

**AGENDA
SPECIAL CITY COUNCIL MEETING
CITY OF EAST GRAND FORKS
MAY 22, 2012
5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

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.

1. Consider approving the temporary liquor license application for the American Legion Post 157, for The Chamber After Business Hours event at Hugo’s #5 on June 14, 2012.
2. Consider approving the following “Off Sale” Non-Intoxicating Malt Liquor License Applicant:
 - a. East Side Travel Plaza located at 607 Gateway Drive, East Grand Forks, MN 56721.
3. Consider approving the following “Off Sale” Weekday Liquor License Applicant Renewals:
 - a. Pop’s Liquor located at 122 4th St. NE, East Grand Forks, MN 56721.
 - b. Hugo’s Wine & Spirits at 310 14th St. NE, East Grand Forks, MN 56721.
4. Consider approving the following “On Sale” Wine and “On Sale” Non-Intoxicating” Liquor License Applicant Renewals:
 - a. LBDMEGF, LLC, Little Bangkok located at 302 DeMers Avenue, East Grand Forks, MN 56721.
5. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant Renewals:
 - a. American Legion located at 1009 Central Ave. NW, East Grand Forks, MN 56721.
 - b. Blue Moose Bar & Grill located at 507 2nd St. NW, East Grand Forks, MN 56721.
 - c. Drunken Noodle located at 415 2nd St. NW, East Grand Forks, MN 56721.
 - d. Valley Golf Course located at 2407 River Road NW East Grand Forks, MN 56721.
6. Consider adopting Resolution 12-05-55 a Resolution approving the plans and specifications and ordering advertisement for bids for 2011 Assessment Job No. 1 – Street Paving to serve Greenway Crossing 2nd Resubdivision and unplatted properties.

7. Consider adopting Resolution 12-05-56 a Resolution approving the plans and specifications and ordering advertisement for bids for 2012 Assessment Job No. 3 – Street Paving to serve Absey’s 2nd Addition, Absey’s 3rd Addition, Beste’s Addition, and Peabody’s 1st Addition.

ADJOURN:

AMENDED

AMENDED

AMENDED

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
MAY 22, 2012
5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Civic Center Hockey Boards – Dave Aker
2. Condensers (Cooling Fans) at Civic Center – Dave Aker
3. John Deere Gator TS – Dave Aker
4. Presentation on Road Conditions – Jason Stordahl
5. 2012 Street Repairs Manhole/Catch Basin – Jason Stordahl
6. 2012 Crack Sealing – Jason Stordahl
7. Bygland Road/Coulee Project – Jason Stordahl

ADJOURN:

**AGENDA
CITY COUNCIL
CLOSED MEETING
CITY OF EAST GRAND FORKS
MAY 22, 2012
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Closed session to discuss litigation strategy on *Fantasysrus v. City of East Grand Forks*. Closed session is to be performed Pursuant the exception to the open meeting law for Attorney-Client privilege Minn. Stat. §§ 13.01; 13D.05, subd. 3(b).

ADJOURN

Upcoming Meetings:

Regular Meeting – June 5, 2012 – 5:00 PM – Council Chambers
Work Session – June 12, 2012 – 5:00 PM – Training Room
Regular Meeting – June 19, 2012 – 5:00 PM – Council Chambers
Work Session – June 26, 2012 – 5:00 PM – Training Room



Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 133, St. Paul MN 55101-5133
 (651) 215-6209 Fax (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



SP 1

**APPLICATION AND PERMIT
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <i>AMERICAN LEGION POST 157</i>		DATE ORGANIZED <i>1919</i>	TAX EXEMPT NUMBER <i>0925</i>	
STREET ADDRESS <i>1009 CENTRAL AVE NW</i>		CITY <i>EAST GRAND FORKS</i>	STATE <i>MN</i>	ZIP CODE <i>56721</i>
NAME OF PERSON MAKING APPLICATION <i>LORI WALSTAD</i>		BUSINESS PHONE <i>(218) 773-1129</i>	HOME PHONE <i>(701) 741-0249</i>	
DATES LIQUOR WILL BE SOLD <i>JUNE 14, 2012</i>		TYPE OF ORGANIZATION CLUB CHARITABLE RELIGIOUS OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <i>DAVID MARTEN</i>		ADDRESS <i>516 N. 7TH ST GRAND FORKS, ND 58203</i>		
ORGANIZATION OFFICER'S NAME <i>LYLE ROSE</i>		ADDRESS <i>20165 430TH AVE SW EAST GRAND FORKS, MN 56721</i>		
ORGANIZATION OFFICER'S NAME <i>STEVE SULLAND</i>		ADDRESS <i>4202 70TH AVE N GRAND FORKS, ND 58203</i>		
Location license will be used. If an outdoor area, describe <i>Outdoor parking lot of Hugo's # 5 in East GRAND FORKS.</i>				
Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service. <i>NO</i>				
Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage. <i>YES Insurance Advisors, Inc. 2,000,000</i>				
APPROVAL				
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT				
CITY/COUNTY _____		DATE APPROVED _____		
CITY FEE AMOUNT _____		LICENSE DATES _____		
DATE FEE PAID _____		_____		
SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____		APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____		

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

PS-09079 (02/05)

Application for License to Sell Off-Sale Non-Intoxicating Malt Liquors

Application to sell off-sale non-intoxicating malt liquors on those premises in the City of East Grand Forks, County of Polk, and State of Minnesota pursuant to the provisions of said Ordinances of said City.

Name of Business: Northdale Oil Inc dba East Side Travel Plaza

Address: 607 Gateway Drive, East Grand Forks, MN 56721

Authorized Representative: Scott Rock

Telephone Number: 218-773-4345

Over 21 years old: YES or NO (circle one) Citizenship: U.S.

Residence during the last 5 years: 828 E. 8th St., Neche, ND 58265

Type and location of every business or occupation that you have been engaged in during the last 5 years, together with the name and address of employers during said time: _____

Northdale Oil Inc, 448 Main Ave, Neche, ND 58265 - Petroleum

Five R, LLC, 607 Gateway Drive, East Grand Forks, MN 56721 - Petroleum

Ever convicted of a crime or violation related to alcoholic beverages in the last 5 years? No

If yes, when, where and for what such arrests or convictions have been made, giving the court and sentence: _____

N/A

If applicant is incorporated, under the laws of what state: C. Corp ND

Names and addresses of its officers, including street and number: _____

Scott & Maryke Rock

828 E. 8th St., Neche, ND 58265

Name and address of managing agent: Sherry Rousseau 129 Mercury Dr. NE

East Grand Forks, MN
56721

State nature of business on licensed premises - whether drug store, restaurant, hotel, or bona fide club, establishment for sale of non-intoxicating malt beverages: _____

gasoline station w/ convenience store

Describe in detail the premises where sale is to be conducted under the license applied for as to number of floors in building, the floor on which sale is to take place, the street and number, and legal description of premises: _____

One floor with one cooler selling alcoholic beverages located at the business on 607 Gateway Dr. NE in East Grand Forks, MN 56721

Are there any delinquent Real Estate taxes or utilities on premises to be licensed? No

Name and address of owner of building: Northdale Oil Inc

PO Box 298, Neeche, ND 58265

Name and address of any and all lessees and sub-lessees of building: Northdale Oil Inc,

PO Box 298, Neeche, ND 58265

Name and address of owner of fixtures and furniture in the place where such non-intoxicating malt liquors are to be sold: same as above

Name and address of any and every person who will have charge, management or control of the place: Craig & Tanya Scheer, 23197 Bugland Court, Fisher, MN 56723

Is applicant directly or indirectly interested in the ownership of any other liquor establishment an owner or holder of a license from the Commissioner as a manufacturer, brewer or wholesaler? No

Applicant herein agrees to abide by and be governed by all rules and regulations of the City and of the State pertaining to the sale of non-intoxicating malt liquors.

Applicant Scott Reck Date 5/15/2012

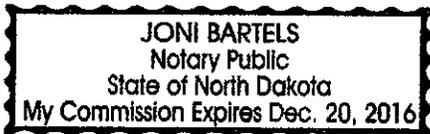
STATE OF MINNESOTA)
COUNTY OF POLK)ss.

Scott Reck being first duly sworn, on oath says that he/she is the person who made and signed the foregoing application; that he/she has read said application together with the questions,

answers, and statements therein and knows the contents thereof, and that the same are true to his/her own knowledge.

Applicant Scott R

Subscribed and sworn to before me this 15th day of May, 2012.



Notary Public Joni Bartels

Receipt# _____ Fee of \$137.50 paid on _____, 20____.

CITY FORM B



Department of Public Safety
 Alcohol & Gambling Enforcement Division
 444 Cedar Street, Suite 133
 St. Paul, MN 55101

Phone: 651-296-6159 TDD: 651-282-6555

**APPLICATION FOR RETAILER'S (BUYER) CARD FOR LIQUOR OR WINE
 FEE \$20.00**

CARD NUMBER
 (Office Use Only)

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	INDEN. NO.
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) <i>Northdale Oil Inc</i>		BUSINESS NAME (DBA) <i>East Side Travel Plaza</i>	
BUSINESS ADDRESS <i>607 Gateway Drive</i>		COUNTY <i>Polk</i>	BUSINESS PHONE <i>218-773-4345</i>
CITY, STATE, ZIP CODE <i>East Grand Forks, MN 56721</i>		AUTHORIZED SIGNATURE <i>Scott Reed</i>	

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: Northdale Oil Inc.

2. Is applicant an **individual**, **partnership** or **corporation**? (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers Scott A. Reck President
 " " Vice-Pres
Marylee A. Reck Treasurer
 " " Secretary

4. Names of Directors
Same

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>Scott Reck</u>	<u>150</u>
<u>Marylee Reck</u>	<u>150</u>

6. Names of Partners: N/A

7. Name and address of manager/agent: (must be a resident of city)
Sherry Rousseau 129 Mercury Dr. NE, East Grand Forks, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
N/A

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No X

Scott Reck Signatures of authorized individual Date 5/15/12

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)
05/15/12

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
 Home Office: P.O. Box 328
 Owatonna, MN 55060
 Phone: 1-888-333-4949

INSURED 313-644-7
NORTHDAL OIL INC
EASTSIDE TRAVEL PLAZA
607 GATEWAY DRIVE
EAST GRAND FORKS MN 56721

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	9404025	09/01/11	09/01/12	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one firm) \$ 100,000				
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9404025	09/01/11	09/01/12	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	9404026	09/01/11	09/01/12	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
A	WORKERS COMPENSATION EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9404025	09/01/11	09/01/12	WC STATUTORY LIMITS OTHER \$ 1,000,000
	OTHER				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000

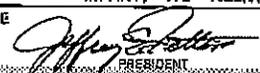
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S):
 ND
 COVERAGE IS PROVIDED FOR UNDER LIQUOR LIABILITY POLICY #9081420 WITH A LIMIT OF \$500,000 EACH COMMON CAUSE LIMIT.

\$500,000 AGGREGATE LIMIT.
COVERAGE IS CONTINUOUS UNTIL CANCELLED.

CERTIFICATE HOLDER
 3136447
CITY OF EAST GRAND FORKS MN 26
PO BOX 373
EAST GRAND FORKS MN 56721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 PRESIDENT

See below

EASTSIDE TRAVEL PLAZA/FIVE R L

Date: 01-02-12

Sales/Cost Category Report

Page: 1

Ref	Dept	Loc	Description	MTD Qty	YTD Qty	MTD Sales	YTD Sales	MTD Cost	YTD Cost
13DND	B		SOY DYED NORTH DAKOTA	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	B		#1 DYED DIESEL	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
14D	B		LS DYED DIESEL WSOY	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	S		ETHANOL 87	57155.60	682705.58	\$182,349.48	\$2,429,076.85	\$0.00	\$0.00
4	B		ETHANOL 87 BULK	14382.00	204128.00	\$45,708.99	\$695,967.22	\$0.00	\$0.00
4	T		ETHANOL 87 TANKER	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
4ND	B		ETHANOL 87-ND	2643.00	44714.00	\$8,388.70	\$152,882.66	\$0.00	\$0.00
4P	S		ETHANOL 89	1102.15	7753.24	\$3,573.69	\$27,851.59	\$0.00	\$0.00
4PND	B		ETHANOL 89-ND	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
4RND	B		ETHANOL 87-RESALE ND	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
4S	S		ETHANOL 92	1396.60	21217.15	\$4,987.99	\$81,987.85	\$0.00	\$0.00
4TE	S		ETHANOL 87 TAX EXEMPT	411.95	4247.26	\$1,228.30	\$14,019.90	\$0.00	\$0.00
5	S		#1 DYED DIESEL	0.00	495.16	\$0.00	\$1,980.16	\$0.00	\$0.00
5HMN	B		#1 DYED DIESEL-HEATING MN	970.00	11495.00	\$3,461.55	\$38,477.31	\$0.00	\$0.00
5HND	B		#1 DYED HEATING-ND	106.00	2240.00	\$376.30	\$8,061.88	\$0.00	\$0.00
5MN	B		#1 DYED DIESEL	155.00	2029.00	\$572.05	\$7,484.30	\$0.00	\$0.00
5ND	B		# DYED DIESEL-ND	0.00	16532.00	\$0.00	\$55,916.27	\$0.00	\$0.00
6	S		CLEAR BIODIESEL ULS	35990.33	572395.98	\$143,020.23	\$2,274,791.31	\$0.00	\$0.00
6	T		CLEAR BIODIESEL ULS	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	B		CLEAR BIODIESEL CLEAR ULS	29109.00	1020120.00	\$107,685.64	\$3,869,654.82	\$0.00	\$0.00
6BID	S		CLEAR BIODIESEL ULS BID	17121.88	135557.78	\$63,405.04	\$820,346.81	\$0.00	\$0.00
6FMN1	S		#1 CLEAR DIESEL ULS	11277.95	100635.00	\$50,555.30	\$404,281.78	\$0.00	\$0.00
6FMN1B	S		#1 CLEAR DIESEL BID	2107.62	26135.73	\$8,451.95	\$87,138.32	\$0.00	\$0.00
6ND			CLEAR DIESEL-ND	0.00	2100.00	\$0.00	\$7,526.40	\$0.00	\$0.00
6ND	B		CLEAR DIESEL FUEL ND	12306.00	392883.19	\$43,783.10	\$1,437,010.75	\$0.00	\$0.00
6RFN	B		#2 CLEAR DF-RESALE ND	0.00	7303.00	\$0.00	\$22,818.95	\$0.00	\$0.00
6TE	S		#2 CLEAR BIODIESEL TAX EX	4903.75	44012.55	\$17,111.00	\$156,799.10	\$0.00	\$0.00
6TE1	S		#1 CLEAR DIESEL TAX EXEMPT	171.22	4093.16	\$662.84	\$14,299.97	\$0.00	\$0.00
7	S		#2 DYED BIODIESEL	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	T		#2 DYED BIODIESEL TANKER	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
7GOVT	B		DYED BIODIESEL-.275 TAX	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
7HMN	B		#2 DYED BIODIESEL-HEATING	7721.00	37331.30	\$26,187.50	\$124,173.96	\$0.00	\$0.00
7HND	B		#2 DYED HEATING-ND	734.00	4631.00	\$2,473.50	\$15,168.23	\$0.00	\$0.00
7MN	B		#2 DYED BIODIESEL	223659.00	1089488.00	\$689,257.63	\$3,432,610.73	\$0.00	\$0.00
7MNTX	B		#2 DYED BIODIESEL-MN SLTX	15543.00	368413.00	\$51,877.17	\$1,213,666.98	\$0.00	\$0.00
7MNTX	S		#2 DYED BIODIESEL-MN SLTX	4896.46	81293.48	\$19,273.51	\$285,303.51	\$0.00	\$0.00
7ND	B		#2 DYED DIESEL ND	81095.00	403451.00	\$255,507.58	\$1,303,674.28	\$0.00	\$0.00
7RND	B		DYED DF-RESALE ND	0.00	8538.00	\$0.00	\$26,784.16	\$0.00	\$0.00
7SC	S		OFF ROAD SCHOOL	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
9DH	B		KEROSENE-DYED HEATING	0.00	20.00	\$0.00	\$65.00	\$0.00	\$0.00
9DH	S		KEROSENE-DYED HEATING	0.00	0.00	\$1,406.35	\$5,971.82	\$0.00	\$0.00
AUTO	S		AUTOMOTIVE	0.00	0.00	\$2,257.66	\$23,243.71	\$0.00	\$0.00
AUTOFR	S		AUTO FRY FOOD	0.00	0.00	\$4,353.92	\$30,569.78	\$0.00	\$0.00
AUTOTE	S		AUTOMOTIVE TAX EXEMPT	0.00	0.00	\$0.00	\$41.55	\$0.00	\$0.00
BAKERY	S		BAKERY	0.00	0.00	\$451.73	\$4,797.27	\$0.00	\$0.00
BAL	S			0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
BALFOR	S		BALANCE FORWARD	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00
BD	S		BAD DEBT-TX WRITEOFF	0.00	0.00	\$-1,123.39	\$-1,884.79	\$0.00	\$0.00
BEER	S		BEER SALE	0.00	0.00	\$343.97	\$4,683.88	\$0.00	\$0.00
CALCAR	S		CALLING CARDS	0.00	0.00	\$74.95	\$569.85	\$0.00	\$0.00

Yearly beer sales

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Federated Insurance
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: 9061419

Dates of Coverage: 4/1/2012 - 9/1/2012 Coverage is continuous
(or) until cancelled

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/11/12

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
Home Office: P.O. Box 328
Owatonna, MN 55060
Phone: 1-888-333-4949

INSURED 313-644-7
NORTHDAL OIL INC
PO BOX 298
NECHE ND 58265

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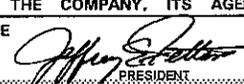
COMPANIES AFFORDING COVERAGE

COMPANY A	FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	9404025	09/01/11	09/01/12	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 100,000				
	MED EXP (Any one person) \$				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9404025	09/01/11	09/01/12	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY:				
	EACH ACCIDENT \$				
	AGGREGATE \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9404026	09/01/11	09/01/12	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000				
A	WORKERS COMPENSATION EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9404025	09/01/11	09/01/12	WC STATUTORY LIMITS OTH-ER
	EL EACH ACCIDENT \$ 1,000,000				
	EL DISEASE - POLICY LIMIT \$ 1,000,000				
	EL DISEASE - EA EMPLOYEE \$ 1,000,000				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
STOP-GAP(EMPLOYER'S LIABILITY) COVERED STATE(S):
ND
COVERAGES ARE PROVIDED FOR UNDER LIQUOR LIABILITY POLICY #9061420 WITH A LIMIT OF \$500,000 EACH COMMON CAUSE LIMIT,
\$500,000 AGGREGATE LIMIT.
COVERAGES ARE CONTINUOUS UNTIL CANCELLED.

CERTIFICATE HOLDER 3136447 CITY OF EAST GRAND FORKS MN PO BOX 373 EAST GRAND FORKS MN 56721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  PRESIDENT
--	--



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



SP 3

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code QFSL License Period Ending 6/30/2012 # 3241
City/County where license approved. East Grand Fks

Licensee Name Pop's Liquor LLC

Trade Name

Licensed Location address Pop's Liquor

City, State, Zip Code 122 Fourth St NE

Business Phone East Grand Fks, MN 56721

218/773-3036

LICENSE FEES: Off Sale \$ 150.00 On Sale \$ 0.00 Sunday \$ 0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 6-9-67 SS# [Redacted] Date 5-2-12
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: POP'S LIQUOR

2. Is applicant an **individual**, **partnership** or **corporation?** (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers

<u>Scott Baldock</u>	President
<u>Jeff Baldock</u>	Vice-Pres
	Treasurer
<u>Stacy Baldock</u>	Secretary

4. Names of Directors

Scott Baldock

Jeff Baldock

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>Scott Baldock</u>	<u>50%</u>
<u>Jeff Baldock</u>	<u>50%</u>

6. Names of Partners:

Scott Baldock

Jeff Baldock

7. Name and address of manager/agent: (must be a resident of city)
930 3rd Ave NE, EGT, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
N/A

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No ✓

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No ✓

[Signature]
 Signatures of authorized individual

5-2-12
 Date

FED ID# 41 8004 359

MN ID# 535 8945

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Berkley Risk Administrators Co, LLC
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: WC-22-04-12095-00

Dates of Coverage: 7-1-12 - 7-1-13
(or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/10/2012
PRODUCER (218) 773-4158 Evergreen Insurance Agency 722 Demers Avenue East Grand Forks MN 56721- INSURED Pop's Liquor LLC 122 4TH STREET NE E GRAND FORKS MN 56721-	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Allied Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

INSR	ADP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP7104505531	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
		<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER		/ /	/ /	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER () - () - City of East Grand Forks P.O. Box 373 East Grand Forks MN 56721-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2012

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

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

PRODUCER Evergreen Ins Agency E Grand Forks MN Inc Evergreen Ins 722 Demers Ave East Grand Forks, MN 56721	CONTACT NAME: Berkley Risk Administrators Company, LLC	
	PHONE (A/C No. Ext): (612) 766-3000	FAX (A/C No.): (866) 215-8118
E-MAIL ADDRESS: PolicyServices@berkleyrisk.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MN Workers' Compensation Assigned Risk Plan		99981
INSURED Eastside Express Inc 122 4th Street NE East Grand Forks, MN 56721		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

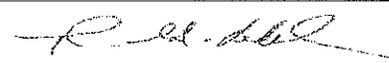
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC-22-04-120195-11	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE -EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Election Category Election Status Name Officer Exclude Jeff Baldock Officer Exclude Scott Baldock	All Entities/Insureds: Eastside Express Inc Pop's Liquor LLC
--	---

CERTIFICATE HOLDER City Of East Grand Forks 600 Demers Avenue East Grand Forks, MN 56721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code OFSI License Period Ending 6/30/2010 # 32136

City/County where license approved. East Grand Fks

Licensee Name Valley Liquors Inc.

Trade Name

Licensed Location address Hugo's Wine & Spirits

City, State, Zip Code 310 14th St NE

Business Phone East Grand Fks, MN 56721

218/773-2418

LICENSE FEES: Off Sale \$ On Sale \$ Sunday \$

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature: [Signature] DOB SS# [Redacted] Date 5-1-12

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature Date

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: Valley Liquors, Inc. dba Hugo's Wine & Spirits

2. Is applicant an **individual**, **partnership** or **corporation**? (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers

<u>Kristi Magnuson Nelson</u>	President
<u>Diane Magnuson</u>	Vice-Pres
<u>David Magnuson</u>	Treasurer
_____	Secretary

4. Names of Directors

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>Kristi Magnuson Nelson</u>	_____
<u>Diane Magnuson</u>	_____
<u>David Magnuson</u>	_____

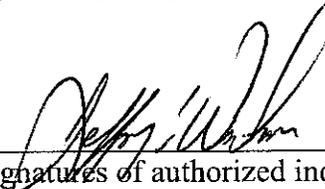
6. Names of Partners: _____

7. Name and address of manager/agent: (must be a resident of city)
Jeff Westrem 8 Wylie Court Elk River, MN 56021

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
N/A

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No X

 _____
 Signatures of authorized individual Date 5-4-12

FED ID# 26-3827560 MN ID# 9984020

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Standard Fire Ins. Co.
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: ICUB7698X30211

Dates of Coverage: 7-01-12 to 7-01-2013
(or)

I am not required to have workers' compensation liability coverage because:

() I have no employees covered by the law.

() Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: VL

DATE (MM/DD/YYYY)

05/10/12

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

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

PRODUCER Vaaler Insurance, Inc. P. O. Box 12848 Grand Forks, ND 58208-2848 Bruce D. Vaaler	701-775-3131 701-775-4020	CONTACT NAME: Vicki Larson PHONE (A/C, No, Ext): 701-775-3131 E-MAIL ADDRESS: vlarson@vaaler.com PRODUCER CUSTOMER ID #: HUGO-02	FAX (A/C, No): 701-775-4020
INSURED Valley Liquors Inc Kristi Magnuson-Nelson 1950 32nd Ave So-Suite C Grand Forks, ND 58201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : AMCO Insurance Company		19100
	INSURER B : Standard Fire Insurance Co		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ACP7305136053	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	ICUB7698X30-2-11	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		ACP7305136053	07/01/12	07/01/13	1,000,000

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

Covered Location: 310 14th St. NE, East Grand Forks, MN 56721

CERTIFICATE HOLDER	CANCELLATION
CITYE-3 City of East Grand Forks City Hall PO Box 322 East Grand Forks, ND 56721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



SP 4

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code 3.20NSS License Period Ending 6/30/2012 # 30521
City/County where license approved. East Grand Fks

Licensee Name LBDMEGF LLC
Trade Name Little Bangkok
Licensed Location address 302 Demers Ave

City, State, Zip Code East Grand Fks, MN 56721
Business Phone 701/219-1423

LICENSE FEES: Off Sale \$ _____ On Sale \$ _____ Sunday \$ _____

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 12/12/1973 SS# [Redacted] Date 5/17/12
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: LBDMEGF LLC dba Little Bangkok

2. Is applicant an **individual**, **partnership** or **corporation**? (Circle one)
If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
If corporation, start at question 3 and continue.

3. Name of Officers

<u>David Scheer</u>	President
<u>Thamrong Dechawuth</u>	Vice-Pres
_____	Treasurer
_____	Secretary

4. Names of Directors

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
_____	_____
_____	_____
_____	_____

6. Names of Partners: _____

7. Name and address of manager/agent: (must be a resident of city)
Dow Storey 2114 8th Ave NW East Grand Forks, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
50

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes X No _____

Thom Duto _____ 5/17/12
Signatures of authorized individual Date

FED ID# 27-2528921 MN ID# 1684441

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Warner and Company
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: WC 794805

Dates of Coverage: 3/11/12 - 3/11/13

(or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



THAIORC-01

BECA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2012

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

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

PRODUCER Warner and Company PO Box 1470 Fargo, ND 58107		(701) 237-6414	CONTACT NAME: Caroline Bense PHONE (A/C, No, Ext): (701) 237-6414 107 FAX (A/C, No): (701) 239-0009 E-MAIL ADDRESS: cbense@warnerandcompany.com
INSURED Thai Orchid, LLC 623 NP Ave N Fargo, ND 58102		INSURER(S) AFFORDING COVERAGE INSURER A : Harleysville Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR/VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC79480J	3/11/2012	3/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		GL71899G	7/1/2011	7/1/2012	Per Occurrence \$1,000,000	
A	Liquor Liability		GL71899G	7/1/2011	7/1/2012	Aggregate \$2,000,000	

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

CERTIFICATE HOLDER**CANCELLATION**

LBDMEGF LLC
 302 Demers Ave
 East Grand Forks, MN 56721-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

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SP 5

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code ONSS License Period Ending 6/30/2012 ID# 821

City/County where license approved. East Grand Fks

Licensee Name Am Leg 157

Trade Name

Licensed Location address East Grand Forks American Legion

City, State, Zip Code 1009 Central Ave NW

Business Phone East Grand Fks, MN 56721

218/773-1129

LICENSE FEES: Off Sale \$ On Sale \$ Sunday \$

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 02/10/1947 SS# [Redacted] Date 10 MAY 2012
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: AMERICAN LEGION Post # 157

2. Is applicant an **individual**, **partnership** or **corporation** (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers

<u>JIM DONKEN</u>	President
<u>JIM HANCE</u>	Vice-Pres
<u>WALTER FOLENDORF</u>	Treasurer
<u>TERRY BURRAS</u>	Secretary

4. Names of Directors

DAVID MARTIN

LYLE ROSE

STEVE SULLAND

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
_____	_____
_____	_____
_____	_____

6. Names of Partners: _____

7. Name and address of manager/agent: (must be a resident of city)
WALTER FOLENDORF 321 MERO CT SE E67, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
300

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No X

Walter Oliver Folendorf
 Signatures of authorized individual

10 MAY 2012
 Date

FED ID# 41-0642687 MN ID# 8215727

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Security Nat'l Ins Co
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: SWC 1001346

Dates of Coverage: 7-7-12 to 7-7-13

(or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CL

DATE (MM/DD/YYYY)

04/06/12

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

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

PRODUCER Insurance Advisors, Inc. 15020 27th Avenue N. Plymouth, MN 55447 Aaron Cavanaugh	763-536-8006	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
	763-398-4060	E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: ALEAST1	
INSURED American Legion Post #157 and Auxiliary 1009 Central Ave NW East Grand Forks, MN 56721-0444	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Integrity Mutual Insurance Co.		14303
	INSURER B : Security Nat'l. Insurance Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BP2621016-00	07/01/12	07/01/13	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			BP2621016-00	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BP2621016-00	07/01/12	07/01/13	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	SWC1001346	07/07/12	07/07/13	WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			BP2621016-00	07/01/12	07/01/13	Ea Common	1,000,000
							Aggregate	2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

EASTGRA City of East Grand Forks P.O. Box 373 East Grand Forks, MN 56721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code DNSS License Period Ending 6/30/2012 ID# 7862

City/County where license approved. East Grand Fks

Licensee Name East River's Edge Corp.

Trade Name

Licensed Location address Blue Moose Bar & Grill

City, State, Zip Code 507 Second St NW

Business Phone East Grand Fks, MN 56721

218/773-6516

LICENSE FEES: Off Sale \$ _____ On Sale \$ _____ Sunday \$ _____

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 10-21-1986 SS# [Redacted] Date 5-11-12

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: East River's Edge Corporation DBA "The Blue Moose Bar and Grill"

2. Is applicant an **individual**, **partnership** or **corporation?** (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers

<u>David Homstad</u>	President
<u>Greg Stennes</u>	Vice-Pres
<u>Lyle Gerszewski</u>	Treasurer
<u>Patrick Boppre</u>	Secretary

4. Names of Directors

David Homstad
Greg Stennes
Lyle Gerszewski
Patrick Boppre
Nathan Sheppard

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>David Homstad</u>	<u>15,000</u>
<u>Greg Stennes</u>	<u>15,000</u>
<u>Lyle Gerszewski</u>	<u>15,000</u>
<u>Patrick Boppre</u>	<u>7,500</u>
<u>Nathan Sheppard</u>	<u>7,500</u>

6. Names of Partners: David Homstad, Greg Stennes, Lyle Gerszewski, Patrick Boppre, Nathan Sheppard

7. Name and address of manager/agent: (must be a resident of city)
Patrick Boppre 120 4th St NW East Grand Forks, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
297

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No X


 Signatures of authorized individual

5-11-12
 Date

FED ID# 411766541

MN ID# 1356900

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Acuity (Not the insurance agent)

Policy Number or Self-Insurance Permit Number: E 96293-3

Dates of Coverage: 7-01-2012 to 7-01-2013
Get in touch w/ insurance agent (or)

I am not required to have workers' compensation liability coverage because:

- I have no employees covered by the law.
- Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code DNSS License Period Ending 6/30/2012 ID# 33940

City/County where license approved. East Grand Fks

Licensee Name Thai Orchid LLC

Trade Name

Drunken Noodle

Licensed Location address

415 2nd St NW

City, State, Zip Code

East Grand Fks, MN 56721

Business Phone

218/399-2100

LICENSE FEES: Off Sale \$

On Sale \$

Sunday \$

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 12/12/1973 SS# [Redacted] Date 4/28/12

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____

(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: Thai Orchid LLC dba Drunken Noodle

2. Is applicant an **individual**, **partnership** or **corporation**? (Circle one)
 If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
 If corporation, start at question 3 and continue.

3. Name of Officers

<u>Thamrong Dechawuth</u>	President
<u>David Scheer</u>	Vice-Pres
_____	Treasurer
_____	Secretary

4. Names of Directors

5. Names of stockholders and number of shares held by each:

Name	Number of Shares
<u>Thamrong Dechawuth</u>	<u>517</u>
<u>David Scheer</u>	<u>497</u>
_____	_____

6. Names of Partners: _____

7. Name and address of manager/agent: (must be a resident of city)
Jirapha Supawedsakun 302 Demers Ave EGF, MN 56721

8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
120

9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No X

10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes X No _____

Thamrong Dechawuth _____
 Signatures of authorized individual Date 5/17/12

FED ID# 26-3451268 MN ID# 2336272

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Warner and Company
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: WC 794805

Dates of Coverage: 3/11/12 - 3/11/13
(or)

I am not required to have workers' compensation liability coverage because:

- I have no employees covered by the law.
- Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.



THAIORC-01

BECA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2012

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

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

PRODUCER Warner and Company PO Box 1470 Fargo, ND 58107	(701) 237-6414	CONTACT NAME: Caroline Bense
		PHONE (A/C, No, Ext): (701) 237-6414 107 FAX (A/C, No): (701) 239-0009
		E-MAIL ADDRESS: cbense@warnerandcompany.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Harleysville Insurance Company		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Thai Orchid, LLC
623 NP Ave N
Fargo, ND 58102

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	Liquor Liability			GL71899G	7/1/2012	7/1/2013	Per Occurrence 1,000,000
A	Liquor Liability			GL71899G	7/1/2012	7/1/2013	Aggregate 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.

License Code ONSS License Period Ending 6/30/2010# 12467

City/County where license approved. East Grand Fks

Licensee Name Valley Golf Association

Trade Name

Valley Golf Course

Licensed Location address

2407 River Road NW

City, State, Zip Code

East Grand Fks, MN 56721

Business Phone

218/773-1207

LICENSE FEES: Off Sale \$

On Sale \$

Sunday \$

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

- 1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

X Licensee Signature Scott Lynn DOB 1-29-71 SS# [redacted] Date 5-15-12
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature Date
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature Date
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature Date
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10

**GENERAL INFORMATION SHEET
REQUIRED TO ACCOMPANY ANNUAL BEER AND LIQUOR APPLICATIONS**

1. Name of applicant: Valley Golf Association
2. Is applicant an **individual**, **partnership** or **corporation**? (Circle one)
If individual, go to question 7 and continue. If partnership, go to question 6 and continue.
If corporation, start at question 3 and continue.
3. Name of Officers
- | | |
|-----------------------|-----------|
| <u>Don Leonard</u> | President |
| <u>Jay Frydenlund</u> | Vice-Pres |
| <u>Dan Filipi</u> | Treasurer |
| <u>Larry Sloan</u> | Secretary |
4. Names of Directors
- | |
|----------------------|
| <u>Dave Garrett</u> |
| <u>Tom Spoor</u> |
| <u>Tom Budge</u> |
| <u>Kirk Driscoll</u> |
5. Names of stockholders and number of shares held by each:
- | Name | Number of Shares |
|------------|------------------|
| <u>N/A</u> | <u>546</u> |
| _____ | _____ |
| _____ | _____ |
6. Names of Partners: N/A
7. Name and address of manager/agent: (must be a resident of city)
Scott Eggers
8. Seating capacity for serving meals at tables related to the Sunday On Sale liquor license:
120
9. Are there any delinquent taxes or charges owed to the City on the premises where licenses are to be issued: Yes _____ No
10. Are there any individuals who are involved with the licenses requested under the age of 21 or not citizens of the United States? Yes _____ No

Scott Eggers
Signatures of authorized individual

5-15-12
Date

FED ID# 23-7139538

MN ID# 6154458

PROOF OF WORKERS' COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: Owner's Insurance Company
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: 091706 08030134

Dates of Coverage: 7/1/2012 to 7/1/2013
(or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify) _____

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

Scott Lynn 5-15-12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2012

PRODUCER (218) 773-4158
Evergreen Insurance Agency
722 Demers Avenue

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

East Grand Forks MN 56721-

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
VALLEY GOLF ASSOCIATION
2407 River Road NW

INSURER A: **ALLIED**
INSURER B: **Auto-Owners**
INSURER C:
INSURER D:
INSURER E:

E GRAND FORKS MN 56721-

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ACP 71432272363	07/01/2012	07/01/2013	EACH OCCURRENCE	\$ 1,000,000
				/ /	/ /	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				/ /	/ /	MED EXP (Any one person)	\$ 5,000
				/ /	/ /	PERSONAL & ADV INJURY	\$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	\$ 2,000,000
				/ /	/ /	PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	\$
				/ /	/ /	BODILY INJURY (Per person)	\$
				/ /	/ /	BODILY INJURY (Per accident)	\$
				/ /	/ /	PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT	\$
				/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	\$
				/ /	/ /	AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		/ /	/ /	EACH OCCURRENCE	\$
				/ /	/ /	AGGREGATE	\$
				/ /	/ /		\$
				/ /	/ /		\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	091706 08030134	07/01/2012	07/01/2013	WC STATU-TORY LIMITS	OTH-ER
				/ /	/ /	E.L. EACH ACCIDENT	\$ 500,000
				/ /	/ /	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
				/ /	/ /	E.L. DISEASE - POLICY LIMIT	\$ 500,000
A		OTHER Liquor Liability	ACP 71-4-2272363	07/01/2012	07/01/2013	Aggregate Limit	2,000,000
				/ /	/ /	Each common cause	
				/ /	/ /	limit	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Valley Golf's Physical address is: 2407 River RD NW, East Grand Forks, MN 56721

CERTIFICATE HOLDER

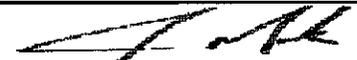
() - () -

City of East Grand Forks
600 Demers AVE
P.O. Box 373
East Grand Forks MN 56721-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Request for Council Action

Date: May 16, 2012

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

Cc: File

From: Greg Boppre, P.E.

RE: File Plans/Specifications-14th Ave SE, 13th Street SE and Greenway Boulevard

Background:

I would like to file, get authorization to advertise and set bid date for 2011 AJ#1 – 14TH Ave SE and 2012 AJ#3 – Greenway Boulevard and 13th Street SE

Recommendation:

File Plans and Specifications

Enclosures:

N/A

RESOLUTION NO. 12 – 05 - 55

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS**

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

WHEREAS, pursuant to a resolution passed by the Council on May 22, 2012 the City Engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2011 Assessment Job No. 1 – Street Paving to serve Greenway Crossing 2nd Resubdivision and unplatted properties has presented such plans and specifications to the Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be considered by the Council at 5:00 p.m. on June 19, 2012 in the Council Chambers of the East Grand Forks City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of East Grand Forks for five percent of the amount of such bid.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: May 22, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of July, 2011.

Mayor

RESOLUTION NO. 12 – 05 - 56**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS**

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

WHEREAS, pursuant to a resolution passed by the Council on May 22, 2012 the City Engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2012 Assessment Job No. 3 – Street Paving to serve Absey’s 2nd Addition, Absey’s 3rd Addition, Beste’s Addition, and Peabody’s 1st Addition has presented such plans and specifications to the Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be considered by the Council at 5:00 p.m. on June 19, 2012 in the Council Chambers of the East Grand Forks City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier’s check, bid bond or certified check payable to the City of East Grand Forks for five percent of the amount of such bid.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: May 22, 2012

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of July, 2011.

Mayor

Request for Council Action

Date: May 15, 2012

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

Cc: File

From: Dave Aker

RE: Civic Center Hockey Boards

Background:

The Civic Center has hockey boards in the rink since 1990, we are currently have problems with the boards getting rotten on the inside and glass breaking from the standards bent from getting hit with pucks and the plastic is breaking down on the glass. We have two bids from Becker and they are the National Joint Powers Alliance Cooperative Purchasing Program. The two bids are for 5/6" glass around the rink with six foot high and eight foot high tempered glass, and they are both \$126,630.51.

Recommendation:

I recommend we get the bid for six foot tempered glass because an eight foot glass would need a forklift plus an eight foot glass would not open on the south end of the rink. We would also need an extra worker. The 5/6" glass is recommended behind the nets, right now we have 1/2" glass behind the nets

Enclosures:

The bids are in the packet.



Rink Solutions That Perform!



Quotation # 3812-EAS

Revision #1

Date: April 26, 2012

**Prepared for:
Mr. Dave Aker
East Grand Forks Civic Center
East Grand Forks, MN**

Our understanding of your current situation:

You are currently updating pricing for new dasher boards and glass for the East Grand Forks Civic Center

Our approach to meet your needs:

We are providing pricing for new dasher boards and glass as well as the discounts through the National Joint Powers Alliance (NJPA)

Thank you for considering Becker Arena Products, Inc. as a product supplier and partner in your current project. We have been serving the Sports and Recreation Industry since 1988. We welcome the opportunity to earn your trust with this project by demonstrating our ability to perform to your satisfaction through our staff of professionals, with our versatility, experience, on-time deliveries and commitment to quality.

With Becker Arena Products you will receive a Worry Free project – Guaranteed.

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #081910 – BAP](#)

The National Joint Powers Alliance (NJPA) is a municipal contracting agency and member-owned cooperative with more than 30,000 member agencies. Members are legally allowed to purchase off NJPA contracts while satisfying their own local bidding requirements. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning **our contract #081910-BAP** when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to njpacoop.org for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

6611 West Hwy 13

Savage MN 55378

www.beckerarena.com

800-234-5522

Quotation Details and Options

Becker Arena Products, Inc.

Savage MN 55378

www.beckerarena.com

800-234-5522

Per your recent inquiry, below please find the updated pricing for the following dasher board system.

BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install one custom built BAP6.0 **Signature Series** dasher board system along with related options and accessories. The pricing is based on the information furnished and will include the following items and features.

DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

Rink Size: 200' x 85' x 28' radius - 522 lineal feet of 42" high BAP6.0 **Signature Series** galvanized steel frame dasher boards (Ring only no box divider panels)
1/2" white high-density polyethylene dasher facing
1/2" x 8" yellow high-density polyethylene kick plate
3/4" **green** high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
Custom anchoring – See Additional Requirement below

GATES

One 10'-0" straight Bi-fold double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
Four 2'-6" player box gates with heavy duty hinges and lift latches
Two 2'-6" penalty box gates with heavy duty hinges and ice side push button latches
One straight 3'-0" access gate with heavy duty hinges and ice side push button latch
One straight 6'-0" double leaf access gate with heavy duty hinges and ice side push button latch
1" thick high-density polyethylene thresholds on player, penalty and access gates

PLAYER, PENALTY AND TIMEKEEPERS AREA

Player boxes are on opposite side of rink from Penalty & Timekeeper boxes
Box areas do not include dividers or back walls – re-use existing
Player box area – Two each 30' long
Penalty box area – Two each 11'-6" long
Timekeeper box area – One each 8' long
91 lineal feet of 3/8" thick white high-density polyethylene backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes.
3/4" Green high-density polyethylene sheet for existing timekeeper table – One piece 21" x 70"
& One piece a 21" x 26"

TEMPERED GLASS SHIELDING

234 lineal feet of 5/8" x 6'-0" high tempered glass shielding for the ends and radius corners of the rink complete with two-piece anodized aluminum shield supports

228 lineal feet of 1/2" x 6'-0" high "Vision" supportless tempered glass shielding for the sides of the rink complete with polycarbonate shield support clips

Shield termination padding

BACKER PANELS

Becker Arena Products, Inc. will furnish and install 431 lineal feet of 3/8" green high-density polyethylene backer sheet on the entire perimeter of the rink. (Excluding player, penalty and timekeeper boxes) See backer description for boxes above. The price includes one 1" x 2" steel tube added to steel frame of dasher panels.

INSTALLATION

Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system. Price includes installation labor (Non-union labor / @ Polk County prevailing wage rate for carpenter classification), all travel, lodging, per diem and a forklift

TOTAL PRICE DELIVERED & INSTALLED

\$ 124,720.73

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT
BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #081910 - BAP

NJPA BASE PRICE DISCOUNT – 5%	[\$ 6,236.04]
BASE PRICE WITH 5% NJPA DISCOUNT	\$ 118,484.69
MINNESOTA SALES TAX – 6.875%	\$ 8,145.82
TOTAL WITH MINNESOTA SALES TAX	\$ 126,630.51

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SOURCED GOODS PROVISION

ADDITIONAL REQUIREMENT – SPECIAL ANCHOR REQUIREMENTS – BAP to furnish special anchor plates as needed for the installation of the new dasher system

Please add to the base price	\$ 2,781.00
NJPA DISCOUNT – 5%	<u>[\$ 139.05]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 2,641.95
MINNESOTA SALES TAX – 6.875%	<u>\$ 181.63</u>
TOTAL WITH MINNESOTA SALES TAX	\$ 2,823.58

SHIELDING OPTIONS

Option #1 - “VISION” SUPPORTLESS TEMPERED GLASS ON ENDS & RADIUS CORNERS - Becker Arena Products, Inc. will furnish “Vision” supportless tempered glass shielding on the ends & radius corners of the rink in lieu of the supported shield system in the base bid. Complete with formed polycarbonate shield support clips.

Please add to the base price – Ends & radius corners	\$ 2,508.48
NJPA DISCOUNT – 5%	<u>[\$ 125.42]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 2,383.06
MINNESOTA SALES TAX – 6.875%	<u>\$ 194.12</u>
PRICE WITH MINNESOTA SALES TAX	\$ 2,577.18

Option #2 – “VISION RADIUS” SUPPORTLESS GLASS SYSTEM – Becker Arena Products, Inc. will furnish and install the BAP “Vision Radius” supportless glass system on all four corners in lieu of the standard segmented “Vision” supportless glass system in Option #1.

Please add to Option #1	\$ 3,836.80
NJPA DISCOUNT – 5%	<u>[\$ 191.84]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 3,644.96
MINNESOTA SALES TAX – 6.875%	<u>\$ 250.59</u>
PRICE WITH MINNESOTA SALES TAX	\$ 3,895.55

The above prices do not include any permit fees that may be required.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

Best Regards,

James Becker
Becker Arena Products, Inc.



Rink Solutions That Perform!



Quotation # 3812-EAS

Revision #2

Date: May 2, 2012

Prepared for:
Mr. Dave Aker
East Grand Forks Civic Center
East Grand Forks, MN

Our understanding of your current situation:

You are currently updating pricing for new dasher boards and glass for the East Grand Forks Civic Center

Our approach to meet your needs:

We are providing pricing for new dasher boards and glass as well as the discounts through the National Joint Powers Alliance (NJPA)

Thank you for considering Becker Arena Products, Inc. as a product supplier and partner in your current project. We have been serving the Sports and Recreation Industry since 1988. We welcome the opportunity to earn your trust with this project by demonstrating our ability to perform to your satisfaction through our staff of professionals, with our versatility, experience, on-time deliveries and commitment to quality.

With Becker Arena Products you will receive a Worry Free project – Guaranteed.

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #081910 – BAP](#)

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Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.

Quotation Details and Options

Becker Arena Products, Inc.

Savage MN 55378

www.beckerarena.com

800-234-5522

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BAP6.0 SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install one custom built BAP6.0 *Signature Series* dasher board system along with related options and accessories. The pricing is based on the information furnished and will include the following items and features.

DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

Rink Size: 200' x 85' x 28' radius - 522 lineal feet of 42" high BAP6.0 *Signature Series* galvanized steel frame dasher boards (Ring only no box divider panels)
1/2" white high-density polyethylene dasher facing
1/2" x 8" yellow high-density polyethylene kick plate
3/4" green high-density polyethylene cap rail
All panels pre-assembled
All panel steel framing hot dip galvanized after fabrication
Custom anchoring – See Additional Requirement below

GATES

One 10'-0" straight Bi-fold double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters
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PLAYER, PENALTY AND TIMEKEEPERS AREA

Player boxes are on opposite side of rink from Penalty & Timekeeper boxes
Box areas do not include dividers or back walls – re-use existing
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91 lineal feet of 3/8" thick white high-density polyethylene backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes.
3/4" Green high-density polyethylene sheet for existing timekeeper table – One piece 21" x 70" & one piece 21" x 26"

TEMPERED GLASS SHIELDING

234 lineal feet of 5/8" x 6'-0" high tempered glass shielding for the ends and radius corners of the rink complete with two-piece anodized aluminum shield supports

228 lineal feet of 1/2" x 6'-0" high "Vision" supportless tempered glass shielding for the sides of the rink complete with polycarbonate shield support clips

Shield termination padding

BACKER PANELS

Becker Arena Products, Inc. will furnish and install 431 lineal feet of 3/8" green high-density polyethylene backer sheet on the entire perimeter of the rink. (Excluding player, penalty and timekeeper boxes) See backer description for boxes above. The price includes one 1" x 2" steel tube added to steel frame of dasher panels.

INSTALLATION

Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system. Price includes installation labor (Non-union labor / @ Polk County prevailing wage rate for carpenter classification), all travel, lodging, per diem and a forklift

TOTAL PRICE DELIVERED & INSTALLED

\$ 124,720.73

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BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #081910 - BAP

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SOURCED GOODS PROVISION

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Please add to the base price	\$ 2,781.00
NJPA DISCOUNT – 5%	<u>[\$ 139.05]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 2,641.95
MINNESOTA SALES TAX – 6.875%	<u>\$ 181.63</u>
TOTAL WITH MINNESOTA SALES TAX	\$ 2,823.58

GLASS LIFTER & FORK LIFT BOOM ATTACHMENT – BAP to furnish one electrically operated glass lifting device and forklift boom attachment required to handle 8'-0" high tempered glass shields.

Please add to the base price	\$ 4,865.00
NJPA DISCOUNT – 5%	<u>[\$ 243.25]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 4,621.75
MINNESOTA SALES TAX – 6.875%	<u>\$ 317.75</u>
TOTAL WITH MINNESOTA SALES TAX	\$ 4,997.50

SHIELDING OPTIONS

Option #1 - "VISION" SUPPORTLESS TEMPERED GLASS ON ENDS & RADIUS CORNERS - Becker Arena Products, Inc. will furnish 6'-0" high "Vision" supportless tempered glass shielding on the ends & radius corners of the rink in lieu of the supported shield system in the base bid. Complete with formed polycarbonate shield support clips.

Please add to the base price – Ends & radius corners	\$ 2,508.48
NJPA DISCOUNT – 5%	<u>[\$ 125.42]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 2,383.06
MINNESOTA SALES TAX – 6.875%	<u>\$ 194.12</u>
PRICE WITH MINNESOTA SALES TAX	\$ 2,577.18

Option #2 – 8' HIGH POSTED & 8' HIGH "VISION" SUPPORTLESS TEMPERED GLASS - Becker Arena Products, Inc. will furnish 8'-0" x 5/8" thick posted tempered glass on the ends and radius corners and 8' high x 1/2" thick "Vision" supportless tempered glass on the sides of the rink in lieu of the 6' high in the base price. Complete with formed polycarbonate shield support clips.

Please add to the base price – Ends & radius corners	\$ 6,671.00
NJPA DISCOUNT – 5%	<u>[\$ 333.55]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 6,337.45
MINNESOTA SALES TAX – 6.875%	<u>\$ 435.70</u>
PRICE WITH MINNESOTA SALES TAX	\$ 6,773.15

Option #3 – 8’ HIGH “VISION” SUPPORTLESS TEMPERED GLASS - Becker Arena Products, Inc. will furnish 8'-0" x 5/8" thick "Vision" Supportless tempered glass on the ends and radius corners and 8' high x 1/2" thick "Vision" supportless tempered glass on the sides of the rink in lieu of the 6' high in the base price. Complete with formed polycarbonate shield support clips.

Please add to the base price – Ends & radius corners	\$ 7,504.04
NJPA DISCOUNT – 5%	<u>[\$ 375.20]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 7,128.84
MINNESOTA SALES TAX – 6.875%	<u>\$ 490.11</u>
PRICE WITH MINNESOTA SALES TAX	\$ 7,618.95

Option #4 – 6’ HIGH “VISION RADIUS” SUPPORTLESS GLASS SYSTEM – Becker Arena Products, Inc. will furnish and install the BAP "Vision Radius" supportless glass system on all four corners in lieu of the standard segmented "Vision" supportless glass system in Option #1.

Please add to Option #1	\$ 3,836.80
NJPA DISCOUNT – 5%	<u>[\$ 191.84]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 3,644.96
MINNESOTA SALES TAX – 6.875%	<u>\$ 250.59</u>
PRICE WITH MINNESOTA SALES TAX	\$ 3,895.55

TOTAL PRICE OPTION #1 & #4 \$ 6,472.73

Option #5 – 8’ HIGH “VISION RADIUS” SUPPORTLESS GLASS SYSTEM – Becker Arena Products, Inc. will furnish and install the BAP "Vision Radius" supportless glass system on all four corners in lieu of the standard segmented "Vision" supportless glass system in Option #3.

Please add to Option #3	\$ 4,338.40
NJPA DISCOUNT – 5%	<u>[\$ 216.92]</u>
PRICE WITH 5% NJPA DISCOUNT	\$ 4,121.48
MINNESOTA SALES TAX – 6.875%	<u>\$ 283.35</u>
PRICE WITH MINNESOTA SALES TAX	\$ 4,404.83

TOTAL PRICE OPTION #3 & #5 \$12,023.78

The above prices do not include any permit fees that may be required.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

Best Regards,

James Becker
Becker Arena Products, Inc.

Request for Council Action

Date: May 15, 2012

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

Cc: File

From: Dave Aker

RE: Condensers (Cooling fans)

Background:

We have three bids from different companies for the condensers at the Civic Center and a bid from Eagle Electric to hook the condensers up at the Civic Center.

1 - Eagle Electric is \$1,574.00 to install and switching gear disconnects of the main service and extend out to the new condenser units

2 - The bid from Midwest Refrigeration is \$55,467.00 with tax is \$3,763.00 for a grand total of \$59,230.44. That is for two 52 ton condensers and \$4,562.00 for an additional Glycol pump.

3 - Cimco has a bid of \$60,482.00 for two 60 ton condensers and \$3,065.00 for the glycol pump plus the option of an ECM fan motors with the new fluid coolers with electronic temp controllers at \$22,434.00.

4 - The last bid is from American Industrial Refrigeration who bid two 50 ton air cooled condensers for \$61,913.00 and an upgrade to the EC motors to save energy for \$28,974.00 for a total of \$90,887.00.

Recommendation:

I recommend the CIMCO bid for the two new condensers for \$60,482.00 and the ECM for \$22,434.00 and the glycol pump for \$3,065.00. The reason for the recommendation is they have two 60 ton condensers and the energy efficient people recommended CIMCO because you should have at least the same tonnage as our compressors we have a 60 ton and a 55 ton compressor. The ECM fan motors that will operate like a VFD and will vary the speed of the fan motors, based on the glycol temperature set point. The potential payback is 8.4 years compared to 13.2 years.

Enclosures:

The prices are in the packet.

P:\RCAcivic_condensers.doc

3 pages

MIDWEST REFRIGERATION, INC.

Commercial Refrigeration & Air Conditioning Sales & Service since 1966

Proposal submitted to:
Civic Center Arena

Date: 4/19/2012

Job Name: Replace existing outdoor fluid coolers

Scope of work to include:

Replace existing outdoor fluid coolers:

- Furnish and install two Keeprite fluid coolers
- Isolate, drain and salvage existing glycol water solution in existing system
- Remove existing fluid coolers (City of EGF responsible for disposal)
- Remove old steel piping from the building to the old fluid coolers. Salvage and re-use two 4" flexible connectors
- Set new fluid coolers on the existing concrete slab
- Replace old piping with new 4" sch -40 black steel piping with welded and flanged fittings and install new butterfly valves on supply and return per each fluid cooler
- Install central drain and vent valves and piping supports as needed
- Leak test system and paint exposed piping with battleship grey exterior paint
- Refill, vent, purge and charge with existing glycol
- 15 gallons of full strength ethylene glycol is figured in to make up for loss and difference in system volume

Total for above as listed -----\$51,899.00

Fluid cooler pricing good for 30 days from date of proposal

without tax
\$55,467.00
w/tax

PRICE DOES **NOT** INCLUDE:

- Power or control wiring
- Filtering or cleaning existing fluid
- Any interior piping changes in compressor room
- New fluid cooler glycol pump
- All electrical

818 South 46th Street | Po Box 13301 | Grand Forks, ND 58208-3301
(701) 746-5448 (Fax) (701) 746-4376

www.midwestrefrigeration.com

terryg@midwestrefrigeration.com/marks@midwestrefrigeration.com/alan@midwestrefrigeration.com



MIDWEST REFRIGERATION, INC.

Commercial Refrigeration & Air Conditioning Sales & Service since 1966

Proposal submitted to:
Civic Center Arena

Date: 4/19/2012

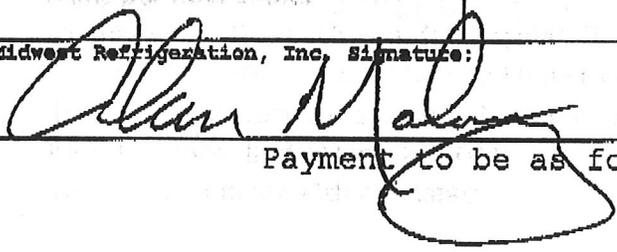
Job Name: Replace existing outdoor fluid coolers

Fluid cooler specifications:

- 6 fans per fluid cooler
- 625,384 BTU/HR capacity per fluid cooler @ 70°F entering air temp, 94.4°F entering fluid temp, 84.6° leaving fluid temp @ 150 G.P.M. 50/50 ethylene glycol /water fluid
- Dimensions pm each fluid cooler: 7' wide x 13.75' long
- Weight of each fluid cooler: 2,050 lbs
- Fan cycling controls with aquastats
- Individual fan motor fusing
- Non fused disconnect

Adder: Glycol Pump: Please Add \$4081.⁰⁰ plus
 estimated Freight \$481.⁰⁰
 \$4562.⁰⁰

ACCEPTANCE OF PROPOSAL-ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
 YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED BELOW.

Date of Acceptance:	Authorized Signature:
Midwest Refrigeration, Inc. Signature: 	*Note if not accepted, we may withdraw this proposal within 30 days.

Payment to be as follows: Upon completion of work

818 South 46th Street | Po Box 13301 | Grand Forks, ND 58208-3301
 (Ph) (701) 746-5448 (Fax) (701) 746-4376

www.midwestrefrigeration.com

terryg@midwestrefrigeration.com/marks@midwestrefrigeration.com/alan@midwestrefrigeration.com



MIDWEST REFRIGERATION, INC.

Commercial Refrigeration & Air Conditioning Sales & Service since 1966

Proposal submitted to:
Civic Center Arena

Date: 4/19/2012

Job Name: Replace existing outdoor fluid coolers

Fluid cooler specifications:

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818 South 46th Street | Po Box 13301 | Grand Forks, ND 58208-3301
(Ph) (701) 746-5448 (Fax) (701) 746-4376

www.midwestrefrigeration.com

terryg@midwestrefrigeration.com/marks@midwestrefrigeration.com/alan@midwestrefrigeration.com



Please submit a new or revised proposal for the replacement of the air cooled condensing units serving the ice-making equipment, include the following:

I. Base Bid:

Please provide a base bid number to include the following:

1. Provide the ~~R-22 refrigerant~~ ^{GLYCOL} handling, recovery, and replacement, ~~as required for the removal of the two existing air cooled condensing units.~~ ^{FLUID COOLER}
2. Remove the existing pair of ~~refrigerant air cooled condensing units.~~ ^{FLUID COOLER}
3. Prepare the ~~refrigerant~~ ^{GLYCOL} piping for connection to new equipment.
4. Provide equipment support modification to properly support the new units.
5. Provide two new ~~50 ton air cooled condensing~~ ^{2 FLUID COOLER} units and controls.
6. Insulate and label the ~~refrigerant~~ ^{GLYCOL} piping.
7. Fill, and adjust ~~refrigerant~~ ^{GLYCOL} for the system. Test for leaks and repair as needed.
8. Start up and test for proper operation.
9. Include ~~refrigerant~~ ^{GLYCOL}, piping, fittings, insulation, supports, labor, permits, crane hoisting, freight, and tax.

II. Alternate Bid:

Please provide an alternate bid number to add the following:

1. Provide an upgrade to the motors and controls to variable frequency drives and motors, and controls to modulate fan speeds, steady the heat pressures.

WE DON'T HAVE THIS IN OUR BID

III. Electrical Bid:

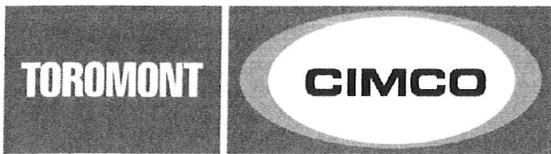
Please provide an alternate and base bid number to add the following:

1. Provide the electrical work required for the removal of the old units and installation of the new units.
2. Provide additional wiring, etc. as needed for the alternate additional VFD upgrade to the two condensing units.

*VERY EXPENSIVE
NO ADVANTAGE; REPAIRS
WILL COST BIG DOLLARS.*

WE DON'T HAVE THIS IN OUR BID

WE DON'T HAVE THIS IN OUR BID



East Grand Forks Arena

REFplus
model # FND234D-9-F58



Supply and installation of two new 60 ton air cooled fluid coolers

Quoted Price: _____ **\$60,482.⁰⁰ USD**
 Optional ECM fan motors with the new fluid coolers with electronic temp controllers, additional to above---- \$22,434.00 USD
 Optional 7.5 Hp glycol pump----- \$ 3,065.00 USD
 Applicable Taxes: _____ Included

Terms of payment: Net Thirty (30) Days After Completion of Work

Purchaser agrees to pay interest at a rate of 12% per annum on sums overdue according to the terms of payment.

Quote is Valid for Thirty (30) Days from the Above Noted Date.

Estimated delivery and/or installation date :

Subject to the provisions of Section 3 of the Terms and Conditions, the Vendor estimates that the goods will be ready for shipment approximately 6 - 8 weeks from the date of the Vendor's approval, subject to receipt of full information and/or approved drawings, if applicable, and that installation, if included, will be finished 1 - 2 weeks from delivery of the goods.

This Quotation/Contract submitted by:
Ernie Shemeluk CM

Service Sales Manager

Thursday, 19 April 2012

.....
Name and Position

.....
Signature

.....
Date

PURCHASER'S ACCEPTANCE

The Purchaser hereby accepts the quotation contained on this and all the pages shown in the Table of Contents on Page 2.

ACCEPTED THIS day of 20.....

..... By
Full legal name of Purchaser Signature of Purchaser

.....
Witness to Purchaser's signature Full name of signing officer
.....
Title of signing officer

VENDOR'S APPROVAL

Approved this day of 20.....

..... For **CIMCO REFRIGERATION**
Division of Toromont Industries Ltd.
By
Official title of authorised officer Signature of Vendor



East Grand Forks Arena

CIMCO REFRIGERATION is pleased to offer you our proposal to replace the existing two air cooled fluid coolers that operate in conjunction with the artificial ice plant system.

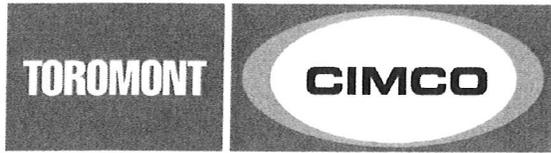
The existing artificial ice plant operating with the two 100 Hp compressors are generating about 96 Tons of refrigeration capacity. The new fluid coolers will be capacity sized to handle the existing ice plant capacity and also for the future ice plant once it is converted to the new refrigerant R-507A. Each fluid cooler is rated for 60 tons of refrigeration capacity with an entering air temperature of 80°F.

The two new air cooled fluid coolers will be equipped with six (6) - 2 Hp fan motors fan each suitable for 480 volts 3 phase for a total horse power requirement of 12 Hp per fluid cooler. The physical size of each fluid cooler will be 93" wide by 174" long by 52" high and each will weigh 2779#

The existing glycol circulating pump will be adequate to operate with the new air cooled fluid coolers, operating with the existing ice plant compressor units, once the ice plant is upgraded to the new refrigerant, the glycol pump will have to be ungraded from the existing 5 Hp to a new 7.5 Hp pump that will increase the glycol flow rate by about 30%. You may consider upgrading this pump at this time also as it will improve the operating capacity of the new fluid cooler and the existing ice plant, we will show this price as a separate item for your consideration.

For the replacement of the existing two air cooled fluid coolers, we will carry out the following:

- Supply two REFPLUS model air cooled fluid coolers sized for 60.42 Tr. at an air entering dry bulb of 80°F , each unit will be equipped with six - 2 Hp fan motors, suitable for 480/3/60 electrical power supply, the fans are cycled in pairs by an electronic aquastat sensing the glycol being pumped through the fluid coolers,
- We can also supply optional ECM fan motors that will operate like a VFD and will vary the speed of the fan motors, based on the glycol temperature set point,
- Drain down the glycol from the existing fluid coolers and disconnect the piping and ready the two existing fluid coolers for removal,
- Remove the existing fluid coolers and place the new fluid coolers on the existing concrete pad within the fenced area, *(The existing concrete pad is acceptable to support the new fluid coolers)*,
- Install interconnecting galvanized piping and fittings to connect the existing glycol piping to the two new air cooled fluid coolers,
- Pressure test all new piping before charging in the recovered glycol,
- Charge in the recovered glycol back into the system,
- Supply new glycol to top up the system after the installation of the new fluid coolers,
- Freight of the new fluid coolers allowed to your facility,
- Required labour and associated expenses to install the new fluid coolers and to test run each unit once it is electrically wired in,
- Supply an optional new 7.5 Hp glycol circulating pump to be sized for 300 usgpm flow at a 60' Hd, the new pump will be an Armstrong model 4280 series coupled to a new high efficiency motor suitable for 480/3/60 electrical service.

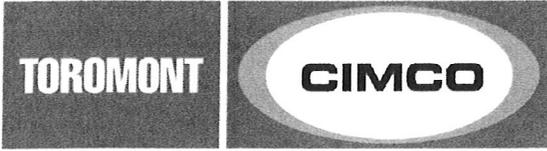


East Grand Forks Arena



Customer's Responsibilities:

- *Provide clear access to all work areas, during regular working hours,*
- *Provide a crane and rigging to remove the existing fluid coolers and to off load the new fluid coolers place them into the existing fenced compound,*
- *Electrical field wiring to disconnect the existing fluid cooler fan motors and wire in the new fluid cooler fan motors, and optional glycol pump if purchased,*
- *Disposal of the existing fluid coolers once disconnected and removed from the existing fenced compound.*



East Grand Forks Arena

TERMS AND CONDITIONS

SUBJECT TO WRITTEN APPROVAL BY A DULY AUTHORIZED OFFICER OF CIMCO REFRIGERATION, DIVISION OF TOROMONT IND. LTD. (THE "VENDOR"), THIS QUOTATION, IF ACCEPTED IN WRITING BY THE PURCHASER, SHALL CONSTITUTE A BINDING CONDITIONAL CONTRACT OF SALE AS OF THE DATE OF THE PURCHASER'S ACCEPTANCE OR AS OF THE DATE OF THE VENDOR'S APPROVAL WHICHEVER IS THE LATER. THIS QUOTATION IS INVALID IF NOT ACCEPTED BY THE PURCHASER WITHIN THIRTY DAYS OF THE DATE OF QUOTATION.

1. TITLE.

- (a) The title and ownership to and in the goods sold hereunder (the "goods") shall remain in the Vendor until payment in full of the Contract Price and any additional amounts payable to the Vendor pursuant to sections 2 and 10 of these Terms and Conditions. The Vendor hereby reserves a security interest in and to the goods, and the proceeds thereof, to secure the said payment and all of the other obligations of the Purchaser. At the option of the Vendor, the Purchaser will join with the Vendor in executing, in a form satisfactory to the Vendor, one or more financing statements or similar instruments pursuant to any applicable personal property security legislation. The Purchaser hereby authorized the Vendor to file one or more such statements or instruments signed by the Vendor alone as the secured party. If the goods are or are to become affixed to real property, the Purchaser represents that a true and correct description of such real property and that the name of the registered owner thereof are indicated on Page 1 of this Quotation/Contract.
- (b) In the event of default by the Purchaser under the terms of payment of this contract, the full amount of the Contract Price, less any payments previously made, shall become due and payable, and the Vendor or his agent shall have the right to enter upon the premises and remove the materials and equipment hereunder, and to dispose of them as the Vendor may determine. If the proceeds from such disposal, less any related expenses including but not limited to costs of seizure, removal and sale, a legal costs connected therewith, (the "net proceeds") are not sufficient to cover the amount in default, the Purchaser shall be liable to the Vendor for such deficiency. If the net proceeds exceed the amount in default such excess shall be returned to the Purchaser, and the Vendor shall not be liable further whether in respect of completion of performance, warranty or other contract terms.
- (c) The Purchaser hereby waives all rights and claims against the Vendor in the event that the circumstances provided for in section 1(b) arise, except for the express right to the recovery of excess net proceeds as provided in that section.
- (d) The Purchaser hereby waives the provisions of any Conditional Sales Act or other applicable legislation which limits the Vendor's rights to seize the security provided for herein, and to sue for any deficiency. The Purchaser expressly confers upon the Vendor the rights to seize and sell the material, and equipment and to recover from the Purchaser, by action on the covenant, the principal, interest and other moneys from time to time owing under this contract.

2. PRICE ADJUSTMENTS

- (a) The Purchaser shall pay all taxes, duties, levies and other charges assessed against or in respect of the goods, except those taxes, duties, levies and other charges expressly included in the Contract Price.
- (b) If any taxes, levies, or other charges shown to be included in the Contract Price are increased subsequent to the Date of Quotation, and increase the Vendor's costs hereunder, such increase shall be paid by the Purchaser to the Vendor.
- (c) The Contract Price quoted herein is based on prices, costs and conditions prevailing at the Date of Quotation. Unless otherwise specified, if the estimated delivery and installation date is more than six months from the date of the contract, and if prior to shipment or installation there is an increase in the Vendor's costs due to increases in labour rates, cost of materials, suppliers' prices, foreign exchange, storage charges, or freight rates, such increase shall be paid to the Vendor by the Purchaser.
- (d) If delivery or installation is delayed by the Purchaser, or by anyone under the Purchaser's control, for more than two months after the time estimated, any increase in the categories of the Vendor's costs listed in section 2(c) shall be paid to the Vendor by the Purchaser.
- (e) All payments by the Purchaser to the Vendor under section 2 shall be in addition to the Contract Price and shall be paid at the time of the final payment under the contract.

3. DELIVERY AND INSTALLATION

Delivery and installation times and dates are approximate and are subject to extension for delays caused by fire, strike, lockout, labour dispute, civil or military authority, riot, embargo, car shortage, wrecks or delays in transportation, Acts of God, late delivery or non-delivery by the Vendor's suppliers, changes in the scope of the work as provided in section 8 of these Terms and Conditions, or other causes beyond the reasonable control of the Vendor, and the Vendor shall not be liable for any losses or damages resulting from any such causes. Acceptance of the work shall be a waiver by the Purchaser of all claims for damages for delay from any cause whatsoever.

4. RESPONSIBILITY AND INSURANCE

- (a) In respect of goods sold F.O.B. point of origin, the Vendor shall deliver the goods in good condition to a common carrier or to the Purchaser at the Vendor's shipping point, and thereafter all risks of loss or damage thereto shall be assumed by the Purchaser.
- (b) In respect of goods sold F.O.B. job site or sold with installation, the Purchaser shall assume liability for all risks of loss or damage upon receipt of the goods at the job site or at the Purchaser's designated delivery point.
- (c) The Purchaser shall insure the goods against loss or damage from fire, theft, malicious damage or other causes as and from the time the Purchaser becomes responsible for the goods pursuant to sections 4(a) and 4(b) of these Terms and Conditions. The face value of the insurance policy shall be in an amount not less than the Contract Price. Any loss under such insurance policy shall be made payable to the Vendor as its interest may appear until the Contract Price shall be paid in full.
- (d) Upon the request of the Vendor, the Purchaser shall provide an insurance certificate as evidence of the compliance with section 4(c) of these Terms and Conditions.



East Grand Forks Arena

5. TERMS OF PAYMENT

- (a) Unless otherwise specified in this Quotation / Contract, payment shall be made by the Purchaser to the Vendor in respect of the Contract Price as follows:
 - (i) Goods sold without installation: 25% upon acceptance of this quotation by the Purchaser: an amount representing the value of each shipment, payable upon delivery; and unpaid balance upon final shipment.
 - (ii) Goods sold with installation: 25% upon acceptance of this quotation by the Purchaser; an additional 30% upon written notification by the Vendor to the Purchaser that the goods are ready for shipment; an additional 35% immediately after installation but prior to the commencement of operation of the goods or related systems; and a final payment of 10% upon completion.
- (b) Timely payment according to the terms of this Quotation/Contract is of the essence of the contract

6. WARRANTY

UNLESS OTHERWISE SPECIFIED IN THIS QUOTATION/CONTRACT, THE VENDOR AGREES TO WARRANT THE GOODS AND INSTALLATION SOLD HEREUNDER AGAINST ORIGINAL DEFECTS IN MANUFACTURE AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM COMPLETION AS DEFINED IN SECTION 9 OF THESE TERMS AND CONDITIONS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, OF EITHER MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE TERMS OF THE VENDOR'S WARRANTY ARE AS FOLLOWS:

- (a) In respect of goods sold without installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, F.O.B. point of manufacture, any defective goods or parts thereof.
 - (b) In respect of goods sold with installation, the Vendor's sole liability shall be to repair or replace, at the Vendor's option, any defective goods or parts thereof or a defective workmanship. The Vendor shall be responsible for all of its costs in connection therewith other than the out-of-pocket expenses incurred by the Vendor's employees and agents travelling from the Vendor's nearest place of business to the job site and charges for labour performed after normal working hours at the request of the Purchaser, which latter expenses and charges shall be for the account of the Purchaser.
 - (c) The Vendor warrants goods not of the Vendor's manufacture only to the extent to which the Vendor is able to enforce a claim for liability against the manufacturer thereof.
 - (d) The Purchaser shall promptly give written notice to the Vendor after the discovery of an apparent defect.
 - (e) As a condition precedent to any liability by the Vendor hereunder, the Purchaser shall use, operate and maintain the goods and related systems in a careful, prudent, and reasonable manner, and in conformity with the Vendor's and/or the manufacturers' instructions.
 - (f) THE FOREGOING CONSTITUTES THE VENDOR'S SOLE LIABILITY ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, INSTALLATION, OR USE OF THE GOODS.
 - (g) This warranty shall be void if the Purchaser is in default under the terms of payment of this contract.
7. The Vendor shall not be liable for damages, whether direct, indirect, special or consequential, arising out of the goods, or the installation, operation, or failure of operation of the goods or related systems.

8. CHANGES IN SCOPE OF WORK

If the purchaser requests a change in the scope of the work under this Quotation/Contract, the Vendor will submit a Contract Revision to the purchaser which shall set forth the proposed changes in the work, and if the proposed changes result in an addition or deduction from the Contract Price, the Contract Revision shall set forth the amount of such addition or deduction. A Contract Revision shall not be binding or enforceable unless accepted in writing by the Purchaser and approved in writing by a duly authorized officer of the Vendor. Upon such acceptance and approval, the Contract Revision shall become part of the contract and, except when inconsistent therewith, shall be subject to all its provisions.

9. COMPLETION AND ACCEPTANCE OF WORK

- (a) In respect of goods sold without installation, "Completion" shall be deemed to occur when the Purchaser assumes liability for the goods in accordance with section 4 of these Terms and Conditions.
- (b) In respect of goods sold with installation, and unless otherwise defined in the Quotation/Contract, "Completion" shall be deemed to occur when any one of the following events takes place:
 - (i) The Purchaser signs an acceptance certificate;
 - (ii) The Vendor has installed and, where applicable, successfully tested the installation;
 - (iii) The Purchaser commences regular use of the goods or related systems;
 - (iv) An independent expert, mutually acceptable to the Purchaser and the Vendor certifies that the work has been completed.
- (c) Nothing in subsections (a) or (b) shall relieve the Vendor from its obligation to correct deficiencies in the work under this contract, or to honour the warranty provision contained herein.
- (d) The occurrence of any one of the events described in section 9(b)(i),(iii) and (iv) shall constitute acceptance of the work.

- 10. BONDS** - Performance bonds and material and labour payment bonds will be provided by the Vendor upon request. Unless the Contract Price expressly includes the cost of such bonds, the Purchaser, in addition to the Contract Price, shall pay the cost of such bonds to the Vendor at the time of the receipt thereof by the Purchaser.

NO AGREEMENT OR UNDERSTANDING ENTERED INTO PRIOR TO THE DATE OF THE CONTRACT SHALL IN ANY WAY VARY, AMEND, OR MODIFY THE PROVISIONS OF THIS CONTRACT. NO AGREEMENT OR UNDERSTANDING ENTERED INTO SUBSEQUENT TO THE DATE OF THE CONTRACT WHICH VARIES OR MODIFIES THE PROVISIONS OF THIS CONTRACT SHALL BE BINDING ON THE VENDOR UNLESS CONVEYED IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF THE VENDOR.

PROPOSAL



American Industrial Refrigeration Mechanical Contractors

14322 21st Ave. No. ♦ Plymouth, MN ♦55447 ♦Phone (952) 470-9610 ♦Fax (952) 470-9617

Company Name East Grand Forks Civic Center	Phone / Fax 218.773.8000	Date 4/20/12
Street Address 300 15th St North	Quote number 0112-29-BLRev2	
City, State, Zip East Grand Forks, MN 56721	Project Location Condensers	
Attention: Brian Larson / Dave Acres	Project Description Replace air cooled condensers	

Dear Brian:

American Industrial Refrigeration proposes to install two new 50 Ton air cooled condensers for your refrigeration system at the arena. AIR would isolate, pump down, evacuate and remove the old condensers with a crane. The new condensers would be set on the existing pad. The refrigerant lines would then be welded and brazed in to cut down on leak potentials. We would then pressure test, leak check and evacuate the new condensers to remove any air and non condensables. The condensers will be charged with the R-22 that was removed from the system. The electrician will have to be scheduled to take care of the electrical work once the condensers are set on the base. This way AIR can perform a start up and test once everything is done.

East Grand Forks Civic Center price with tax and freight.....\$61,913.00

Upgrade to EC motors to save energy with tax and freight.....\$90,887.00

Electrical wiring, structural modifications including concrete, additional repairs, the cost of extra work due to valves that don't hold, additional Freon beyond what is already in the system, and additional overtime not figured would be over and above the figure quoted. The dimensions of the new condensers are 7.3' wide X 14' long. The cement pad would have to be big enough to hold these two units with two feet between the two. The fence around may need to be removed to allow working room around the condensers.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. American Industrial Refrigeration will not be held liable for agreements contingent upon strikes, accidents or delays beyond our control. Building owner will carry fire, property and other necessary insurance. Our workers are covered by workmen's compensation insurance. American Industrial Refrigeration will not be responsible for, nor will bid on this project, any work or cost of asbestos abatement. Building owner will provide safe work area with free access to carry out above work. As part of this Proposal, if it is required by the Contract, American Industrial Refrigeration will provide commercial general liability coverage for the scope of AIR's work on the project to the fullest extent of its current insurance coverage. American Industrial Refrigeration will not assume any insurance obligations beyond that included in its current insurance policy. Upgrading of existing systems to meet the most current codes is limited to scope of work detailed above. All work to be performed during normal workday (7am to 3:30 pm, M-F) on straight time unless otherwise noted. Drain down and refilling of piping systems by others unless noted above. On all accounts over 30 days, customer agrees to pay all reasonable collection fees and / or attorney fees.



NATIONAL REFRIGERATION AND AIR CONDITIONING CANADA CORP.

159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA N3T 5Y6

KCL107-T4A-E-V

LARGE AIR COOLED CONDENSER

PURCHASER : AMERICAN INDUSTRIAL REFRIG.		SUBMITTED BY : Chris Gutting	
PROJECT : Condenser 50 TR Each W/ECM		DATE : 20 Apr 2012	
ORDER # : 02666.50005.00036-A00		ITEM # : 1	
QUOTE # : 042012-cg8-A		ID # :	
PURCHASER'S PO # :		TAGGING :	

MODEL FEATURES

- 3/8" Tubing coil construction (reduces refrigerant operating charge)
- High efficiency enhanced copper tube and aluminium fin coil design
- THERMOSPAN coil design feature eliminates tube failure on tube sheets
- Dual voltage fan motors with male electrical plug, moisture slinger & rainshield for complete weather protection
- All fan sections individually baffled with full height partitions and clean out ports
- Heavy guage galvanized steel cabinet construction assembled with zink plated huck bolts supported on heavy-duty legs
- Ultra efficient Electronically Commutated Motor (ECM)
- Unit shipped with Nitrogen Holding Charge
- 10 FPI

MODEL OPTIONS (* = Shipped Loose)

- | | | |
|---|--|---|
| <p>DESIGN DATA</p> <p><input checked="" type="checkbox"/> 115V Control Circuit</p> <p><input checked="" type="checkbox"/> 2-Equal Circuits</p> <p><input type="checkbox"/> 230V Control Circuit</p> <p><input type="checkbox"/> 24V Control Circuit</p> <p><input type="checkbox"/> Dual Entering Service</p> <p><input checked="" type="checkbox"/> EC Motor Speed Controller</p> | <p>EXTENDED LEG KIT</p> <p><input checked="" type="checkbox"/> 36 in.</p> <p><input type="checkbox"/> 48 in.</p> <p>FIN AND COIL MATERIAL</p> <p><input type="checkbox"/> Bronz-Glow</p> <p><input type="checkbox"/> Copper Fins</p> <p><input type="checkbox"/> Electro Fin Coating</p> <p><input type="checkbox"/> Gold Coat Fins</p> <p><input type="checkbox"/> Heresite Coating</p> | <p><input type="checkbox"/> Individual Fan Motor Contactor</p> <p><input checked="" type="checkbox"/> Individual Fan Motor Fusing</p> <p><input type="checkbox"/> Multiple Circuits</p> <p><input checked="" type="checkbox"/> Non Fused Disconnect</p> <p><input type="checkbox"/> R410A Pressure Test</p> |
|---|--|---|

VOLTAGE		SUITABLE REFRIGERANTS			AIR FLOW					
460/3/60		R134a,R22,R404A,R507,R407C,R410A			64000 CFM					
FANS			HEATERS			CIRCUIT TOTAL				
QTY	POWER	FLA/FAN	TYPE	QTY	AMPS	AMPS	WATTS	MCA†	MOP‡	
6	3HP	2.3				13.8	10500	16	20	

Dim A			<p>Dimensions shown are for standard unit less options. See certified drawing for more details.</p> <p>* Indicates Option Is Shipped Loose</p> <p>† MCA.. Minimum Circuit Ampacity</p> <p>‡ MOP.. Maximum Overcurrent Protection</p> <p>** Pi Coil datasheet required for order processing **</p>	APPROVALS		
Dim B						
Dim C						
Dim D						
LIQUID	2 1/8 in					
SUCTION						
SOUND	-					
WEIGHT	2225 lb					
CHARGE	173.3 lb					

APPROVED BY : _____ **DATE :** _____

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.



**NATIONAL REFRIGERATION AND
AIR CONDITIONING CANADA CORP.**

159 ROY BLVD, PO BOX 2020
BRANTFORD, ON
CANADA N3T 5Y6

KCL107-T4A-E-V

**LARGE AIR COOLED
CONDENSER**

PURCHASER : AMERICAN INDUSTRIAL REFRIG.		SUBMITTED BY : Chris Gutting	
PROJECT : Condenser 50 TR Each W/ECM		DATE : 20 Apr 2012	
ORDER # : 02666.50005.00036-A00		ITEM # : 1	
QUOTE # : 042012-cg8-A		ID # :	
PURCHASER'S PO # :		TAGGING :	

AMBIENT
95 °F

DESIGN DATA
ALTITUDE
0 ft

ALTITUDE FACTOR
1

MODEL INFORMATION

Type **Large Air Cooled**
Model #
Voltage **460/3/60**
Orientation **Vertical**
Motor Type **ECM**

Fans Long **3**
Fans Wide **2**
Rating **51472.839 BTUH/°F**
Feeds Available **56**
Spare Feeds **11**
Total Heat Rejected **600000**

LOAD CONNECTIONS

DESCRIPTION	SST °F	SCT °F	COMP BTUH	REF	TD °F	THR BTUH	BTUH/° F TD	Feeds	ACT °F
1. Condenser	25	110	600000	R22	15	600000	40000	45	109.8

SST = Saturated Suction Temperature SCT = Saturated Condensing Temperature ACT = Actual Condensing Temperature

Approval of this drawing signifies that the equipment is acceptable under the provision of the job specifications. Any change made hereon by any person whomsoever subject to acceptance by NATIONAL REFRIGERATION at its home office.

Estimated savings installing ECM motors and controls on condenser fans

kWh =	33,727	/Year
kW =	5.5	Peak kW
Cost Savings =	\$2,523	/Year

Estimated Cost = \$22,434 (Cimco)

Potential Rebate = \$1,180

Simple Payback = 8.4 Years

ICE ARENA REFRIGERATION SYSTEM UPGRADES

Improvement Description: Install new efficient condenser fans. Replace existing approximate 30 year old McQuay air cooled condenser.

ASSUMPTIONS:

<u>Equipment</u>	<u>Hours/Year</u>	<u>Total HP</u>	<u>HP</u>	<u>Motor Efficiency</u>	<u>Load Factor</u>	<u>Electric Input</u>
12 each cond. fans	1,723	24.0	24	82.5%	80.0%	17.36
	Existing Equipment =					Prior to System Upgrade =
	Existing Equipment =					Prior to System Upgrade =
12 each cond fans	1,551	24.0	24	87.5%	75.0%	15.35
	Existing Equipment =					After Systems Upgrade =
	Existing Equipment =					After Systems Upgrade =

Demand Charge =	\$0.00	\$/kW	Energy Charge =	\$0.07480	\$/kWh
<i>Previous Conditions:</i>	<i>kW =</i>	<i>17.36</i>	<i>Improved Conditions:</i>	<i>kW =</i>	<i>15.35</i>
	<i>kWh/Year =</i>	<i>29,910</i>		<i>kWh/Year =</i>	<i>23,795</i>
	<i>Cost/Year =</i>	<i>\$2,237</i>		<i>Cost/Year =</i>	<i>\$1,780</i>

DEMAND SAVINGS:

Peak kW Saved = 2.02 kW

Energy Saved = 6,116 kWh/Year

COST SAVINGS:

Demand Cost Savings = \$0

Energy Cost Savings = \$457

Total Saved = \$457

20% Overall System Savings

IMPLEMENTATION COST:

\$6,048

REBATE (\$):

\$403 (\$200 / kW Saved)

FINAL COST:

\$5,645

SIMPLE PAYBACK:

Before Rebate = 13.2 Years

After Rebate = 12.3 Years

Request for Council Action

Date: May 15, 2012

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

Cc: File

From: Dave Aker

RE: John Deere Gator TS

Background:

The campground is in need of a utility car down in the park. Currently we rent one from the DNR for \$177.00 a month and the life expectation is probably five years. We should order one that gives us 15 – 20 years and is under \$200 a month for five years to buy. I had four bids on various types of utility cars: 1) Bobcat – Toolcat 5600 F-Series; \$43,758.90; 2) Grand Auto Leasing and Trailer Sales – 2012 Kymco UXV “Side by Side”; \$12,799.24; 3) John Deere - XUV 825i ; \$14,950.00; and 4) John Deere – Gator TS; \$11,000. They all have the enclosed cabs, boxes and run of gasoline.

Recommendation:

I recommend that we get the John Deere Gator TS at the sale price of \$11,000. I would like to add a winch on these one for about \$500.

Enclosures:

The bids are in the packet.



Product Quotation

Quotation Number: 862F08635

Date: 2011-08-31 15:21:28

Ship to	Bobcat Dealer	Bill To
East Grand Forks Park District Attn: Dave 600 DeMers Ave P O Box 321 East Grand Forks , MN 56721 Phone: (218) 773-8000	Bobcat of Grand Forks, Inc., Grand Forks, ND 3903 GATEWAY DR GRAND FORKS ND 58203 Phone: (701) 772-5006 Fax: (701) 772-5014 ----- Contact: Jeremiah Kronebusch Phone: 701-772-5006 Fax: 701-772-5014 Cellular: 2187798362 E Mail: jeremiahk@bobcatofgrandforks.com	East Grand Forks Park District Attn: Dave 600 DeMers Ave P O Box 321 East Grand Forks , MN 56721 Phone: (218) 773-8000

Description	Part No	Qty	Price Ea.	Total
Toolcat 5600 F-Series	M1001	1	\$34,688.00	\$34,688.00
Cab Enclosure with Heater/Air Conditioning	M1001-R02-C03	1	\$3,356.00	\$3,356.00
High Flow Aux Hydraulics	M1001-R03-C02	1	\$992.00	\$992.00
29 x 12.5, 6 PR Turf Tires	M1001-R05-C05	1	\$360.00	\$360.00
7-pin Attachment Control Kit	M1001-R08-C02	1	\$140.00	\$140.00
Power Bobtach	M1001-R12-C02	1	\$792.00	\$792.00
62" General Purpose Bucket	7114585	1	\$616.00	\$616.00
Total of Items Quoted				\$40,944.00
Sales total before Taxes				\$40,944.00
Taxes: MN Sales Tax				\$2,814.90
Quote Total - US dollars				\$43,758.90

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: _____ Purchase Order: _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Finance Worksheet

Loan A.P.R	Term in Months	Payment Period	Down Payment	Finance Amount	Loan Payment
4.9%	60	Monthly	\$0.00	\$43,758.90	\$729.32



Product Quotation

Quotation Number: 862F08635

Date: 2011-08-31 15:21:28

Ship to	Bobcat Dealer	Bill To
East Grand Forks Park District Attn: Dave 600 DeMers Ave P O Box 321 East Grand Forks , MN 56721 Phone: (218) 773-8000	Bobcat of Grand Forks, Inc., Grand Forks, ND 3903 GATEWAY DR GRAND FORKS ND 58203 Phone: (701) 772-5006 Fax: (701) 772-5014 ----- Contact: Jeremiah Kronebusch Phone: 701-772-5006 Fax: 701-772-5014 Cellular: 2187798362 E Mail: jeremiahk@bobcatofgrandforks.co m	East Grand Forks Park District Attn: Dave 600 DeMers Ave P O Box 321 East Grand Forks , MN 56721 Phone: (218) 773-8000

Description	Part No	Qty	Price Ea.	Total
Toolcat 5600 F-Series	M1001	1	\$34,688.00	\$34,688.00
Cab Enclosure with Heater/Air Conditioning	M1001-R02-C03	1	\$3,356.00	\$3,356.00
High Flow Aux Hydraulics	M1001-R03-C02	1	\$992.00	\$992.00
29 x 12.5, 6 PR Turf Tires	M1001-R05-C05	1	\$360.00	\$360.00
7-pin Attachment Control Kit	M1001-R08-C02	1	\$140.00	\$140.00
Power Bobtach	M1001-R12-C02	1	\$792.00	\$792.00
62" General Purpose Bucket	7114585	1	\$616.00	\$616.00
Total of Items Quoted				\$40,944.00
Sales total before Taxes				\$40,944.00
Taxes: MN Sales Tax				\$2,814.90
Quote Total - US dollars				\$43,758.90

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: _____ **Purchase Order:** _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

Grand

AUTO LEASING & TRAILER SALES

1304 CENTRAL Ave NE East Grand Forks, MN 56721 (218)773-0501

Quote for City of East Grand Forks,

2012 Kymco UXV, "Side by Side"	
MSRP= \$8,799.00	Quote = \$7899.00
Freight & set up = \$550.00	included
Four pc. Hard Enclosed Cab = \$2684.99	\$2,265.00
Installation of cab = \$237.00	\$150.00
Heater for cab 20K BTU = \$559.99	\$400.00
Installation of heater = \$237.00	\$150.00
3000# Warren Winch = \$495.00	\$425.00
2500# Warren Winch = \$425.00	\$350.00
2000# Gorilla Winch = \$155.00	\$125.00
Installation of Winch = \$50.00	\$50.00

Quote good for 30 days

Thanks, Roger W. Scheving

\$11,985.99

without tax

#813.25

\$12,799.24



TRUE NORTH EQUIPMENT CO.
 5101 GATEWAY DRIVE
 GRAND FORKS, ND 58203
 Phone: 701-746-4436
 Fax: 701-780-9550

Quote Id: 3651879

Quote Summary

Prepared For:
 Dnr East Grand Forks
 , ND

Prepared By:
 Wayne Berntson
 5101 GATEWAY DRIVE
 GRAND FORKS, ND 58203
 Phone: 701-746-4436
 wberntson@forksequipment.com

Quote Id: 3651879
Created On: July 31, 2009
Last Modified On: April 26, 2012
Expiration Date: August 13, 2009

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Gator TS	\$ 14,192.26	\$ 11,000.00 X	1 =	\$ 11,000.00
Equipment Total				\$ 11,000.00

Quote Summary

Equipment Total	\$ 11,000.00
SubTotal	\$ 11,000.00
Total	\$ 11,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,000.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 3651879

JOHN DEERE Gator TS				Suggested List
Hours:				\$ 14,192.26
Stock Number:				Selling Price
				\$ 11,000.00
Code	Description	Qty	Unit	Extended
560KM	Gator TS	1	\$ 6,499.00	\$ 6,499.00
Standard Options - Per Unit				
0202	US/Canada	1	\$ 0.00	\$ 0.00
1000	Cayman KT (Knobby) Tires	1	\$ 0.00	\$ 0.00
2001	Adjustable Seat	1	\$ 81.00	\$ 81.00
4000	Cargo Box Power Lift	1	\$ 699.00	\$ 699.00
5200	Package Consists of: Front Bumper / Brush Guard (BM23459), Bedliner (BM21474), Front Fender Guard (BM23457) and Rubber Floor Mats (BM25000).	1	\$ 710.00	\$ 710.00
5310	Less Front Bumper & Brush Guard	1	\$ 0.00	\$ 0.00
6000	1.25 In. (38mm) Rear Receiver Hitch	1	\$ 72.00	\$ 72.00
BM22600	Deluxe Glass Cab (For Gator Utility Vehicles and M-Gator A1)	1	\$ 3,708.00	\$ 3,708.00
BM21649	Beacon Light Kit - Deluxe Cab	1	\$ 337.00	\$ 337.00
BM22138	Electrical Kit	1	\$ 199.00	\$ 199.00
BM21462	Windshield Wiper Kit	1	\$ 276.00	\$ 276.00
BM23989	Drawbar, 1.25 In. (38mm)	1	\$ 33.00	\$ 33.00
BM23013	Backup Alarm Kit	1	\$ 92.00	\$ 92.00
BM22720	Deluxe Light Kit	1	\$ 355.00	\$ 355.00
BM20414	Heavy-Duty Suspension Kit	1	\$ 150.00	\$ 150.00
Standard Options Total				\$ 6,712.00
Dealer Options				
5538003		1	\$ 0.00	\$ 0.00
Dealer Options Total				\$ 0.00
Other Charges				
	Setup	1	\$ 500.00	\$ 500.00
	Roll-on/Roll-off	1	\$ 250.00	\$ 250.00
	Freight	1	\$ 231.26	\$ 231.26
Other Charges Total				\$ 981.26
Suggested Price				\$ 14,192.26
Discount			\$ -3,192.26	\$ -3,192.26
Total Selling Price				\$ 11,000.00



TRUE NORTH EQUIPMENT CO.
 5101 GATEWAY DRIVE
 GRAND FORKS, ND 58203
 Phone: 701-746-4436
 Fax: 701-780-9550

Quote Id: 6624392

Quote Summary

Prepared For:

Prepared By:

Quote Id: 6624392

Todd Swartz
 5101 GATEWAY DRIVE
 GRAND FORKS, ND 58203
 Phone: 701-746-4436
 tswartz@forksequipment.com

Created On: April 26, 2012

Last Modified On: April 26, 2012

Expiration Date: April 29, 2012

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV 825i Green & Yellow	\$ 18,767.99	\$ 14,950.00 X	1 =	\$ 14,950.00
Equipment Total				\$ 14,950.00

Quote Summary

Equipment Total	\$ 14,950.00
SubTotal	\$ 14,950.00
Total	\$ 14,950.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,950.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 6624392

JOHN DEERE XUV 825i Green & Yellow				
Hours:				Suggested List
Stock Number:				\$ 18,767.99
				Selling Price
				\$ 14,950.00
Code	Description	Qty	Unit	Extended
3979M	XUV 825i Green & Yellow	1	\$ 11,399.00	\$ 11,399.00
Standard Options - Per Unit				
0202	US/Canada	1	\$ 0.00	\$ 0.00
1001	Yellow Steel Wheels Ancla M-T Extreme Terrain Tire	1	\$ 0.00	\$ 0.00
2001	Bench Seat - Yellow	1	\$ 0.00	\$ 0.00
3002	Deluxe Cargo Box with Polyurea Liner/ Brake & Tail Lights & Protector	1	\$ 338.00	\$ 338.00
4002	Deluxe Cab Frame/Including Windshield, Wiper, Electrical Kit and Rear Window	1	\$ 2,299.00	\$ 2,299.00
5000	Power and Front Protection Package Package Consists of: Power Lift (BM23694), Heavy Duty Front Brushguard (BM22841), Heavy Duty Front Fender Guard (BM22987), Floor Mats (VGB10132)	1	\$ 1,187.00	\$ 1,187.00
5110	Less Rear Protection Package	1	\$ 0.00	\$ 0.00
6010	Less Front Brush Guard	1	\$ 0.00	\$ 0.00
6100	Standard Muffler	1	\$ 0.00	\$ 0.00
6310	Less Front Hood Rack XUV	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 3,824.00
Dealer Attachments				
BM21649	Beacon Light Kit - Deluxe Cab	1	\$ 337.00	\$ 337.00
BM23506	Glass Door Kit - Deluxe Cab	1	\$ 2,203.00	\$ 2,203.00
Dealer Attachments Total				\$ 2,540.00
Other Charges				
	Attachments	1	\$ 350.00	\$ 350.00
	Roll-on/Roll-off	1	\$ 350.00	\$ 350.00
	Freight	1	\$ 304.99	\$ 304.99
Other Charges Total				\$ 1,004.99
Suggested Price				\$ 18,767.99
Discount			\$ -3,817.99	\$ -3,817.99
Total Selling Price				\$ 14,950.00

Request for Council Action

Date: 5/16/2012

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

Cc: File

From: Jason Stordahl

RE: Road Conditions

Presentation on current road conditions.

Request for Council Action

Date: 5-14-12

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

Cc: File

From: Jason Stordahl

RE: 2012 Street Repairs Mahole/Catch Basin

Consider approving the request to approve :

We received proposals for 2012 manhole and catch basin repairs (see attached). H&S Construction was the lowest quoted price. The repairs also included any associated panels, along with curb and gutter.

Recommendation: Approve H&S Construction for repair of manholes and catch basins to include associated curbing and panel replacement up to \$30,000.

Request for Council Action

Date: 5-14-12

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

Cc: File

From: Jason Stordahl

RE: 2012 Crack Sealing

Consider approving the request to approve:

Crack seal approximately 50,000 feet of streets. This is budgeted in 2012 street repair (101-43-120-45300)

OPP Construction .46/LF

Northwest Asphalt & Maintenance .43/LF

Minn-Dak Asphalt : chose not to submit a quotation

Recommendation: Award job to Northwest Asphalt & Maintenance for .43/LF.

Request for Council Action

Date: 5/16/2012

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

Cc: File

From: Jason Stordahl

RE: Bygland Rd./Coulee

Consider approving the request to approve:

As part of the ongoing street repair projects Greg Boppre, City Engineer and myself looked at repairs to Bygland Road (Coulee area)

We discussed two potential options:

Option #1 Total Replacement.

This is a long term solution to remove and replace the entire section (703'). The engineering estimate for removal and reconstruction is \$246,350. If this option is approved the project will be placed out to bid and brought back to council.

Option #2 Mill and Asphalt Overlay.

This is a short term solution to mill and overlay with asphalt. The engineering estimate for construction cost is \$62,000. If the council approves this option work would be scheduled to begin as soon as possible.

Recommendation: Council approve option #2 for \$62,000.
