

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 22, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Engineer Agreement for Waste Water Ponds – Greg Boppre**
- 2. 2nd & 3rd Quarterly Reports – Karla Anderson**
- 3. Credit Card System Update – Karla Anderson**
- 4. Boiler Inspections – Nancy Ellis/David Murphy**
- 5. Cleaning Services – Nancy Ellis**
- 6. DNR Fire Dept Co-op Agreement – Gary Larson**
- 7. Siren Alarms – Gary Larson**
- 8. ISD #595 Civic Center & VFW Lease Agreement – Dave Aker**
- 9. Winter Fees for 2013-2014 – Dave Aker**

ADJOURN:

Upcoming Meetings

Special Meeting – October 29, 2013 – 5:00 PM – Training Room
Regular Council Meeting – November 5, 2013 – 5:00 PM – Council Chambers
Work Session – November 12, 2013 – 5:00 PM – Training Room
Regular Council Meeting – November 19, 2013 – 5:00 PM – Council Chambers
Work Session – November 26, 2013 – 5:00 PM – Training Room

Request for Council Action

Date: October 17, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Amendment to Engineering Contract

Background:

The City Council expressed concerns about the fee's for the proposed upgrade to the stabilization ponds. Therefore, we met with Council President Buckalew and City Administrator Murphy and we proposed an amendment to the existing engineering contract, specifically for the stabilization pond project.

Recommendation:

Discussion at the Work Session

Enclosures:

Copy of amendment was previously sent the City Council

MEMO

Date: October 15, 2013
To: **Honorable Mayor Stauss and City Council Members**
From: Greg Boppre, PE 
Cc: Mr. David Murphy
Project Name: 2015 City Project No.1 - Sanitary Sewer Improvements
- Stabilization Pond Upgrade
Project No.:
Subject: **Engineering Agreement - Amendment**



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Honorable Mayor Stauss and City Council Members, as per the Council's concern of our engineering agreement with the City for the Stabilization Pond Improvements, attached please find Amendment No. 1 to our 2013-2015 engineering agreement.

The Council's concern was the current engineering contract only goes up to a \$5 million construction contract. Therefore, Brad Bail and I met with Council President Buckalew and City Administrator Murphy and we suggested an amendment to our existing engineering agreement, specifically for the stabilization pond upgrade.

In summary, the Amendment indicates the following:

- 1) 8% of the construction cost, for Basic Services(design), with the following progress payments:

Study and Report Phase	Completed
Preliminary Design Phase	35%
Final Design Phase	40%
Award of Contract	20%
Completion of Construction	<u>5%</u>
	100%

- 2) Resident Project Representative compensation shall not exceed 5% of the construction cost and will be billed hourly, as per the enclosed rate schedule.

Therefore, if anyone has any questions, please do not hesitate to call or email.

AMENDMENT NO. 1

TO

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND ENGINEER

FOR

FOR PROFESSIONAL SERVICES

1. Background Data

- A. Effective Date of Owner – Engineer Agreement: November 20, 2012
- B. Owner: City of East Grand Forks
- C. Engineer: Widseth Smith Nolting
- D. Project: 2015 City Project No. 1 – Sanitary Sewer Improvements – Stabilization Pond Upgrade

2. Nature of Amendment

- A. Exhibit A, ‘ENGINEER’s Services,’ consisting of 8 pages.
- B. Exhibit C, “Payments to Engineer for Services and Reimbursable Expenses,” consisting of 4 pages.
- C. Exhibit D, “Duties, Responsibilities and Limitations of Authority of Resident Project Representative,” consisting of 5 pages.

3. Description of Modifications

Provide Engineering Design, Construction Observation & Surveying Services for 2015 City Project No. 1 – Sanitary Sewer Improvements – Stabilization Pond Upgrade.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is November 5, 2013.

OWNER: City of East Grand Forks

ENGINEER: Widseth Smith Nolting

By: Lynn Stauss

By: Greg Boppre

Title: Mayor

Title: Office Manager – V.P.

Date Signed: _____

Date Signed: _____

This is **EXHIBIT A**, consisting of 8 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between OWNER and ENGINEER
for Professional Services** dated
November 5, 2013.

Initial:

OWNER _____
ENGINEER _____

ENGINEER'S SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase – Work Completed

A.1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Furnish a review copy of the Preliminary Design Phase documents and any other deliverables to Owner and review them with Owner. Within 7 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner a copy of the

revised Preliminary Design Phase documents, and revised opinion of probable Construction Cost.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A.1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Incorporate any special funding requirements furnished by Owner.
 - b. Provide the regulatory agencies with copy of plans & specifications for review & comment.
 5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents.
 6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final copy of the Bidding Documents, and a revised opinion of probable Construction Cost.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A.1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 5. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: none at this time
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*. Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory*. Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits

or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or

procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which

are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11. Engineer shall transmit these documents to Owner.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: none at this time
 18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 2. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

This is **EXHIBIT C**, consisting of 4 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between Owner and Engineer for
Professional Services** dated November 5, 2013.

Initial:

OWNER _____

ENGINEER _____

PAYMENTS TO ENGINEER FOR SERVICES & REIMBURSABLE EXPENSES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative and Post-Construction) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:
1. *General.* An amount equal to 8% percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. This does not include independent testing laboratories.
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by Owner.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost. The Engineer and Owner do hereby agree that if the time of the bid letting and the determination of the project cost, the Owner determines the project is not feasible, the Engineer shall be compensated 75% of the basic fee as determined in this section. It is further understood that this 75% of the basic fee represents only a partial payment to the Engineer for professional services

rendered and if at some future date the Owner proceeds with project, the Engineer shall receive the remaining 25% of the basic fee plus compensation for any additional changes required in the plans and specifications.

- d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. No deduction is to be made from Engineer's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
3. Progress payments:
- a. The portion of the amounts billed for Engineer's services which is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.
 - b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	Completed
Preliminary Design Phase	<u>35</u> %
Final Design Phase	<u>40</u> %
Award of Contract	<u>20</u> %
Completion of Construction	<u>5</u> %
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein but shall not exceed the total percent fee unless approved in writing by the Owner.

C2.02 & C2.03 – Not used

C2.04 Compensation For Resident Project Representative and Post-Construction Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative and Post-Construction Basic Services as follows:

- 1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all

Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph shall not exceed 5% of the construction cost (hourly – see attached schedule).

2. *Post-Construction Phase Services.* For Post-Construction Phase services under Paragraph A1.06 of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative or Post-Construction Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 10%.
4. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C2.04

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 10%.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated November 5, 2013.

Initial:

OWNER
ENGINEER

STANDARD HOURLY RATES SCHEDULE

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

PERSONNEL	2013	2014	2015
Engineer, Architect V, Land Surveyor V, Scientist V	\$109.00	\$115.00	\$120.00
Architect IV, Land Surveyor IV, Scientist IV, Project Manager IV	\$99.00	\$105.00	\$110.00
Architect III, Land Surveyor III, Scientist III, Project Manager III, Landscape Architect III	\$89.00	\$94.00	\$98.00
Engineer II, Architect II, Land Surveyor II, Scientist II, Project Manager II, Geographer II.....	\$80.00	\$84.00	\$88.00
Engineer I, Architect I, Land Surveyor I, Scientist I	\$76.00	\$79.00	\$83.00
Computer Systems Specialist	\$90.00	\$95.00	\$100.00
Senior Funding Specialist	\$70.00	\$74.00	\$77.00
Funding Specialist	\$60.00	\$63.00	\$66.00
Technician V.....	\$80.00	\$84.00	\$88.00
Technician IV	\$72.00	\$76.00	\$80.00
Technician III	\$60.00	\$63.00	\$66.00
Technician II.....	\$51.00	\$54.00	\$57.00
Technician I	\$45.00	\$47.00	\$50.00
Administrative Assistant	\$33.00	\$34.00	\$36.00

CHARGEABLE EXPENSES

Mileage (Federal State Rate) subject to change.....	\$.555/mile
Meals/Lodging.....	Cost
Stakes & Expendable Materials.....	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder	\$60.00/Day
Photoionization Detection Meter	\$80.00/Day
Explosimeter	\$50.00/Day
Product Recovery Equipment	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System)	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Ground Water Sampling Equipment.....	\$75.00/Day

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for the years indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

This is **EXHIBIT D**, consisting of 5 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between Owner and Engineer for
Professional Services** dated November 5, 2013.

Initial:

OWNER _____

ENGINEER _____

**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE**

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

- A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
 - 1. *General:*
 - a. RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions.
 - b. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary.

- c. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
- d. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

2. *Schedules:*

- a. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

3. *Conferences and Meetings:*

- a. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
- c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:*

- a. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
- c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.

7. *Modifications:*

- a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER.
- b. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. Reports:

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

Request for Council Action

Date: October 17, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vettters, Ron Vonasek, Henry Tweten, Mark Olstad and Chad Grassel

Cc: File

From: Karla Anderson, Finance Director

RE: 2013 2nd Quarter Financial Reports

Background and Supporting Documentation of request:

Enclosed are the 2013 2nd Quarter reports with Budgeted Revenues and Expenses, Actual Revenue and Expenses, and the budget remaining for 2013.

Also attached are summary sheets for the General Fund, Special Revenue Funds and Enterprise Funds (excluding Water and Electric).

REVENUES:

The second quarter we collected approximately 46% of our yearly budget revenue; \$2,974,845 of an \$8,259,223 budget. Majority of revenue is normally collected in the last three quarters. General Tax revenue was received from the county in June, and majority of the rest collected in December. This is the bulk of the Tax Revenue category. Local Government Aid is received in July and December, which is majority of the Intergovernmental Services.

Miscellaneous Revenue we have collected more than we budgeted (\$32,831) due to the fact that we only allocate Interest earnings at year-end to all the funds according to their average yearly balance.

EXPENSES:

The second quarter expenses of \$4,048,870 or approximately 48% of the overall budget of \$8,489,223 is typically where expenses are for the second quarter.

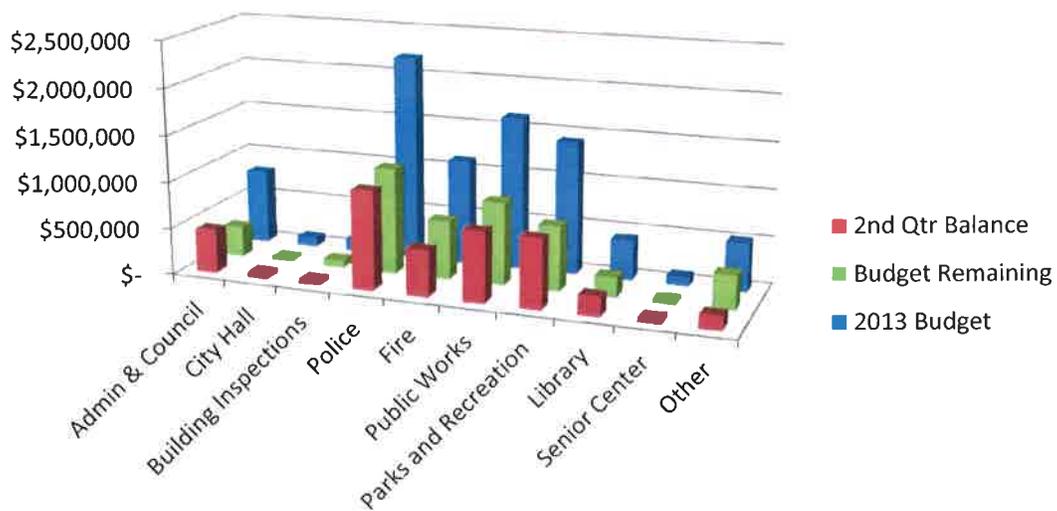
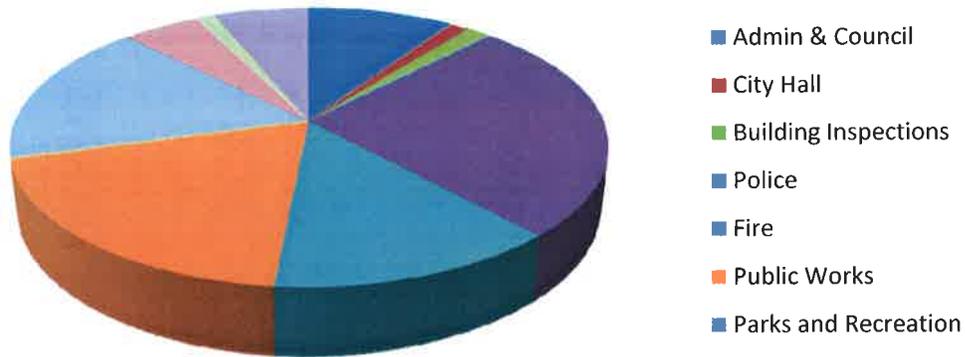
RECOMMENDATIONS:

At this time I don't foresee any reason for any change. Expenses and Revenues are where they are normally at for the second quarter.

General Fund Expenses by Department

	2013 Budget	2nd Qtr Balance	Budget Remaining
Admin & Council	\$ 805,997	\$ 471,343	334,654
City Hall	101,750	58,730	43,020
Building Inspections	139,803	53,282	86,521
Police	2,199,137	1,061,939	1,137,198
Fire	1,127,682	496,169	631,513
Public Works	1,640,602	752,345	888,257
Parks and Recreation	1,426,031	736,664	689,367
Library	428,768	208,954	219,815
Senior Center	98,621	54,715	43,906
Other	520,832	154,730	366,102
Total	\$ 8,489,223	\$ 4,048,870	\$ 4,440,353

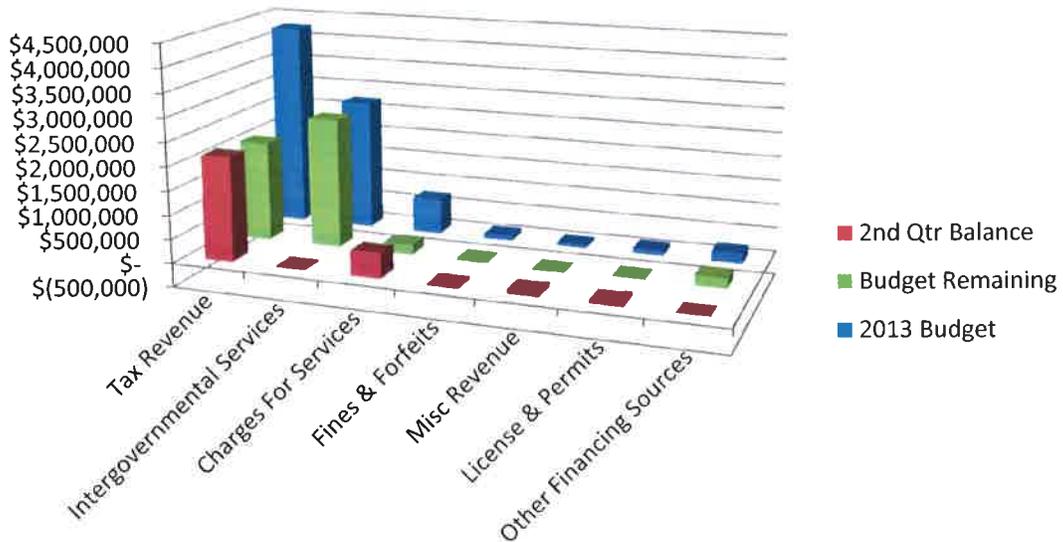
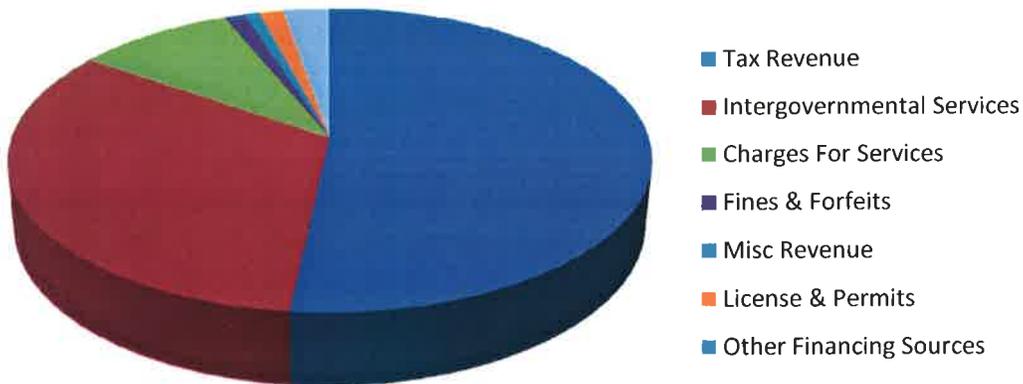
Budgeted Expenses by Department



General Fund Revenues By Category

	2013 Budget	2nd Qtr Balance	Budget Remaining
Tax Revenue	\$ 4,267,560	\$ 2,177,691	2,089,869
Intergovernmental Services	2,735,238	31,647	2,703,591
Charges For Services	746,200	528,467	217,733
Fines & Forfeits	106,300	52,050	54,250
Misc Revenue	67,700	100,531	(32,831)
License & Permits	115,225	84,460	30,766
Other Financing Sources	221,000	-	221,000
Total	\$ 8,259,223	\$ 2,974,845	\$ 5,284,378

Budgeted Revenues By Category



General Ledger
Expense and Rev vs Budget
Summary By Dept



City of East Grand Forks

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

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Period 01 - 06
Fiscal Year 2013

Account Number	Description	Budget	Balance	Variance	% Uncollected	Available
101 31	General Taxes Revenue					
000	Tax Revenue	4,267,560.00	2,177,691.14	2,089,868.86		48.97
32	Licenses & Permits Revenue					
000	License & Permit	115,225.00	84,459.50	30,765.50		26.70
33	Intergovernmental Revenue					
000	Tax Revenue	2,735,238.00	31,646.78	2,703,591.22		98.84
34	Charges for Services Revenue					
000	Tax Revenue	746,200.00	528,467.13	217,732.87		29.18
35	Fines & Forfeitures Revenue					
000	Tax Revenue	106,300.00	52,050.06	54,249.94		51.03
36	Special Assessment/Misc Rev Revenue					
000	Tax Revenue	67,700.00	100,530.88	-32,830.88		-48.49
39	Other Financing Sources Revenue					
000	Tax Revenue	221,000.00	0.00	221,000.00		100.00
41	General Government Expense					
110	Council	54,800.00	27,084.02	27,715.98		50.58
130	Ordinances & Proceedings	3,000.00	1,057.42	1,942.58		64.75
310	Mayor	16,800.00	6,979.14	9,820.86		58.46

Account Number	Description	Budget	Balance	Variance	% Uncollected	Available
410	Elections	0.00	0.00	0.00		0.00
510	Administration	353,909.04	200,738.81	153,170.23		43.28
530	Accounting & Auditing	40,000.00	32,377.00	7,623.00		19.06
550	City Assessor	29,200.00	29,208.00	-208.00		-0.72
610	City Attorney	122,500.00	78,513.02	43,986.98		35.91
900	Planning & Zoning	76,000.00	42,438.89	33,561.11		44.16
911	Water & Light Commission	0.00	0.00	0.00		0.00
912	Civil Service Commission	3,479.50	1,480.19	1,999.31		57.46
920	Finance & Accounting	106,508.94	51,466.52	55,042.42		51.68
940	City Hall Building	101,750.00	58,729.61	43,020.39		42.28
42	Public Safety					
Expense						
100	Police Administration	386,380.36	166,755.68	219,624.68		56.84
121	Police Investigations	272,504.43	143,509.94	128,994.49		47.34
123	Police Patrol	1,486,344.53	736,096.66	750,247.87		50.48
200	Fire Administration	107,695.77	57,068.18	50,627.59		47.01
220	Fire Protection Services	1,017,294.89	438,773.15	578,521.74		56.87
221	Rural Fire Protection Service	2,691.25	0.00	2,691.25		100.00
400	Building Officials	139,802.69	53,281.98	86,520.71		61.89
500	Emergency Management	0.00	327.52	-327.52		0.00
600	Traffic Engineering	46,907.50	13,237.61	33,669.89		71.78
700	Animal Control	7,000.00	2,339.18	4,660.82		66.58
43	Public Works					
Expense						
000	PW Administration	86,376.74	42,399.50	43,977.24		50.91
120	Streets	523,996.57	102,262.36	421,734.21		80.48

Account Number	Description	Budget	Balance	Variance	% Uncollected Available
121	City Engineer	30,000.00	10,485.50	19,514.50	65.05
122	Downtown Parking Lots	6,515.20	9,069.08	-2,553.88	-39.20
125	Ice & Snow Removal	192,463.00	155,723.78	36,739.22	19.09
126	Equipment	414,826.00	137,000.31	277,825.69	66.97
127	Demolition	0.00	0.00	0.00	0.00
129	Equipment Building	88,400.00	107,388.42	-18,988.42	-21.53
139	11AJ1 Paving 14th Ave	0.00	0.00	0.00	0.00
140	City Shop	50,740.63	81,533.80	-30,793.17	-60.79
150	Storm Sewer	0.00	0.00	0.00	0.00
160	Street Lights	180,000.00	80,689.84	99,310.16	55.17
220	Street Cleaning	42,229.00	14,636.85	27,592.15	65.34
260	Weed Control	25,054.50	11,155.18	13,899.32	55.48
45	Culture and Recreation Expense				
121	Parks Administration	238,243.82	106,281.87	131,961.95	55.39
123	Playgrounds	36,720.75	18,949.69	17,771.06	48.40
124	Swimming Pool	119,583.50	57,379.32	62,204.18	52.02
126	Tennis	3,506.55	1,347.48	2,159.07	61.57
127	Skating Rinks	8,697.25	100.09	8,597.16	98.85
129	Hockey	40,295.00	23,883.50	16,411.50	40.73
130	Figure Skating	38,648.00	17,248.31	21,399.69	55.37
133	Baseball	56,101.00	28,272.36	27,828.64	49.60
134	Softball	17,932.75	5,330.96	12,601.79	70.27
140	Civic Center	231,673.98	164,481.55	67,192.43	29.00
141	VFW Arena	181,616.14	125,417.12	56,199.02	30.94
142	Blue Line Arena	35,035.50	34,459.40	576.10	1.50

Account Number	Description	Budget	Balance	Variance	% Uncollected Available
202	Park Areas	309,280.81	118,948.69	190,332.12	61.54
203	Campground-Rec Area	108,696.00	34,564.01	74,131.99	68.20
204	Boiler Inspection	0.00	0.00	0.00	0.00
500	Library Administration	117,068.52	62,476.01	54,592.51	46.63
502	Circulation	156,066.14	76,154.17	79,911.97	51.20
504	Programs	97,646.81	45,013.30	52,633.51	53.90
506	Building	57,987.00	25,310.30	32,676.70	56.35
600	Senior Center Expenses	98,620.89	54,714.62	43,906.27	44.52
46	Community Development Expense				
000	Community Development	60,000.00	-28,005.43	88,005.43	146.68
47	Other L-T Debt Expense				
000	Tax Revenue	0.00	0.00	0.00	0.00
49	Unallocated Expense				
200	Unallocated Expenditures	295,670.00	182,735.70	112,934.30	38.20
300	Transfers	165,162.00	0.00	165,162.00	100.00
590	General Expense-Light	0.00	0.00	0.00	0.00
Revenue Total		8,259,223.00	2,974,845.49	5,284,377.51	0.64
Expense Total		8,489,222.95	4,048,870.16	4,440,352.79	0.52

General Ledger
 Quarterly Expense vs Budget By
 Fund and Dept

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 Fiscal Year 2013



City of East Grand Forks

P. O. Box 373
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Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
210	Transit				
	Revenue				
	Intergovernmental	255,730.00	77,715.35	178,014.65	69.61
	Charges for Services	0.00	0.00	0.00	0.00
	Special Assessments	6,000.00	5,925.00	75.00	1.25
	Other Financing Sources	62,070.00	0.00	62,070.00	100.00
	Revenue	323,800.00	83,640.35	240,159.65	74.17
	Expense				
	Personal Services	0.00	0.88	-0.88	0.00
	Services	323,800.00	155,613.58	168,186.42	51.94
	Capital Outlay	0.00	14,772.85	-14,772.85	0.00
	Expense	323,800.00	170,387.31	153,412.69	47.38
	Transit	0.00	-86,746.96	86,746.96	0.00
211	Library				
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00
211	Library				
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00
214	Resurrection Cemetery				
	Revenue				
	Taxes	0.00	0.00	0.00	0.00
	Intergovernmental	0.00	0.00	0.00	0.00
	Charges for Services	40,500.00	34,090.00	6,410.00	15.83
	Special Assessments	0.00	0.00	0.00	0.00
	Other Financing Sources	11,760.31	0.00	11,760.31	100.00
	Revenue	52,260.31	34,090.00	18,170.31	34.77
	Expense				
	Personal Services	22,210.31	10,442.74	11,767.57	52.98
	Supplies	2,700.00	1,576.47	1,123.53	41.61
	Services	27,350.00	9,984.67	17,365.33	61.21
	Capital Outlay	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	52,260.31	22,003.88	30,256.43	56.70
214	Resurrection Cemetery				
	Expense	0.00	12,086.12	-12,086.12	0.00

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
215	Insect Revenue				
	Charges for Services	45,000.00	22,911.29	22,088.71	49.09
	Special Assessments	2,500.00	0.00	2,500.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Revenue	47,500.00	22,911.29	24,588.71	51.77
	Expense				
	Personal Services	5,745.00	2,119.03	3,625.97	63.12
	Supplies	20,000.00	0.00	20,000.00	100.00
	Services	4,500.00	0.00	4,500.00	100.00
	Capital Outlay	0.00	0.00	0.00	0.00
	Expense	30,245.00	2,119.03	28,125.97	92.99
215	Insect	17,255.00	20,792.26	-3,537.26	-20.50

General Ledger
 Quarterly Expense vs Budget By
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City of East Grand Forks

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Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
603	Refuse				
	Revenue				
	Intergovernmental	15,000.00	15,000.00	0.00	0.00
	Charges for Services	839,948.00	424,343.19	415,604.81	49.48
	Special Assessments	3,000.00	0.00	3,000.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	857,948.00	439,343.19	418,604.81	48.79
	Expense				
	Personal Services	147,680.95	65,140.70	82,540.25	55.89
	Supplies	22,000.00	7,534.00	14,466.00	65.75
	Services	684,500.00	323,266.61	361,233.39	52.77
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Expense	854,180.95	395,941.31	458,239.64	53.65
	Refuse	3,767.05	43,401.88	-39,634.83	-1,052.15
605	Sewage				
	Revenue				
	Intergovernmental	0.00	0.00	0.00	0.00
	Special Assessments	35,000.00	0.00	35,000.00	100.00
	Proprietary Fund Revenues	1,243,500.00	659,537.89	583,962.11	46.96
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	1,278,500.00	659,537.89	618,962.11	48.41
	Expense				
	Personal Services	171,905.54	83,601.51	88,304.03	51.37
	Supplies	36,216.51	6,830.16	29,386.35	80.94
	Services	622,700.00	103,372.88	519,327.12	83.40
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	92,755.24	46,377.62	46,377.62	50.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	923,577.29	240,182.17	683,395.12	73.99
	Sewage	354,922.71	419,355.72	-64,433.01	-18.13
609	Storm Water				
	Revenue				

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
	Intergovernmental	0.00	427.13	-427.13	0.00
	Charges for Services	230,000.00	116,063.67	113,936.33	49.54
	Special Assessments	2,000.00	0.00	2,000.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	232,000.00	116,490.80	115,509.20	49.79
	Expense				
	Personal Services	59,724.28	38,621.60	21,102.68	35.33
	Supplies	35,100.00	7,625.51	27,474.49	78.27
	Services	95,300.00	56,373.77	38,926.23	40.85
	Reprs & Mntnce	0.00	3,645.30	-3,645.30	0.00
	Capital Outlay	380,000.00	37,967.35	342,032.65	90.01
	Expense	570,124.28	144,233.53	425,890.75	74.70
	Storm Water	-338,124.28	-27,742.73	-310,381.55	91.80

609

General Ledger
 Quarterly Expense vs Budget By
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City of East Grand Forks

P. O. Box 373
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Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
680	Riverwalk Center				
	Revenue				0.00
	Intergovernmental	0.00	0.00	0.00	0.00
	Special Assessments	130,000.00	57,157.54	72,842.46	56.03
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	130,000.00	57,157.54	72,842.46	56.03
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	1,000.00	403.90	596.10	59.61
	Services	260,600.00	82,996.86	177,603.14	68.15
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Expense	261,600.00	83,400.76	178,199.24	68.12
	Riverwalk Center	-131,600.00	-26,243.22	-105,356.78	80.06
681	DeMers Professional Building				
	Revenue				
	Special Assessments	0.00	0.00	0.00	0.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Services	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00
	DeMers Professional Building	0.00	0.00	0.00	0.00
682	Infill Building				
	Revenue				
	Special Assessments	67,000.00	31,318.35	35,681.65	53.26
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Revenue	67,000.00	31,318.35	35,681.65	53.26

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	500.00	0.00	500.00	100.00
	Services	67,730.00	21,493.47	46,236.53	68.27
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	68,230.00	21,493.47	46,736.53	68.50
682	Infill Building	-1,230.00	9,824.88	-11,054.88	898.77

Request for Council Action

Date: October 17, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vettters, Ron Vonasek, Henry Tweten, Mark Olstad and Chad Grassel

Cc: File

From: Karla Anderson, Finance Director

RE: 2013 3rd Quarter Financial Reports

Background and Supporting Documentation of request:

Enclosed are the 2013 3rd Quarter reports with Budgeted Revenues and Expenses, Actual Revenue and Expenses, and the budget remaining for 2013.

Also attached are summary sheets for the General Fund, Special Revenue Funds and Enterprise Funds (excluding Water and Electric).

REVENUES:

The third quarter we collected approximately 58% of our yearly budget revenue; \$4,814,265 of an \$8,259,223 budget. Majority of revenue is normally collected in the last three quarters. General Tax revenue was received from the county in June, and majority of the rest collected in December. This is the bulk of the Tax Revenue category. Local Government Aid is received in July and December, half in each payment, which is majority of the Intergovernmental Services.

Miscellaneous Revenue we have collected more than we budgeted (\$60,587) due to the fact that we only allocate Interest earnings at year-end to all the funds, according to their average yearly balance.

EXPENSES:

The third quarter expenses of \$6,079,739 or approximately 72% of the overall budget of \$8,489,223 is typically where expenses are for the third quarter.

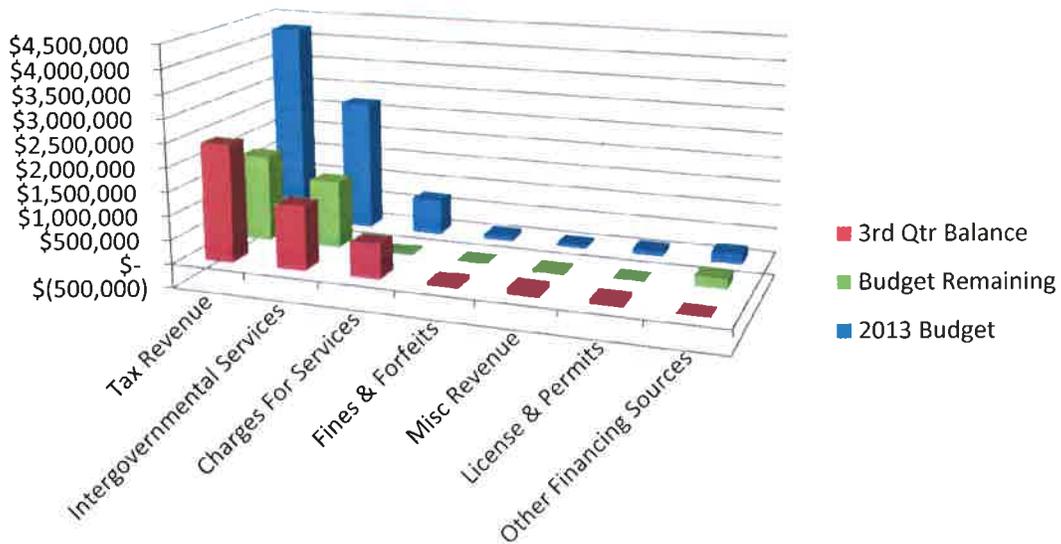
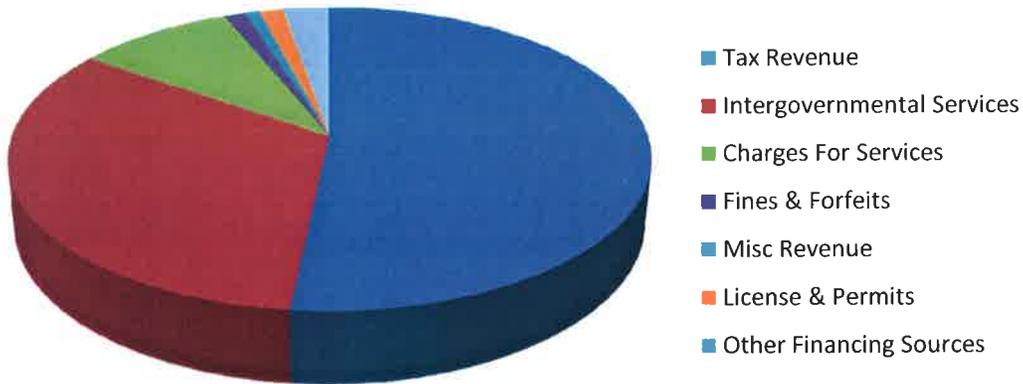
RECOMMENDATIONS:

At this time I don't foresee any reason for any change. Expenses and Revenues are where they are normally at for the third quarter.

General Fund Revenues By Category

	2013 Budget	3rd Qtr Balance	Budget Remaining
Tax Revenue	\$ 4,267,560	\$ 2,449,238	1,818,322
Intergovernmental Services	2,735,238	1,321,720	1,413,518
Charges For Services	746,200	715,080	31,120
Fines & Forfeits	106,300	83,673	22,627
Misc Revenue	67,700	135,622	(67,922)
License & Permits	115,225	108,933	6,293
Other Financing Sources	221,000	-	221,000
Total	\$ 8,259,223	\$ 4,814,265	\$ 3,444,958

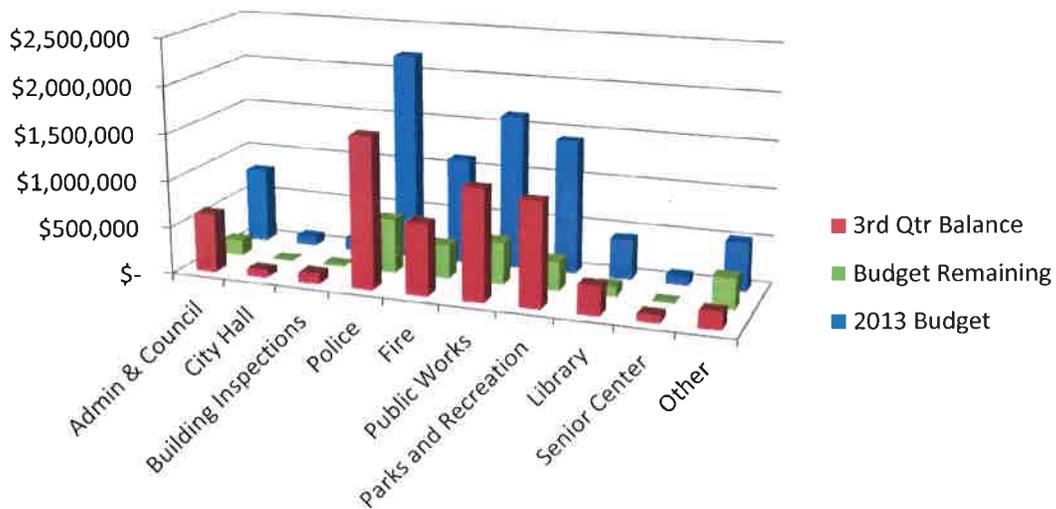
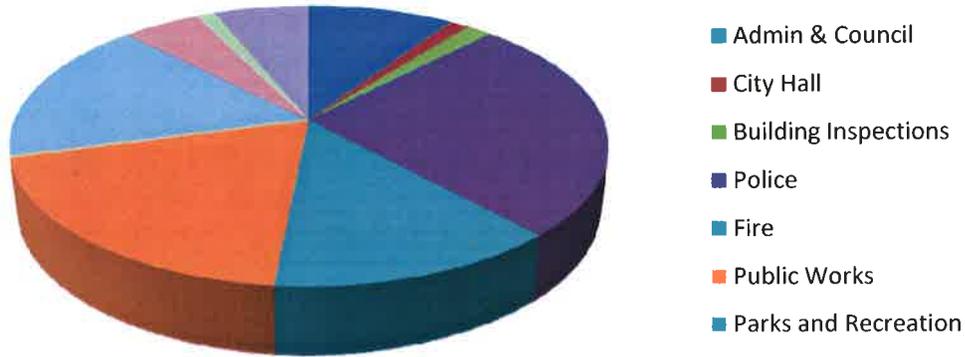
Budgeted Revenues By Category



General Fund Expenses by Department

	2013 Budget	3rd Qtr Balance	Budget Remaining
Admin & Council	\$ 805,997	\$ 630,424	175,574
City Hall	101,750	86,562	15,188
Building Inspections	139,803	113,504	26,299
Police	2,199,137	1,614,083	585,054
Fire	1,127,682	762,342	365,340
Public Works	1,640,602	1,183,865	456,737
Parks and Recreation	1,426,031	1,109,494	316,537
Library	428,768	313,120	115,649
Senior Center	98,621	82,368	16,253
Other	520,832	183,978	336,854
Total	\$ 8,489,223	\$ 6,079,739	\$ 2,409,484

Budgeted Expenses by Department



**General Ledger
Expense and Rev vs Budget
Summary By Dept**



City of East Grand Forks

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

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Period 01 - 09
Fiscal Year 2013

Account Number	Description	Budget	Balance	Variance	% Uncollected	Available
101	General					
31	Taxes					
000	Revenue					
	Tax Revenue	4,267,560.00	2,449,237.55	1,818,322.45		42.61
32	Licenses & Permits					
000	Revenue					
	License & Permit	115,225.00	108,932.50	6,292.50		5.46
33	Intergovernmental					
000	Revenue					
	Tax Revenue	2,735,238.00	1,321,720.17	1,413,517.83		51.68
34	Charges for Services					
000	Revenue					
	Tax Revenue	746,200.00	715,080.01	31,119.99		4.17
35	Fines & Forfeitures					
000	Revenue					
	Tax Revenue	106,300.00	83,673.08	22,626.92		21.29
36	Special Assessment/Misc Rev					
000	Revenue					
	Tax Revenue	67,700.00	135,621.62	-67,921.62		-100.33
39	Other Financing Sources					
000	Revenue					
	Tax Revenue	221,000.00	0.00	221,000.00		100.00
41	General Government					
110	Expense					
	Council	54,800.00	39,650.90	15,149.10		27.64
130	Ordinances & Proceedings					
		3,000.00	1,386.36	1,613.64		53.79
310	Mayor					
		16,800.00	9,885.72	6,914.28		41.16

Account Number	Description	Budget	Balance	Variance	% Uncollected Available
410	Elections	0.00	0.00	0.00	0.00
510	Administration	353,909.04	280,055.74	73,853.30	20.87
530	Accounting & Auditing	40,000.00	32,377.00	7,623.00	19.06
550	City Assessor	29,208.00	29,208.00	-208.00	-0.72
610	City Attorney	122,500.00	113,618.07	8,881.93	7.25
900	Planning & Zoning	76,000.00	46,707.06	29,292.94	38.54
911	Water & Light Commission	0.00	0.00	0.00	0.00
912	Civil Service Commission	3,479.50	1,480.19	1,999.31	57.46
920	Finance & Accounting	106,508.94	76,054.79	30,454.15	28.59
940	City Hall Building	101,750.00	86,561.97	15,188.03	14.85
42	Public Safety				
88	Expense				
100	Police Administration	386,380.36	262,821.79	123,558.57	31.98
121	Police Investigations	272,504.43	223,023.70	49,480.73	18.16
123	Police Patrol	1,486,344.53	1,090,929.91	395,414.62	26.60
200	Fire Administration	107,695.77	81,944.19	25,751.58	23.91
220	Fire Protection Services	1,017,294.89	679,878.26	337,416.63	33.17
221	Rural Fire Protection Service	2,691.25	0.00	2,691.25	100.00
400	Building Officials	139,802.69	113,504.17	26,298.52	18.81
500	Emergency Management	0.00	519.77	-519.77	0.00
600	Traffic Engineering	46,907.50	33,287.83	13,619.67	29.04
700	Animal Control	7,000.00	4,019.27	2,980.73	42.58
43	Public Works				
000	Expense				
	PW Administration	86,376.74	63,208.25	23,168.49	26.82
120	Streets	523,996.57	186,909.01	337,087.56	64.33

Account Number	Description	Budget	Balance	Variance	% Uncollected/Available
121	City Engineer	30,000.00	20,423.00	9,577.00	31.92
122	Downtown Parking Lots	6,515.20	9,069.08	-2,553.88	-39.20
125	Ice & Snow Removal	192,463.00	159,771.39	32,691.61	16.99
126	Equipment	414,826.00	275,141.85	139,684.15	33.67
127	Demolition	0.00	0.00	0.00	0.00
129	Equipment Building	88,400.00	123,318.73	-34,918.73	-39.67
139	11AJ1 Paving 14th Ave	0.00	0.00	0.00	0.00
140	City Shop	50,740.63	156,908.67	-106,168.04	-211.28
150	Storm Sewer	0.00	163.50	-163.50	0.00
160	Street Lights	180,000.00	130,889.83	49,110.17	27.28
220	Street Cleaning	42,229.00	28,630.68	13,598.32	32.20
260	Weed Control	25,054.50	29,431.03	-4,376.53	-17.47
45	Culture and Recreation				
	Expense				
121	Parks Administration	238,243.82	162,073.48	76,170.34	31.97
123	Playgrounds	36,720.75	30,669.02	6,051.73	16.48
124	Swimming Pool	119,583.50	128,695.73	-9,112.23	-8.48
126	Tennis	3,506.55	3,932.82	-426.27	-12.16
127	Skating Rinks	8,697.25	100.09	8,597.16	98.85
129	Hockey	40,295.00	24,536.52	15,758.48	39.11
130	Figure Skating	38,648.00	18,393.42	20,254.58	52.41
133	Baseball	56,101.00	52,636.53	3,464.47	6.18
134	Softball	17,932.75	13,835.28	4,097.47	22.85
140	Civic Center	231,673.98	209,206.75	22,467.23	9.52
141	VFW Arena	181,616.14	152,757.56	28,858.58	15.83
142	Blue Line Arena	35,035.50	38,738.01	-3,702.51	-10.71

Account Number	Description	Budget	Balance	Variance	% Uncollected	Available
202	Park Areas	309,280.81	193,266.87	116,013.94		37.44
203	Campground-Rec Area	108,696.00	80,651.63	28,044.37		25.80
204	Boiler Inspection	0.00	0.00	0.00		0.00
500	Library Administration	117,068.52	90,011.36	27,057.16		23.11
502	Circulation	156,066.14	118,448.69	37,617.45		24.08
504	Programs	97,646.81	63,575.39	34,071.42		34.89
506	Building	57,987.00	41,084.08	16,902.92		29.06
600	Senior Center Expenses	98,620.89	82,367.72	16,253.17		16.48
46	Community Development Expense					
000	Community Development	60,000.00	-25,401.08	85,401.08		142.34
47	Other L-T Debt Expense					
000	Tax Revenue	0.00	0.00	0.00		0.00
49	Unallocated Expense					
200	Unallocated Expenditures	295,670.00	209,379.19	86,290.81		29.18
300	Transfers	165,162.00	0.00	165,162.00		100.00
590	General Expense-Light	0.00	0.00	0.00		0.00
	Revenue Total	8,259,223.00	4,814,264.93	3,444,958.07		0.42
	Expense Total	8,489,222.95	6,079,738.77	2,409,484.18		0.28

General Ledger
 Quarterly Expense vs Budget By
 Fund and Dept



City of East Grand Forks

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

User: kanderson
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 Period 01 - 09
 Fiscal Year 2013

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
210	Transit				
	Revenue				
	Intergovernmental	255,730.00	139,938.59	115,791.41	45.28
	Charges for Services	0.00	0.00	0.00	0.00
	Special Assessments	6,000.00	7,310.52	-1,310.52	-21.84
	Other Financing Sources	62,070.00	0.00	62,070.00	100.00
	Revenue	323,800.00	147,249.11	176,550.89	54.52
	Expense				
	Personal Services	0.00	7,949.66	-7,949.66	0.00
	Services	323,800.00	163,323.39	160,476.61	49.56
	Capital Outlay	0.00	14,772.85	-14,772.85	0.00
	Expense	323,800.00	186,045.90	137,754.10	42.54
	Transit	0.00	-38,796.79	38,796.79	0.00
211	Library				
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00
	Library	0.00	0.00	0.00	0.00
214	Resurrection Cemetery				
	Revenue				
	Taxes	0.00	0.00	0.00	0.00
	Intergovernmental	0.00	0.00	0.00	0.00
	Charges for Services	40,500.00	49,465.00	-8,965.00	-22.14
	Special Assessments	0.00	0.00	0.00	0.00
	Other Financing Sources	11,760.31	0.00	11,760.31	100.00
	Revenue	52,260.31	49,465.00	2,795.31	5.35
	Expense				
	Personal Services	22,210.31	17,531.47	4,678.84	21.07
	Supplies	2,700.00	1,783.69	916.31	33.94
	Services	27,350.00	24,109.48	3,240.52	4.37
	Capital Outlay	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	52,260.31	43,424.64	8,835.67	12.99
	Resurrection Cemetery	0.00	6,040.36	-6,040.36	0.00

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
215	Insect Revenue				
	Charges for Services	45,000.00	34,297.46	10,702.54	23.78
	Special Assessments	2,500.00	0.00	2,500.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Revenue	47,500.00	34,297.46	13,202.54	27.79
	Expense				
	Personal Services	5,745.00	6,493.83	-748.83	-13.03
	Supplies	20,000.00	14,825.00	5,175.00	25.88
	Services	4,500.00	15,156.00	-10,656.00	-236.80
	Capital Outlay	0.00	0.00	0.00	0.00
	Expense	30,245.00	36,474.83	-6,229.83	-20.60
215	Insect	17,255.00	-2,177.37	19,432.37	112.62

General Ledger
 Quarterly Expense vs Budget By
 Fund and Dept



City of East Grand Forks

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

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 Fiscal Year 2013

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
603	Refuse				
	Revenue				
	Intergovernmental	15,000.00	15,000.00	0.00	0.00
	Charges for Services	839,948.00	635,686.10	204,261.90	24.32
	Special Assessments	3,000.00	0.00	3,000.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	857,948.00	650,686.10	207,261.90	24.16
	Expense				
	Personal Services	147,680.95	110,731.76	36,949.19	25.02
	Supplies	22,000.00	7,534.00	14,466.00	65.75
	Services	684,500.00	479,190.53	205,309.47	29.99
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Expense	854,180.95	597,456.29	256,724.66	30.06
603	Refuse	3,767.05	53,229.81	-49,462.76	-1,313.04
605	Sewage				
	Revenue				
	Intergovernmental	0.00	0.00	0.00	0.00
	Special Assessments	35,000.00	0.00	35,000.00	100.00
	Proprietary Fund Revenues	1,243,500.00	1,014,594.18	228,905.82	18.41
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	1,278,500.00	1,014,594.18	263,905.82	20.64
	Expense				
	Personal Services	171,905.54	128,095.07	43,810.47	25.49
	Supplies	36,216.51	13,464.63	22,751.88	62.62
	Services	622,700.00	175,519.53	447,180.47	71.81
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	92,755.24	92,755.24	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	923,577.29	409,834.47	513,742.82	55.62
605	Sewage	354,922.71	604,759.71	-249,837.00	-70.37
609	Storm Water				
	Revenue				

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
	Intergovernmental	0.00	427.13	-427.13	0.00
	Charges for Services	230,000.00	174,402.18	55,597.82	24.17
	Special Assessments	2,000.00	0.00	2,000.00	100.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	232,000.00	174,829.31	57,170.69	24.64
	Expense				
	Personal Services	59,724.28	54,281.25	5,443.03	9.11
	Supplies	35,100.00	15,485.28	19,614.72	55.63
	Services	95,300.00	87,928.54	7,371.46	7.74
	Reprs & Mntnce	0.00	3,645.30	-3,645.30	0.00
	Capital Outlay	380,000.00	56,367.35	323,632.65	85.17
	Expense	570,124.28	217,707.72	352,416.56	61.80
	Storm Water	-338,124.28	-42,878.41	-295,245.87	87.29

609

General Ledger
 Quarterly Expense vs Budget By
 Fund and Dept



City of East Grand Forks

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

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 Fiscal Year 2013

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
680	Riverwalk Center				
	Revenue				0.00
	Intergovernmental	0.00	0.00	0.00	0.00
	Special Assessments	130,000.00	83,945.28	46,054.72	35.43
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	130,000.00	83,945.28	46,054.72	35.43
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	1,000.00	419.04	580.96	58.10
	Services	260,600.00	114,465.16	146,134.84	56.08
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Expense	261,600.00	114,884.20	146,715.80	56.08
680	Riverwalk Center	-131,600.00	-30,938.92	-100,661.08	76.49
681	DeMers Professional Building				
	Revenue				0.00
	Special Assessments	0.00	0.00	0.00	0.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Services	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00
681	DeMers Professional Building	0.00	0.00	0.00	0.00
682	Infill Building				
	Revenue				38.61
	Special Assessments	67,000.00	41,131.60	25,868.40	0.00
	Proprietary Fund Revenues	0.00	0.00	0.00	0.00
	Revenue	67,000.00	41,131.60	25,868.40	38.61

Fund	Description	2010 Budget	Balance	Variance	% Uncollected Available
	Expense				
	Personal Services	0.00	0.00	0.00	0.00
	Supplies	500.00	0.00	500.00	100.00
	Services	67,730.00	24,968.09	42,761.91	63.14
	Capital Outlay	0.00	0.00	0.00	0.00
	Debt Services	0.00	0.00	0.00	0.00
	Transfers	0.00	0.00	0.00	0.00
	Expense	68,230.00	24,968.09	43,261.91	63.41
682	Infill Building	-1,230.00	16,163.51	-17,393.51	1,414.11

Request for Council Action

Date: 10/17/13

To: East Grand Forks City Council; Mayor Lynn Stauss, President Craig Buckalew , Council Vice President Greg Leigh, Council Members: Mark Olstad, Henry Tweten , Clarence Vetter, Ron Vonasek and Chad Grassel.

Cc: File

From: Karla Anderson

RE: US Bank credit card

Background:

Administration and Finance has had discussions with Wells Fargo Bank during the past year about services that they could provide us. During the process it was discovered that the program was not going to be of no cost. I then checked with US Bank who for years has had a Purchasing Card(credit card) system for the State of Minnesota at no cost. US Bank offers the same service as does Wells Fargo Bank, so would like to proceed and get the necessary documents signed to move forward with US Bank.

I will be updating the policy/procedures for credit card use and provide it to the council for approval before we distribute the cards to employees.

Recommendation:

The council has already approved moving forward with credit cards, just wanted to update the council that we will be using US Bank instead of Wells Fargo Bank for this service.

Request for Council Action

Date: October 22, 2013
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, City Planner
RE: Discussion on 2014 Boiler Inspections

RECOMMENDATION:

Staff recommends allowing up to 5 employees to obtain a boilers license and conduct boiler inspections for the Public Works Building, Library and the Pool (seasonal). The 3 Park Maintenance Workers will have the boiler inspections written into their work descriptions, and 2 volunteers from Public Works will be allowed to conduct inspections, although this will not be written into any job classification. The employees will be allowed the stipend at the end of the year and call-back pay for coming in to inspect if it is not their scheduled work day.

GENERAL INFORMATION:

The topic of boiler inspections for City Buildings has been brought to a Work Session before. Here is what we know:

- 1) We have boilers in three buildings: Public Works, the Library and the Pool
- 2) These boilers must be inspected every day that the building is occupied and the boilers are running: Public Works (M-F); Library (M-Sun); and the Pool (seasonal M-Sun).
- 3) We have verified the need for these inspections thru numerous insurance contacts (local and state), the State Dept of Labor, our district State Boiler Inspector, and regulations. At this point, we cannot skip the inspections or only do them on the weekdays.
- 4) We cannot find a private firm/company or other license boiler inspector who will do these inspections and charge the city.
- 5) We need employees that can perform these inspections and certain labor issues cause difficulties in requiring employees from the various Depts.

Therefore, Jason Stordahl, Dave Aker, Mr. Murphy and I met to discuss next year's inspections and what we need to get these inspections done when necessary. We have 2 possible Public Works employees that have their license and want to continue doing the inspections, however, they are

different job classifications and we can't write the inspection duty into their job descriptions. They can stop doing inspections at any time. The Parks and Rec Dept. have hired three new Maintenance Workers. We had hoped to write the inspection duty into their classification before they were hired. Now we want it written into their job classification for future years. That way we will be guaranteed at least 3 workers who can inspect.

The current contract allows up to 2 employees to receive a \$750 stipend at the end of the year. We would like that to change to up to 5 employees (the stipend amount can be negotiated in the next contract). The employees will also receive call back pay if they come in and perform an inspection on an unscheduled day of work.

Lastly, the City has contacted a teacher who will conduct the training in EGF for the three Maintenance Workers. If you agree, we will set up this training before the end of the year. As well, the boiler inspection schedule for the weekends will be set up by the inspectors themselves.

Request for Council Action

Date: October 22, 2013
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, City Planner
RE: Approve new cleaning services for 2014

RECOMMENDATION:

Staffs recommends approval of hiring Thur-O-Clean Inc at \$1200/month (all inclusive) for 2014 and enter into a one year contract, starting January 1st 2014 with the ability to renew each year if they meet our needs and expectations

GENERAL INFORMATION:

The Community Development Office was asked by the past City Administer to review the current cleaning contract and visit with other Departments regarding the cleaning of their facilities. After review and discussion, both Police and Public Works were interested in joining City Hall and look for bids to clean all three buildings: City Hall, the Police Building and the Public Works Building.

At the August 2013 council meeting, staff recommended rejecting all bids as the lowest bidders did not receive positive referrals and the other estimates were too high or incomplete. It was then recommended that each dept. get their own cleaning estimates or look for cleaning services on their own.

After some concerns and disappointment with our current cleaner; I contacted a new cleaning service, Thur-O-Clean Inc and asked that they submit an estimate for cleaning City Hall only. I have received the estimate - \$1200 per month (including tax) – and I feel that the City should approve the hiring of Thur-O-Clean. Although, their estimate is more than the current cleaning company, they come with: A) excellent references; B) Less than most of the bids we received in August; C) Provide more cleaning and will include a complete building steam cleaning once per year at no charge (worth \$1950). I would like to enter into a one year contract, starting January 1st 2014 and have the ability to renew each year if they meet our needs and expectations.

This increase in cleaning services per month will be adjusted in the upcoming 2014 budget (if approved) without an increase to the City Hall Buildings budget (funds will be shifted from the maintenance fund).

THUR-O-CLEAN INC.

Commercial Cleaning and Restoration

1026 20th Avenue SE • East Grand Forks, MN 56721



Cleaning Estimate

Date: 10/1/12

Location: East Grand Forks City Hall
600 Demers Ave
East Grand Forks MN, 56721

Job Description: General janitorial service two days per week, duties as outlined in the duty list supplied by the city of East Grand Forks.

Total Monthly Price..... \$1200.00 *w/tax*

Note: As a regularly scheduled customer you will receive a complete building steam cleaning once per year at no charge. (estimated value \$1950.00)

Cleaning Schedule

Cleaning will be scheduled Monday and Thursday after 6:00pm. Terrazzo will be burnished the 1st and 3rd Wednesday of every month.

Thank You,

A handwritten signature in black ink, appearing to read 'Nate Altendorf'.

Nate Altendorf
Thur-O-Clean Inc.
701-739-9690

thuroclean@gfwireless.com

218•773•4280

Nancy Ellis

From: thuroclean@gfwireless.com
Sent: Thursday, October 03, 2013 8:27 AM
To: Nancy Ellis
Subject: Cleaning Estimate
Attachments: scan 03_Oct_2013 08-17-36.pdf; ATT186138.txt

Complete background checks are done on all Thur-O-Clean employees. The average Thur-O-Clean employee has been with the company 2-5 years. All new employees are put through a training program before they put into any building.

Thank You,
Nate Altendorf
Thur-O-Clean Inc.
701-739-9690

Request for Council Action

Date: 10-16-2013
To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council members: Chad Grassel, Ron Vonasek, Henry Tweten, Clarence Vetter, Greg Leigh, and Mark Olstad.
Cc: File
From: Fire Chief Gary Larson
RE: DNR Fire Dept Co-op Agreement

Background and supporting documentation of request: We have always had a Co-op Agreement in place with the DNR. The last one on file expired in June of 2010. This agreement allows the DNR to call us for assistance with fires in State land. They also have grant programs and vehicle grants that we can access. This is where we picked up our Command Post trailer, and two of the older pickups we use for grass fires.

Recommendation: It would be my recommendation to renew the contract with the DNR. They reimburse hours, travel time, etc. The contract is enclosed

Request:

Enc.



Minnesota Department of Natural Resources
Division of Forestry and the _____ Fire Department
Cooperative Fire Protection Agreement
Agreement Number: (YY RAN FDID#)

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the State of Minnesota acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “DNR” and the _____ Fire Department, hereinafter referred to as the “Fire Department,” as authorized by M.S. 88.04 subd. 4; 88.11 subd. 1; and 89.01 subd. 4

I. PURPOSE

The purpose of this Cooperative Fire Protection Agreement is to cooperate in the prevention and suppression of wildland fires as authorized under M.S. 88.04. Assistance will only be provided when requested, when resources are available, and can be committed without diminishing either party’s ability to protect its own jurisdiction.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The DNR, *Division of Forestry*, is responsible for the prevention and suppression of wildland fire within the state. The Fire Department is responsible to prevent and extinguish all unwanted fires within its fire protection area.

It is mutually advantageous and in the public’s interest for the parties to this instrument to coordinate and assist in each other’s efforts in prevention, detection, and suppression of wildland fires and to cooperate in fire hazard reduction in and adjacent to areas of mutual responsibility.

III. THE FIRE DEPARTMENT SHALL:

1. Provide fully staffed and equipped fire fighting resources, when available for wildland fire suppression, as listed on the attached rate schedule.
2. Indemnify, save and hold the State, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys’ fees incurred by the State, arising from the performance of this Agreement by the Fire Department or Fire Department’s employees, agents or subcontractors. This clause shall not be construed to bar any legal remedies the Fire Department may have for the State’s failure to fulfill its obligations pursuant to this Agreement.
3. Assume full responsibility, including legally required insurance and Workers’ Compensation for all Fire Department personnel provided under this agreement.
4. Respond to all calls for wildland fires within the Fire Department’s fire protection area when requested by the DNR.
5. Respond to additional wildland fire calls outside the Fire Department’s fire protection area at the request of the DNR and at the discretion of the Fire Chief.
6. Submit a report to the DNR within 24 hours of any wildland fire on which the Fire Department takes independent action. Reporting can be in the form a DNR Fire Report Card, fax, e-mail, fire report form, DNR wildland fire invoice form, or other written communication that provides the same information as the Fire Report Card.



7. **Submit an invoice to the DNR within 30 days of an incident for which the fire department is requesting reimbursement. Invoices beyond 30 days may not be honored if the fire was not reported timely to the DNR.**
8. Stay with all wildland fires until out, or released by a DNR incident commander, or until called to another incident within the Fire Department's protection area, provided the wildland fire is considered safely contained.
9. Be committed to protection of lives and buildings as its first consideration.
10. Through the Fire Department officers, determine its capabilities and assume final decision authority on commitment of its vehicles and personnel into any area of operation that is requested by DNR personnel.
11. Furnish all tools, equipment, supplies, fuels, and lubricants, except for those items furnished by the DNR, as stated in this Agreement.
12. Assist the DNR with distribution of fire prevention materials and wildland fire prevention presentations.
13. Bill the DNR for wildland fire runs at the agreed upon rate per run. When additional resources are requested by DNR Forestry, *beyond the first 2 hours (the "run")* hourly rates for specific requested equipment, as described in the attached Rate Schedule, will apply. **Invoices must be submitted within thirty (30) days of the fire(s).**

IV. THE DNR SHALL:

1. Respond with specialized equipment for wildfire response, when possible, at the request of the Fire Chief or designate. This equipment includes, but is not limited to dozers, all terrain tracked vehicles, engines and aircraft.
2. Investigate violations of the burning laws of the State. (M.S. 88.01 to 88.22 and 88.75) This includes billing the responsible party for all wildland fire suppression costs of the DNR, and the Fire Department if the DNR pays the Fire Department for responding to the fire.
3. Assist the Fire Department in obtaining Federal Excess Property, specialized equipment, or grants for improving their firefighting capabilities.
4. Assist the Fire Department with procuring and distributing fire prevention materials.
5. Provide wildland fire suppression training to the Fire Department as workload permits.
6. Reimburse the Fire Department for wildland fire runs, according to the terms of this agreement.
7. Make reasonable effort to release the Fire Department as soon as possible to ensure that the Fire Department is available for other emergency response calls.

(Delete options that are not used.)

8. **(Optional)** Replace or reimburse the Fire Department for the cost of Class A firefighting foam used on wildland fires, with final approval of the DNR Forester.
9. **(Optional)** Loan wildland firefighting tools, as available, to the Fire Department.

V. REIMBURSEMENT POLICIES:

1. Lower rates may be negotiated for extended use at the Fire Department's discretion.
2. When the Fire Department is dispatched through its normal dispatch procedures, and not specifically requested by the DNR, the Fire Department shall only bill for a Wildland fire run. *(A Wildland Fire Run is described as the fire department's response to a wildland fire that takes up to two (2) hours to suppress.)*
3. For hourly billing of *equipment requested by DNR Forestry, after the wildland fire run (first 2 hours)*, time will be rounded to the nearest half hour. Billable time should begin when the Fire Department



NA-01966-06

4-8-2013

leaves its station and continue until it returns to its station. Time spent refurbishing and readying equipment for the next call shall not be included as billable time.

- 4. The fire chief and local DNR forester may discuss charges that are in question prior to submitting a final invoice for payment.
- 5. If the Fire Department is released by the DNR before the Fire Department has taken any suppression action on the fire, the Fire Department shall not submit a bill for the run.
- 6. Attached rates shall be reviewed annually and may be changed with signature of the parties to this Agreement, or their successors in position.

This Agreement is effective on the date of the last signature and is to continue in force for five (5) years or until terminated by either party giving thirty (30) days written notice to the other. Both parties should review this Agreement annually.

Fire Department:

/s/ _____ Date: _____

Title: _____

State of Minnesota
Department of Natural Resources:

/s/ _____ Date: _____

Area Forester

Request for Council Action

Date: 10-15-2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council members: Chad Grassel, Ron Vonasek, Henry Tweten, Clarence Vetter, Greg Leigh, and Mark Olstad.

Cc: File

From: Fire Chief Gary Larson

RE: Old Civil Defense Sirens

Background and supporting documentation of request: I am not sure of the date, but the City installed four new sirens a few years back. The four sirens were to cover the City for all warnings. The old sirens are no longer in use. We have received complaints from neighborhoods that the old sirens do not work. The Water & Light Dept has offered to remove the old sirens. I was told by our siren repairman that they are worthless.

Recommendation: To declare old sirens surplus property, have them removed, and sell the iron for scrap metal.

Request:

Enc.

Request for Council Action

Date: October 16, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Chad Grassel, Henry Tweten, Mark Olstad, Clarence Vetter and Ron Vonasek.

Cc: File

From: Dave Aker

RE: 2013-2014 Lease Agreement with ISD #595

Background: Contract for the High School to use the VFW and Civic Center during the school year. Also includes graduation, physical education classes and soccer program has used Nash Park and the Blue Line Arena.

Recommendation: To sign the contract and send it to the school to have signed.

Enclosures: Contract included.

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

This Agreement entered into this ___ day of _____, 2013, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as “Lessee”).

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

WHEREAS, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2013, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

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

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2013-2014 school year, the school year normally being considered as being from August 15th to June 15 of the following year, for the consideration of \$100,000.00;

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

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

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

II. **Lessee shall:**

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2014. The remaining balance shall be payable no later than April 15, 2014.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.
- I. The Lessee does NOT allow players to be unsupervised in the arenas without a coach or an adult volunteer that is school appointed at all times.

III. **Fire and Property Insurance.**

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

IV. **Waiver of Subrogation.**

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

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

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

VI. Government Data Practices Act.

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 595

By:

School Board Chair Date

By:

School Board Clerk Date

CITY OF EAST GRAND FORKS, MINNESOTA

By:

Lynn Stauss, Mayor Date

By:

Scott Huizenga, Administrator/Clerk-Treasurer Date

Request for Council Action

Date: October 16, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Chad Grassel, Mark Olstad, Henry Tweten, Clarence Vetter, and Ron Vonasek

Cc: File

From: Dave Aker

RE: Winter fees for 2013-2014

Background:

I am asking for permission to raise some of the fees for winter activities. This year we anticipated a few lower numbers in figure skating and hockey. To try equaling the income from last year we are increasing the prices for hockey, \$5 - \$15 for registration. Figure skating we added a new class called Snowplow Sam and increased synchronize skating \$25.

Recommendation: My recommendation is to allow us to do increase prices this year and see where we end up with income taken in from both of them.

Enclosures: Prices included.

RESOLUTION NO. 13 – 10 - 103

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

WHEREAS, the City of East Grand Forks, Minnesota, desires to adjust some of the City fees and charges presently in effect;

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fees and charges in the right hand column are hereby approved and adopted, to be effective September 30, 2013;

	<u>Current</u>	<u>Proposed</u>
Snowplow Sam		\$ 25.00
Basic Skating	\$ 75.00	\$ 75.00
Freestyle	\$ 100.00	\$ 100.00
Synchro	\$ 250.00	\$ 275.00
Privates	\$ 100.00	\$ 100.00
USFSA Insurance	\$ 12.00	\$ 12.00
Mites	\$ 65.00	\$ 75.00
Pnuts & 8U Girls	\$ 165.00	\$ 175.00
Squirts & 10U	\$ 220.00	\$ 225.00
PeeWee & 12U	\$ 360.00	\$ 375.00
Bantam & 14U	\$ 360.00	\$ 375.00
Family Cap	\$ 630.00	\$ 650.00
Mite, Pnut Clinic	\$ 40.00	\$ 40.00
8U clinic	\$ 40.00	\$ 40.00
Squirts & up	\$ 50.00	\$ 50.00
10U & up	\$ 50.00	\$ 50.00

LET IT BE FURTHER RESOLVED, Skaters can be in Basic and Synchro; or Freestyle and Synchro; and will only be required to pay the Synchro fee.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: _____, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this _____ day of _____, 2013.

Mayor