

**AGENDA  
SPECIAL CITY COUNCIL MEETING  
CITY OF EAST GRAND FORKS  
JULY 23, 2013  
5:00 P.M.**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

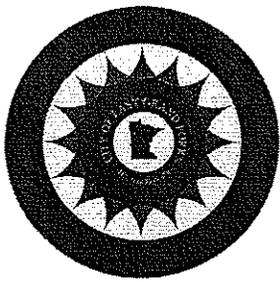
**NEW BUSINESS:**

- 1. Consider approving the special event application for the East Grand Forks Association of Firefighters Local 3423 for Saturday, July 27<sup>th</sup>.**

**ADJOURN:**

**Upcoming Meetings**

Regular Council Meeting – August 6, 2013 – 5:00 PM – Council Chambers  
Work Session – August 13, 2013 – 5:00 PM – Training Room  
Regular Council Meeting – August 20, 2013 – 5:00 PM – Council Chambers  
Work Session – August 27, 2013 – 5:00 PM – Training Room  
Regular Council Meeting – September 3, 2013 – 5:00 PM – Council Chambers



# City of East Grand Forks

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

## APPLICATION FOR SPECIAL EVENT

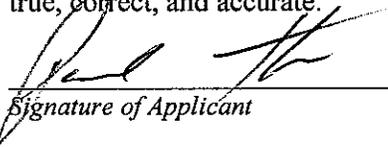
License Fee: \_\_\_\_\_

Organization Information			
<u>East Grand Forks Association of Firefighters Local 3423</u> <i>Organization Name</i>		<u>218-773-2403 or 218-289-2743</u> <i>Organization Phone Number</i>	
<u>415 4<sup>th</sup> St NW</u> <i>Organization Address</i>		<u>EGF</u> <i>City</i>	<u>MN</u> <u>56721</u> <i>State</i> <i>Zip</i>

Applicant Information			
<u>Paul Hansen</u> <i>Applicant Name</i>		<u>218-289-2743</u> <i>Applicant Phone Number</i>	
<u>415 4<sup>th</sup> St NW</u> <i>Applicant Address</i>		<u>EGF</u> <i>City</i>	<u>MN</u> <u>56721</u> <i>State</i> <i>Zip</i>

Special Event Information		
<u>July 27, 2013</u> <i>Date of Event</i>	<u>9:00 AM</u> <i>Start Time</i>	<u>1:00 AM</u> <i>End Time</i>
<p><u>Games are going to be set up in the morning in the parking lot along the boardwalk area so this parking lot will need to be closed off early. Later on there will be a fence put up to block off an area for 21 and older. There will be security that will be checking ids at the entrance of the fence, giving out wristbands, and monitoring the event. There will be two different bands that will be performing Saturday evening ending around midnight. The sponsors have contracted with The Boardwalk Bar &amp; Grill and Whitey's for catering services which include food and beverage service. The Save Our Pool Group will have volunteers up helping during this event also.</u></p> <p><u>River Street – Parking Lot in front of restaurants will need to be barricaded.</u></p> <p><i>Special Requests (Staff, Road Closures, Etc) Barricades (we can set up), Closure of River Street during the event.</i></p>		

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

  
*Signature of Applicant*

Paul Hansen  
*Print Name*

7-19-13  
*Date*

Vice President  
*Title*

# City of East Grand Forks Map



City of East Grand Forks  
Application for Special Event

**Internal Use Only**

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

\*Application fee paid in full:  yes  no  n/a

Payment Type:  cash  check # \_\_\_\_\_ Receipt # \_\_\_\_\_

\*Application completed in full and signed:  yes  no

\*Map of route is provided:  yes  no

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

\*Event Sponsor – Release & Indemnification Agreement:  yes  no

\*Liability Insurance:  yes  no

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

\*Appropriate Staff:  approved  denied  n/a

Notes: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Council Approval \_\_\_/\_\_\_/\_\_\_  approved  denied

Notes: \_\_\_\_\_

City Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*License Number \_\_\_\_\_

**East Grand Forks Association of Firefighters Local 3423-EVENT**  
**SPONSOR-**  
**RELEASE AND INDEMNIFICATION AGREEMENT**  
**CITY OF EAST GRAND FORKS, MINNESOTA**

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

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

Live band on the Board Walk (River Street Nw) with games and an area fenced off for food and beverages controlled by security.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Special Events Holder initials here) PH Vice President**

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

Participant Release and Indemnification required? YES \_\_\_\_\_ NO X

**(Special Events Holder initials here) PH Vice President**

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

**(Special Events Holder initials here) PH Vice President**

City of East Grand Forks  
Application for Special Event

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

(Special Events Holder initials here) **PH Vice President**

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

(Special Events Holder initials here) **PH Vice President**

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

(Special Events Holder initials here) **PH Vice President**

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

(Special Events Holder initials here) **PH Vice President**

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

(Special Events Holder initials here) **PH Vice President**

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

(Special Events Holder initials here) **PH Vice President**

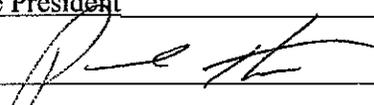
City of East Grand Forks  
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**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special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

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

Name Paul Hansen

Title Vice President

Signature 

Date 7/9/2013

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_