] Tipboards\* [ ]

\* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.
To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**If the gambling premises is within city limits,** a city official must check the action that the city is taking on this application and sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print city name \_\_\_\_\_

*On behalf of the city, I acknowledge this application.*  
**Signature** of city personnel receiving application

Title \_\_\_\_\_ Date \_\_\_\_\_

**If the gambling premises is located in a township,** a county official must check the action that the county is taking on this application and sign the application.

**A township official is not required to sign the application.**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name \_\_\_\_\_

*On behalf of the county, I acknowledge this application.*  
**Signature** of county personnel receiving application

Title \_\_\_\_\_ Date \_\_\_\_\_

**(Optional) 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 349.166]]*

Print township name \_\_\_\_\_

**Signature** of township official acknowledging application

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

**Print form and have CEO sign**

*The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.*

Chief executive officer's signature *[Signature]* Date 8-25-2011

**Complete a separate application** for each gambling event:

- one day of gambling activity
- two or more consecutive days of gambling activity
- each day a raffle drawing is held

**Send application with:**

- a copy of your proof of nonprofit status, and
  - application fee for each event
- Make check payable to "State of Minnesota."

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

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us). Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies 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 written consent.

**Reset Form**

**RESOLUTION NO. 11 – 09 - 73**

**RESOLUTION APPROVING THE 2012 SAFE ROUTES TO SCHOOL BYGLAND ROAD SIDEWALK GRANT FUNDING FOR 2012 CITY PROJECT NO. 3, ORDER IMPROVEMENTS AND PREPARATION OF PLANS AND SPECIFICATIONS AND ASK GF-EGF MPO TO PROGRAM PROJECT IN THE 2012-2015 TIP**

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

WHEREAS, a resolution of the city council adopted the 6<sup>th</sup> day of September, 2011, to 2012 City Project No. 3 - Bygland Road Sidewalk;

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted 6<sup>th</sup> day of September, 2011.
3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
4. Funding will be available through Safe Routes to School Program. The City is responsible for soft costs only.
5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.
6. GF-EGF MPO must program project in the 2012-2015 TIP.

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

The President declared the resolution passed. Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
Mayor

## RESOLUTION NO. 11- 09- 74

### AMENDED CORPORATE AUTHORIZATION RESOLUTION

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

WHEREAS, The City Council of the City of East Grand Forks, Minnesota, has designated American Federal Bank as a depository with ACH origination and online banking; and

BE IT RESOLVED By the City Council of and for the City of East Grand Forks, Minnesota, as follows:

1. The City agrees to the terms and conditions of any account agreement approved by the City Council and properly opened by any representative(s) of the City identified in the following Paragraph 2, and authorizes American Federal Bank to charge the City for all checks, drafts, or other orders, for the payment of money, that are drawn on American Federal Bank by any representative(s) of the City identified in the following Paragraph 2, regardless of by what means the facsimile signature(s) may have been affixed so long as they resemble the signature specimens listed in Paragraph 2 and contain the required number of signatures for this purpose.
2. The persons listed below (subject to any expressed restrictions) are authorized for ACH origination and for online banking:

Name and Title	Signature
(A) Lynn Stauss, Mayor	_____
(B) Scott Huizenga, City Administrator	_____
(C) Michelle French, Executive Assistant	_____
(D) Terry Knudson, Accounting Technician	_____
(F) Karla Anderson, Finance Director	_____

BE IT HEREBY FURTHER RESOLVED that the City Council has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
Mayor

## RESOLUTION NO. 11 – 09 - 75

### RESOLUTION AUTHORIZING OR REAUTHORIZING MEMBERSHIP IN THE 4M FUND

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

WHEREAS, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

WHEREAS, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statutes, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

WHEREAS, the Declaration of Trust, which has been presented to this Council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Fixed Rate Program, and other Fund services offered by the Fund; and

WHEREAS, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service providers including the Investment Advisor and Administrator, RBC Global Asset Management, the Sub Administrator, PMA Financial Network, Inc. or the Fixed Rate Investment Program Administrators, PMA Financial Network, Inc. and PMA Securities, Inc., and the Custodian, U.S. Bancorp N.A., ("Service Providers") and/or their successors.

WHEREAS, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each; now, therefore BE IT RESOLVED AS FOLLOWS:

**Section 1.** This municipality shall become (or renew its membership as) a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed in the minutes of this meeting. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

**Section 2.** This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

LYNN STAUSS/MAYOR

Print Name/Title Signature

SCOTT HUIZENGA/CITY ADMINISTRATOR

Print Name/Title Signature

KARLA ANDERSON/FINANCE DIRECTOR

Print Name/Title Signature

(Additional names may be added on a separate list. The treasurer shall advise the Fund of any changes in Authorized Officials in accordance with Fund procedures.)

**Section 3.** The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

**Section 4.** That the municipality may open depository accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements, letters of credit, lockbox agreements, or other applicable or related documents with institutions participating in Fund programs including U.S. Bancorp N.A. or its successor, or programs of PMA Financial Network, Inc. or PMA Securities, Inc. for the purpose of transaction clearing and safekeeping, or the purchase of certificates of deposit (“CDs”) and that these institutions shall be deemed eligible depositories for the municipality. PMA Financial Network, Inc. and PMA Securities, Inc. and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund’s Programs available through its Services Providers.

It is hereby certified that the Council of The City of East Grand Forks adopted this Resolution at a duly convened meeting of the Council held on the 6<sup>th</sup> day of September, 2011, and that such Resolution is in full force and effect on this date, and that such Resolution has not been modified, amended, or rescinded since its adoption.

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 11 – 09 - 76**

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

Resolution authorizing the Lease Agreement No. 11874 is made by and between the City of East Grand Forks, P.O. Box 373, 600 DeMers Avenue NW, East Grand Forks, MN 56721, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources, Region 1, shall be an amendment and addition to Lease Agreement No. 11874.

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11874, dated August 5, 2003, involving the rental of approximately one thousand two hundred fifty (1,250) usable square feet of shop and storage space, in the northeast quarter of the building know as South Point Fire Hall located at 243 5<sup>th</sup> Avenue SE, East Grand Forks, along with the metal Quonset storage building located just east of the fire station site;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease Agreement;

WHEREAS, the term of this Lease Agreement is three (3) years, commencing on December 1, 2011, and continuing through November 30, 2013.

WHEREAS, the LESSOR and LESSEE hereby agree there is no rent for the use of the Leased Premises.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City's approve the Lease Agreement 11874 made by and between the City of East Grand Forks and the State of Minnesota, Department of Administration, and authorize the Mayor and Interim City Administrator are hereby authorized and directed to sign the said Lease Agreement on behalf of the City Council.

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
Mayor

STATE OF MINNESOTA

LEASE

LEASE NO. 11874

THIS LEASE is made by and between City of East Grand Forks, hereinafter referred to as LESSOR, and the State of Minnesota, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of the Department of Natural Resources; Region 1.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of East Grand Forks, County of Polk, Minnesota 56721:  
  
approximately one thousand two hundred fifty (1,250) usable square feet of space in the northeast quarter of the building known as South Point Fire Hall ("Building") located at 243 5<sup>th</sup> Avenue SE, along with the metal Quonset storage building located just east of the fire station site.
2. **USE** LESSEE shall use and occupy the Leased Premises only as shop and storage and related activities.
3. **LEASE TERM** The term of this Lease is two (2) years, commencing December 1, 2011 and continuing through November 30, 2013 ("Lease Term").
4. **RENT** LESSOR and LESSEE hereby agree there is no rent for the use of the Leased Premises.
5. **PARKING** LESSOR shall provide parking in the parking lot adjacent to the Building for the use of LESSEE, its invitees, licensees and guests. It is understood by LESSOR and LESSEE that there is no additional rent payable for parking provided in this Lease.
6. **TERMINATION** This Lease Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice to the other party.

7. **SURRENDER OF LEASED PREMISES** LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

7.1 **Personal Property** Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.

7.2 **Alterations, Additions and Improvements** All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, movable partitions, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, voice and data cabling and security systems, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE, unless LESSOR has granted prior approval upon LESSEE'S request to remove such alterations, additions or improvements.

8. **DUTIES OF LESSOR** LESSOR shall, at its expense, provide the following:

8.1 **Management**

a. LESSOR agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

b. LESSOR shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

8.2 **Utilities** LESSOR shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

8.3 **Electrical Service** LESSOR shall provide adequate electrical service to the Leased Premises to accommodate LESSEE'S needs and the Building of which the Leased Premises is a part.

8.4 Lighting

- a. LESSOR shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. LESSOR shall re-lamp light fixtures and replace light ballasts as needed.

8.5 Restrooms LESSOR shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

8.6 Janitorial Service LESSOR shall provide janitorial services and supplies to the Leased Premises and common areas of the Building.

8.7 Trash Removal Services LESSOR shall provide the Leased Premises with a means or system of waste or trash disposal.

8.8 Fire Safety LESSOR shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

8.9 Common Areas LESSOR shall provide sufficient light, heat and maintenance to the common and public access areas of the Building and the Leased Premises, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

8.10 Snow Removal LESSOR shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., LESSOR will make every effort to complete the snow removal as soon as possible.

8.11 General Maintenance and Repairs

- a. LESSOR shall, at its expense, maintain in working condition and good repair all appurtenances within the scope of this Lease, including, but not limited to: plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork and any improvements or equipment added to the Leased Premises, whether or not the improvement or equipment was paid for by LESSEE.
- b. LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of

repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

- 8.12 Delivery of Leased Premises LESSOR covenants that it will deliver the Leased Premises to LESSEE in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 8.13 Quiet Enjoyment LESSEE shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 8.14 Taxes and Assessments LESSOR shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 8.15 Exterior Lighting LESSOR shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 8.16 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with said property.
- 8.17 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that LESSOR shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide said service.

9. **DUTIES OF LESSEE**

- 9.1 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 9.2 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law.
- 9.3 Assignment/Sublease LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of LESSOR.
- 9.4 LESSEE shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

10. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or LESSEE is unable to conduct its business, the rent payable hereunder shall be abated from the time of such damage and LESSEE shall have the option of terminating this Lease immediately or allowing LESSOR such amount of time as LESSEE deems reasonable to restore the damaged Leased Premises to tenantable condition.
11. **INSURANCE**
- 11.1 **Property Damage** It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom such party may be responsible.
- 11.2 **Liability** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
12. **NEW LESSOR** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if LESSOR shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to LESSOR, proper written notice of such change must be delivered to LESSEE as promptly as possible. LESSEE'S "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.
13. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease, LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure such default. In the event LESSEE cures the default, LESSOR shall pay all reasonable and actual expenses paid by LESSEE to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or LESSEE shall have a specific right to set off any such amounts due from LESSOR against any rent payments or other amounts due under this Lease. In the event LESSEE elects to terminate this Lease, said termination shall not limit LESSEE'S rights

to damages caused by the breach and failure to cure. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

14. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
15. **AFFIRMATIVE ACTION**
  - 15.1 If the Lease amount exceeds \$100,000 and the LESSOR employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the LESSOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A LESSOR covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
  - 15.2 Minn. Stat. § 363A.36 Minn. Stat. § 363A.36 requires the LESSOR to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.
  - 15.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Clause
    - a. LESSOR shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. LESSOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
    - b. LESSOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - c. In the event of LESSOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- d. LESSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state LESSOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. LESSOR shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that LESSOR is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

16. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.

17. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

18. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

18.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

18.2 Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR'S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR'S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

19. **NOTICES** All notices or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

**LESSOR:**

City of East Grand Forks  
 City Administrator  
 P.O. Box 373  
 East Grand Forks MN 56721

**LESSEE:**

Real Estate and Construction Services  
 Department of Administration  
 50 Sherburne Ave # 309  
 St Paul MN 55155

**NO ATTACHMENTS**

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

**LESSOR:**

**CITY OF EAST GRAND FORKS**

*LESSOR certifies that the appropriate person(s) have executed the Lease on behalf of LESSOR as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**LESSEE:**

**STATE OF MINNESOTA**

**DEPARTMENT OF ADMINISTRATION  
COMMISSIONER**

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

**APPROVED:**

**STATE OF MINNESOTA**

**DEPARTMENT OF NATURAL RESOURCES**

By [Signature]

Title mgr. Man

Date 8/22/11

**RECOMMENDED:**

**DEPARTMENT OF NATURAL RESOURCES**

By [Signature]

Title Lease Administrator

Date 8/26/11

**STATE ENCUMBRANCE VERIFICATION**

*Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By N/A

Date N/A

Contract No. N/A

**EAST GRAND FORKS  
CIVIC RECREATION CENTER AND VFW MEMORIAL ARENA  
LEASE AGREEMENT**

This Agreement entered into this 22 day of August, 2011, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center and VFW Memorial Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

**WHEREAS**, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2011, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2011-2012 school year, the school year normally being considered as being from August 15<sup>th</sup> to June 15 of the following year, for the consideration of \$93,500.00;

**IT IS HEREBY FURTHER AGREED** by and between the parties hereto as follows, to-wit:

**I. Lessor shall:**

- A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center and VFW Memorial Arena, said scheduling being subject to the following conditions.
  - 1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity for boys are included in the above priority position when preliminary to the varsity games. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
  3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
  - C. Lessor shall have sole control over the sale of merchandise, advertising and concession stands providing food and refreshments for the participants and spectators.

**II. Lessee shall:**

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2012. The remaining balance shall be payable no later than April 15, 2012.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.
- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

IV. **Waiver of Subrogation.**

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

V. **Destruction or condemnation of premises.**

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall

abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

VI. **Government Data Practices Act.**

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

**VII. Assignment, Amendments, Waiver, and Contract Complete.**

- A. Assignment. The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. Waiver. If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. Contract Complete. This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT NO. 595**

By:

*Susan K. Black*

School Board Chair

By:

*CBM*

School Board Clerk

**CITY OF EAST GRAND FORKS, MINNESOTA**

By:

Lynn Stauss, Mayor

By:

Scott Huizenga, Administrator/Clerk-Treasurer

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held August 4, 2011 at 5:00 P.M.

Present: Quirk, Ogden, Brickson, Tweten

Absent: None

It was moved by Commissioner Tweten second by Commissioner Brickson that the minutes of the previous meeting of July 21, 2011 be approved as read.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$328,492.06.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

A closed meeting has been requested following the next meeting to discuss private data on the pending legal matters for one of the Water Treatment Plant employees.

It was moved by Commissioner Brickson second by Commissioner Ogden to approve the plans and specifications for the lime pond project, advertise for bids, and set the bid opening for 10 A.M. on August 30, 2011.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Brickson that the meeting be adjourned to August 18, 2011 at 5:00 P.M.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

Lori Maloney  
Sec'y

**RESOLUTION NO. 11 – 09 - 77**

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2012 upon the taxable property within the said City, in accordance with truth-in-taxation and levy limit regulations, be set as follows:

General Operations	\$ 2,884,454
General, Unallotment Special Levy	0
Certificates of Indebtedness	75,774
Improvement Bonds 2004/2006	33,693
PERA-Employer Share Increase	<u>64,976</u>
<b>TOTAL LEVY</b>	<b>\$ 3,058,897</b>

BE IT FURTHER RESOLVED, That the Administrator/Clerk-Treasurer will certify said proposed tax levy to the County Auditor of Polk County.

BE IT FURTHER RESOLVED, That the meeting to discuss, allow citizen input and possibly adopt the final budget will be held at 7:00 p.m. on **Tuesday, December 6, 2011**, with a final hearing, if necessary, on **Tuesday, December 20, 2011**, at the same time.

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> day of September, 2011.

\_\_\_\_\_  
 Mayor

## RESOLUTION NO. 11 - 09 – 78

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

WHEREAS, The 2012 Proposed Budget must be adopted by September 15, 2011; and

WHEREAS, The 2012 Actual Final Budget adopted subsequent to this resolution may be **higher or lower** and such amounts are not preordained; and

WHEREAS, The city through resolution 02-04-36 established that current revenues will be used to finance current expenditures and regularly occurring capital expenditures; and

WHEREAS, The city through resolution 06-09-79 adopted as sound fiscal policy that enterprise fund transfers shall not be used to finance current expenditures and regularly occurring capital expenditures in other funds; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the budgeted expenditures, excluding depreciation, for each fund during the 2012 calendar fiscal year shall be as follows:

General Fund:		
General Government	\$ 930,535	
Public Safety	3,326,007	
Public Works - Streets	1,306,258	
Parks and Recreation	1,311,309	
Community Development	60,000	
Other Expenditures	245,670	
Capital Outlay		
General Government	1,000	
Public Safety	76,500	
Public Works-Streets	315,000	
Parks and Recreation	50,000	
Other Expenditures	50,000	
Other Financing Uses-Transfers	776,650	
Unallocated Expenses	145,662	
Total General Fund		\$8,594,591
Building Maintenance Fund		300,000
Community Growth Fund		10,000
Greenway Maintenance Fund		88,000
Transit Fund		339,500
Library Fund		399,764
State Aid Street Fund		122,500
Senior Citizens Fund		103,352
Cemetery Fund		50,665
Perpetual Care Fund		4,665
Insect Control		36,166
Sewage Fund		922,647
Campbell/Olson Memorial Fund		1,000

Water Fund	2,403,428
Electric Fund	12,458,461
Refuse and Recycling Fund	872,279
Storm Water Fund	229,307
Lot Incentive Fund	319,887
Riverwalk & Commercial Properties Fund	175,000

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> day of September, 2011.

\_\_\_\_\_  
Mayor

**ORDINANCE NO. 2 - 4th SERIES**

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE SECTION, TABLE OF SPECIAL ORDINANCES, TABLE I. ENTITLED "FRANCHISE" BY EXTENDING THE TERM OF THE FRANCHISE TO THE EAST GRAND FORKS WATER AND LIGHT DEPARTMENT PURSUANT TO CITY CODE TITLE V, CHAPTER 50, SECTION 50.04 ENTITLED "ELECTRIC ENERGY FRANCHISE" TO DECEMBER 31, 2015; AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER I. AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That the table of special ordinances of the City Code is hereby amended to read as follows, to-wit:

Subd. 2. GRANT OF FRANCHISE. The City hereby grants to the Franchisee, for a period extending to December 31, 2015, the right to transmit, furnish, deliver or receive electric energy within the limits of the City as they now exist or as they may be extended or revised in the future. For those purposes, Franchisee may establish the necessary facilities and equipment in and along the streets and public places within the City. The Franchisee may also do reasonable things necessary or customary to accomplish those purposes, subject, however to the further provisions of this franchise.

Section 2. City Code Chapter i entitled "General Provisions Applicable to Entire City Code Including Penalty for Violation" and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 3. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number 2 - 4th Series.

VOTING AYE: \_\_\_\_\_  
VOTING NAY: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

The President declared the Ordinance passed.

ATTEST: \_\_\_\_\_ PASSED: \_\_\_\_\_, 2011

\_\_\_\_\_  
City Administrator

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

I hereby approve the foregoing Ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 11 – 09 – 79**

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>
08/09/11	48413	Hyd Return Pressure Guage	11.22
08/09/11	48418	Lights	86.90

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 \$98.12 on check number 10540 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 September 6, 2011.

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

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
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 5<sup>th</sup> 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>
08/09/11	48413	Hyd Return Pressure Guage	11.22
08/09/11	48418	Lights	86.90

- 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 September 6, 2011.

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. 11 – 09 – 80**

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 10581 for a total of \$1,151.04.

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 \$1,151.04 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 September 6, 2011.

Voting Aye:  
 Voting Nay: None.  
 Abstain: Buckalew.

The President declared the resolution passed.

Passed: September 6, 2011

Attest:

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

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

I hereby approve the foregoing resolution this 6<sup>th</sup> of September, 2011.

\_\_\_\_\_  
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 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 10581 for a total of \$1,151.04
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 September 6, 2011.

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: mfrench  
 Printed: 8/31/2011 - 3:44 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
10528	09/06/2011	ACM001	Acme Electric Companies	1,018.11	0
10529	09/06/2011	ADV001	Advanced Business Methods Inc	500.62	0
10530	09/06/2011	AKE001	Dave Aker	259.64	0
10531	09/06/2011	AMA001	Amazon.com	95.94	0
10532	09/06/2011	AME015	American Society of Civil Engineers	157.50	0
10533	09/06/2011	AME002	American Tire Service	1,460.50	0
10534	09/06/2011	AME005	Ameripride Linen & Apparel Services	773.74	0
10535	09/06/2011	AND006	Robert Anderson	4,970.00	0
10536	09/06/2011	APO001	Apollo Electric Inc	383.22	0
10537	09/06/2011	BAK001	Baker & Taylor Co	252.77	0
10538	09/06/2011	BAT001	Batteries Plus	56.52	0
10539	09/06/2011	BEL002	Bethany Beiswenger	75.00	0
10540	09/06/2011	BER001	Bert's Truck Equipment	98.12	0
10541	09/06/2011	BLU001	Blue Cross Blue Shield of ND	6,483.10	0
10542	09/06/2011	BNS001	BNSF Railway Company	110.18	0
10543	09/06/2011	BOB001	Bobcat of Grand Forks	10,383.13	0
10544	09/06/2011	BOR002	Border States Trophy & Awards	40.00	0
10545	09/06/2011	BRE007	Steven Brekke	3,105.00	0
10546	09/06/2011	BRO002	Brodart Co	226.74	0
10547	09/06/2011	BYD001	Bydal Designs	639.76	0
10548	09/06/2011	C&R001	C&R Laundry & Cleaners	5.70	0
10549	09/06/2011	CAR002	Carquest Auto Parts	178.14	0
10550	09/06/2011	CEN006	Century Link	1,009.03	0
10551	09/06/2011	COA001	Coalition of Greater MN Cities	11,454.00	0
10552	09/06/2011	COL002	Cole Papers Inc	497.60	0
10553	09/06/2011	CRO004	Crookston Daily Times	122.00	0
10554	09/06/2011	DEL004	Deluxe Business Checks & Solutions	315.12	0
10555	09/06/2011	DEP001	Department of Public Safety	1,530.00	0
10556	09/06/2011	DIA001	Richard Papenfuss Diamond Cleaning	223.83	0
10557	09/06/2011	EAG001	Eagle Electric	7,909.81	0
10558	09/06/2011	EAS009	EGF Police Petty Cash	9.94	0
10559	09/06/2011	ELE001	Electric Pump	876.00	0
10560	09/06/2011	EMP001	Emphasys Computer Solutions	4,600.00	0
10561	09/06/2011	EXP003	Explorer Post #38	140.00	0
10562	09/06/2011	EXP002	Exponent	904.13	0
10563	09/06/2011	EZL001	EZ Locksmith	72.50	0
10564	09/06/2011	FIL001	Filter Care	429.36	0
10565	09/06/2011	FIR003	Fire Safety USA	405.00	0
10566	09/06/2011	FCA001	Flood Control America LLC	3,502.50	0
10567	09/06/2011	FOR011	Forx Rent All	58.70	0
10568	09/06/2011	FLO001	FS Engineering	45,805.61	0
10569	09/06/2011	G&K001	G&K Services	114.67	0
10570	09/06/2011	GAF002	Gaffaney's	976.35	0
10571	09/06/2011	GAL001	Gale	93.58	0
10572	09/06/2011	GAR001	Garden Hut Inc	278.18	0
10573	09/06/2011	GFF001	GF Fire Equipment	60.00	0
10574	09/06/2011	GFW001	GF Welding & Machine	62.03	0
10575	09/06/2011	GGF001	GGF Convention & Visitors Bureau	1,355.03	0
10576	09/06/2011	GOD001	Godfathers Exterminating Inc	133.59	0
10577	09/06/2011	GRA004	Grand Cities Towing	80.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
10578	09/06/2011	GRA008	Grand Forks City	68,824.00	0
10579	09/06/2011	H&S001	H&S Construction	3,900.00	0
10580	09/06/2011	HAI002	Rick Hajicek	570.00	0
10581	09/06/2011	HAR001	Hardware Hank	1,151.04	0
10582	09/06/2011	HAW001	Hawkins Chemical	593.16	0
10583	09/06/2011	HEA001	Heartland Paper	1,716.38	0
10584	09/06/2011	HJE561	Jerod Hjelle	500.00	0
10585	09/06/2011	HOU004	Hough Inc of Detroit Lakes	14,518.99	0
10586	09/06/2011	HUG001	Hugo's	141.81	0
10587	09/06/2011	HUI001	Scott Huizenga	681.43	0
10588	09/06/2011	INT003	Integra Telecom	76.77	0
10589	09/06/2011	INT011	Integrated Process Solutions Inc	285.00	0
10590	09/06/2011	JOH020	Sandy Johnson	500.00	0
10591	09/06/2011	KEI001	Keith's Security World	38.30	0
10592	09/06/2011	LAB001	Lab Safety Supply	247.63	0
10593	09/06/2011	LAN001	Cletus Landa	75.00	0
10594	09/06/2011	LEA001	League of MN Cities	270.00	0
10595	09/06/2011	LIB001	Liberty Business Systems	73.59	0
10596	09/06/2011	LIT001	Lithia Payment Processing	393.95	0
10597	09/06/2011	SIG001	Lorene Keehr	53.38	0
10598	09/06/2011	LUM001	Lumber Mart	172.18	0
10599	09/06/2011	LYN002	Gladwin Lynne	42.70	0
10600	09/06/2011	M&W001	M&W Services	1,159.48	0
10601	09/06/2011	MAD002	Madsen Specialties	17,961.00	0
10602	09/06/2011	MAR004	Marco	87.25	0
10603	09/06/2011	MAR001	Marco Inc	299.65	0
10604	09/06/2011	MCD001	McDonald's of EGF	27.83	0
10605	09/06/2011	MCF001	McFarlane	2,650.00	0
10606	09/06/2011	MPO001	Metropolitan Planning Organization	11,093.70	0
10607	09/06/2011	MIC001	Micro-Marketing LLC	542.87	0
10608	09/06/2011	MID001	MidAmerica Books	138.21	0
10609	09/06/2011	MID003	Midcontinent Communications	1,276.68	0
10610	09/06/2011	MID012	Midwest Home Service, Inc	21.00	0
10611	09/06/2011	MIK001	Mike's Pizza	67.73	0
10612	09/06/2011	MND008	MN Department of Health (MDH)	23.00	0
10613	09/06/2011	MND006	VOID****VOID****VOID*** MN I	929.00	0
10614	09/06/2011	MND009	MN Drivers & Vehicle Services	11.00	0
10615	09/06/2011	NAS001	Nasco Fort Atkinson	128.78	0
10616	09/06/2011	NAT002	Nate's Canopy-Tent Rental	200.00	0
10617	09/06/2011	NAT004	National Tactical Officers Association	527.00	0
10618	09/06/2011	NEW001	Newman Signs	1,891.97	0
10619	09/06/2011	NOR021	Northern Inn Inc.	76.86	0
10620	09/06/2011	NOR004	Northern Plumbing Supply	641.89	0
10621	09/06/2011	NOR005	Northern Safety Tech	1,209.77	0
10622	09/06/2011	NOR018	Northland Custom Exteriors Inc	1,960.00	0
10623	09/06/2011	ORE001	O'Reilly Auto Parts	342.78	0
10624	09/06/2011	OPP001	Opp Construction	19,700.00	0
10625	09/06/2011	PEN001	Penworthy Company	125.92	0
10626	09/06/2011	PLA001	Play by Design	20,396.22	0
10627	09/06/2011	POL009	Polk County DAC	73.81	0
10628	09/06/2011	POL004	Polk County Recorder	46.00	0
10629	09/06/2011	POR002	Porta Mix Concrete Inc	668.25	0
10630	09/06/2011	POW001	Power Equipment Shop	60.53	0
10631	09/06/2011	PRA001	Praxair Distribution	22.59	0
10632	09/06/2011	PRE001	Premium Waters Inc	60.50	0
10633	09/06/2011	QUI001	Quill Corp	947.46	0
10634	09/06/2011	RAD001	Radio Shack Corporation	55.03	0
10635	09/06/2011	RDJ001	RDJ Specialties Inc	198.32	0
10636	09/06/2011	RDO001	RDO Powerplan OIB	63.34	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
10637	09/06/2011	REL001	Reliable Office Supplies	124.12	0
10638	09/06/2011	ZAV001	RJ Zavoral & Sons	14,542.19	0
10639	09/06/2011	JOH019	Robert & Sandra Johnson & American	5,000.00	0
10640	09/06/2011	ROT001	Roto Rooter	5,602.50	0
10641	09/06/2011	RUB001	Rubberecycle	43,657.50	0
10642	09/06/2011	SIR001	Sirchie Fingerprint Labs	58.69	0
10643	09/06/2011	SOL003	Robin Solem	69.99	0
10644	09/06/2011	SPR002	Spray Advantage	165.25	0
10645	09/06/2011	SPR001	Springsted	2,000.00	0
10646	09/06/2011	STE001	Stennes Granite	2,525.00	0
10647	09/06/2011	STO001	Stone's Mobile Radio Inc	104.62	0
10648	09/06/2011	K&H001	Kenley Stordahl	4,500.00	0
10649	09/06/2011	STA005	Strata Corp	347.99	0
10650	09/06/2011	STR004	Strategic Insights Inc	721.41	0
10651	09/06/2011	STU001	Stuart's Towing	213.76	0
10652	09/06/2011	SUN001	Sunshine Terrace	98.70	0
10653	09/06/2011	SUN006	SunSource	586.36	0
10654	09/06/2011	SUP003	Supply Distribution Center	489.85	0
10655	09/06/2011	SUR001	Surplus Center	21.46	0
10656	09/06/2011	TAS001	Taser International	814.95	0
10657	09/06/2011	THO001	Thomas Bouregy & Co	139.50	0
10658	09/06/2011	TIG001	Tiger Direct.com	272.95	0
10659	09/06/2011	TIM001	Tim Shea's Nursery & Landscaping	1,630.00	0
10660	09/06/2011	UPS001	UPS	31.04	0
10661	09/06/2011	VAL002	Valley Truck	16.84	0
10662	09/06/2011	VAN002	Matthew Van Steenwyk	1,521.88	0
10663	09/06/2011	VER001	Verizon Wireless	705.53	0
10664	09/06/2011	VIL001	Vilandre Heating & A/C	233.18	0
10665	09/06/2011	WAL006	Daniel & Jessica Walter	319.93	0
10666	09/06/2011	WAS001	Waste Mgmt	1,880.47	0
10667	09/06/2011	WAT001	Water & Light Department	62,505.54	0
10668	09/06/2011	WDA001	WDAZ TV	1,785.00	0
10669	09/06/2011	WIZ001	Wizard's Enterprises Inc.	490.00	0
10670	09/06/2011	XCE001	Xcel Energy	1,342.98	0
10671	09/06/2011	XER001	Xerox Corporation	21.79	0
10672	09/06/2011	HIG001	Paul Zavoral	126,519.92	0
10673	09/06/2011	ZEE001	Zee Medical Service	136.53	0
				<hr/> <hr/>	
				Check Total:	576,000.14
				<hr/> <hr/>	

# Accounts Payable

## Check Register Totals Only

User: tknudson  
Printed: 9/1/2011 - 11:09 AM



# 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
10674	09/06/2011	DAR001	Darquest Industries, Corp	18,482.62	0
				<hr/> <hr/>	
Check Total:				18,482.62	
				<hr/> <hr/>	