

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
JULY 6, 2010
5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

"An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate."

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of June 15, 2010.
2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of June 22, 2010.

SCHEDULED BID LETTINGS:

3. Consider approving the request to award the base bid for "2010 City Project No.3 Street Improvements-Central Ave" to Paras Corporation for the total bid price of \$131,173.20.

SCHEDULED PUBLIC HEARINGS:

4. Public Hearing to consider adopting Resolution No. 10-07-70 a resolution to adopt assessment Roll #316 for "2010 Assessment Job No. 1 - Paving" – Point of Woods 5th Addition for a total assessment of \$228,029.04.

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

5. Consider approving the application for an Exempt Gambling Permit for a raffle for Sacred Heart Church & School to be held January 7, 2011 at Sacred Heart Church & School, 200 3rd St NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.

CITY COUNCIL AGENDA

July 6, 2010

6. Consider approving the application for a special event license for The Chamber, for the CATS Incredible to be held July 30 through August 1, 2010, in LaFave Park. Setup will begin Wednesday July 28, in the Park.
7. Consider approving the application for a temporary On-Sale Liquor License for the VFW Post 3817 for July 25, at Sherlock Parks lower Pavilion, East Grand Forks, MN 56721.
8. Consider approving the application for an Exempt Gambling Permit for a raffle for East Grand Forks Police Officers Association to be held July 31, 2010 at 7:00 pm at LaFave Park, Intersection of Hill St and River St, East Grand Forks, MN 56721 and waive the 30-day waiting period.
9. Consider approving the request to declare seventeen (17) seized and forfeited vehicles from the Police Department as surplus property and schedule a sealed bid Vehicle Auction for late July.
10. Consider approving the application for a temporary On-Sale Liquor License for the American Legion Post 157 for July 30 through August 1, at LaFave Park, East Grand Forks, MN 56721; in association with CATS Incredible Days in the Grand Cities.
11. Consider approving the special event license for Greater Grand Forks Young Professionals, for the Chili Cook-Off in association with CATS Incredible to be held July 31 from 8 am to 2 pm on the bank of the Red River south of the DeMers (Sorlie) Bridge.
12. Consider approving the Memorandum of Understanding covering Metropolitan Planning within the Grand Forks-East Grand Forks Metropolitan Area.
13. Consider approving the "On Sale Weekday & Sunday" Liquor License Applicant Renewal for Liberty Lanes located at 1500 5th Ave. NE, East Grand Forks, MN 56721.
14. Consider adopting Resolution No. 10-07-75 authorizing execution of agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the project entitled Safe and Sober Communities during the period from October 1, 2010 through September 30, 2011.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

15. Regular Meeting minutes of the Water, Light, Power and Building Commission for May 6, 2010.
16. Special Meeting minutes for the Water, Light, Power and Building Commission for May 13, 2010.
17. Regular Meeting minutes of the Water, Light, Power and Building Commission for May 20, 2010.
18. Regular Meeting minutes of the Water, Light, Power and Building Commission for June 3, 2010.

COMMUNICATIONS:

19. Letter from Chief Gust acknowledging Austin Skjei's completion of the probationary period and request to hire him as a Fulltime Fire Department Employee.

NEW BUSINESS:

20. Consider adopting Resolution 10-07-71 which accepts a rescue boat donation from the East Grand Forks Fire Department Relief Association for the East Grand Forks Fire Department.
21. Consider adopting Resolution No. 10-07-72 a resolution accepting and awarding bid for "2010 Assessment Job No. 1 – Paving – Point of Woods 5th Addition" to Strata Corp. for a total bid price of \$188,774.20.
22. Consider approving the Financial Assistance Award from the Economic Development Administration (EDA) for the amount not to exceed \$425,000.00 for public assistance for street and sewer improvements throughout the City.
23. Consider approving the request to allow an amendment to the Greenway Crossing PUD to allow a single family home to be built on a lot dedicated to the building of twin homes.
24. Consider approving the International Association of Firefighters Local No. 3423 Labor Agreement from January 1, 2010 through December 31, 2012.
25. Consider approving the application for a Special Event for ENDracing/Northern Heights Rock Gym, for the Extreme North Dakota –Adventure Race (END-AR) to be held September 4, 2010 along the Greenway, Red River and Red Lake River. Pending DNR and Polk County Approval.
26. Consider adopting Resolution No. 10-07-76 ordering preparation of plans and specifications for "2010 City Project No. 11 - Civic Center Improvements".

CLAIMS:

27. Consider adopting Resolution No. 10-07-73 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 6696 for a total of \$2,086.91 whereas Council Member Buckalew is personally interested financially in the contract.
28. Consider adopting Resolution No. 10-07-74 authorizing the City of East Grand Forks to approve purchases from Bert's Truck Equipment the goods referenced in check number 6634 for a total of \$13,886.95 whereas Council Member Gregoire is personally interested financially in the contract.
29. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

- Work Session – July 13, 2010 – 5:00 PM – Training Room
- Regular Meeting – July 20, 2010 – 5:00 PM – Council Chambers
- Work Session – July 27, 2010 – 5:00 PM – Training Room

**UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 15, 2010 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for June 15, 2010 was called to order by Council President Dick Grassel at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT: DO NOT READ

Dave Aker, Parks & Recreation Superintendent; Brad Bail, City Engineer; Nancy Ellis, Planning & Zoning; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Scott Huizenga, City Administrator; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.

Members of Boy Scouts Troop 37 introduced themselves to the City Council.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 1, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE "REGULAR MEETING" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF JUNE 1, 2010.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of June 8, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE "WORK SESSION" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF JUNE 8, 2010.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

SCHEDULED BID LETTINGS:

3. Consider approving the request to award the base bid for "2009 City Project No.1 – 23rd St NW" to Spruce Valley for a total bid price of \$83,710.50.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO AWARD THE BASE BID FOR THE "2009 CITY PROJECT NO. 1 23RD ST NW" TO SPRUCE VALLEY FOR A TOTAL BID PRICE OF \$83,710.50.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

4. Consider approving the request to award the base bid for "2010 City Project No.1 – Curb, Gutter, and Paving" to Strata Corporation for the total bid price of \$1,597,386.09 upon approval from MnDot and PFA.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO AWARD THE BASE BID FOR THE "2010 CITY PROJECT NO. 1, CURB, GUTTER, AND PAVING" TO STRATA CORPORATION FOR A TOTAL BID PRICE OF \$1,597,386.09 UPON APPROVAL FROM MNDOT AND PFA.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

5. Consider approving the Fireworks/Pyrotechnic Application for July 4, 2010 (Rain Date: July 5, 2010) for RES Specialty Pyrotechnics Inc. for a display along the Red River across from Cabela's.
6. Consider approving the application for a special event license from "Clear Channel Radio", for the Bites and Bikes, Ride in Motorcycle Show for July 22, 2010 from 4pm-8pm closing North Riverstreet.
7. Consider approving the request from the Public Works Department to change the Equipment Budget Line, replacing item 09-PW-002 with snow and ice equipment (Henke Push Plow and Show Wing/#118 Grader) for \$28,000.00.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE CONSENT MOTIONS NUMBER FIVE (5) THROUGH SEVEN (7) AS SUBMITTED.

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

Voting Nay: None.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:
NONE.**

COMMUNICATIONS: NONE.

OLD BUSINESS:

8. Consider adopting Ordinance No. 311 3rd Series, an Ordinance enacting a Code of Ordinances for the city of East Grand Forks, Minnesota, amending, restating, revising, updating, codifying, and compiling certain ordinances of the city dealing with the subjects embraced in the code of ordinances, and providing penalties for the violation of the code of ordinances. (2nd Reading)

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO AWARD THE BASE BID FOR THE "2010 CITY PROJECT NO.7, CAMPGROUND IMPROVEMENTS".

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

NEW BUSINESS:

9. Consider approving the special event license for the Y Family Center to hold the Firecracker 10K Run & 5K Fun Run/Walk race and allowing small motor vehicles on the designated routes on Sunday, July 4 on the Greenway in GF and EGF pending certification of completed special events application including hold harmless and indemnification waivers.

A MOTION WAS MADE BY COUNCIL MEMBER GERGOIRE, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE THE SPECIAL EVENT LICENSE FOR THE Y FAMILY CENTER TO HOLD THE FIRECRACKER 10K RUN & 5K FUN RUN/WALK RACE ALLOWING SMALL MOTOR CEHICLES ON DESIGNATED ROUTES ON SUNDAY, JULY 4 ON THE GREENWAY, PENDING CETRIFICATION OF COMPLETED SPECIAL EVENTS APPLICATION INCLUDING HOLD HARMLESS AND INDEMNIFICATION WAIVERS.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

10. Consider approving the special event license for the RRBIT five day bike race and allowing small motor vehicles on the designated routes starting Monday, June 21 in GF and ends June 25 in EGF, pending certification of completed special events application including hold harmless and indemnification waivers.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE THE SPECIAL EVENT LICENSE FOR THE RRBIT FIVE DAY BIKE RACE ALLOWING SMALL MOTOR CEHICLES ON DESIGNATED ROUTES STARTING ON MONDAY, JUNE 21 IN GF AND ENDING JUNE 25, IN EGF PENDING CETRIFICATION OF COMPLETED SPECIAL EVENTS APPLICATION INCLUDING HOLD HARMLESS AND INDEMNIFICATION WAIVERS.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, Grassel, and Buckalew

Voting Nay: None.

CLAIMS:

11. Consider adopting Resolution No. 10-06-69 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 6533 for a total of \$1304.85 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-06-69 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 6533 FOR A TOTAL OF \$1304.85 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Tweten, Gregoire, Leigh, Pokrzywinski, DeMers, and Grassel.

Voting Nay: None.

Abstain: Buckalew.

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

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

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

Voting Nay: None.

6473	1000Bulbs.com	Lightbulbs for CH Elevator	153.39
6474	Advanced Business Methods Inc	Copier Contract	167.62
6475	Agri-Valley Grand Forks Petroleum	Diesel Fuel	17768
6476	Alexandria Technical College	Training/C. Olson/D. Robertson	500
6477	All Seasons Garden Center	Garden Supplies/Summer Flowers	4724.74
6478	American Legal Publishing Corp	MN Code of Ordinances Books	2718
6479	American Tire Service	Repair Flats	54.2
6480	Ameripride Linen & Apparel Services	Supplies	297.45
6481	Aqua Water Solutions	5 Gallon Water/Deposit	44.6
6482	Auto Glass & Aftermarket Inc	Glass Door	550.9
6483	Bailey Nurseries Inc	Tree Order	3334.72
6484	BCA BTS	Training - Anderson & Demers	360
6485	Bobcat of Grand Forks	Auger	114
6486	Boen Andrew	Des Moines IA Training/MCTC	78.5
6487	Boushee Jeff	Rope Rescue Instruction	450
6488	Brady Martz & Associates	Services for 2009 Audit	5377
6489	Brian's Flooring	Riverwalk-Congoleum Flooring	67.23
6490	Bruce Jay	Cleaning for May	60
6491	Bud & Ralph's Appliance Service Inc	Apt 304	7.3
6492	C&R Laundry & Cleaners	Laundry Services	966.29
6493	Canon Financial Services	Contract Charges	167.1
6494	Cardmember Service	Epson WorkForce Printer/TownSquare	99.94
6495	Carquest Auto Parts	General Supplies	139.78
6496	Cold Spring Granite Company	10% of Contract for Columbarium	1247
6497	Cole Papers Inc	Supplies	395.33
6498	Comstock Custom	Flood Clean-Up	9683.06
6499	Country Inn & Suites Elk River	Lodging-/School/Olson	149.62
6500	Dakota TV & Appliance	Dryer Repair	94.9
6501	Diamond Cleaning Supply	Truck Soap/Towels/Bug Spray	303.95
6502	Direct USA Online	Reference Books	889
6503	Display Sales Co	Replace Flags/Poles	1261.66
6504	Donald Coulter	Welding Labor	40
6505	Duane W. Nielsen Company	Calibrate Magnetic Flow Meter	590.01
6506	East Side Travel Plaza	Fuel/Shop Pump Not Working	51.9
6507	Explorer Post #38	Squad Car Cleaning	70
6508	Exponent	Advertising/Printing	293.73

6509	Farmers Elevator Co of Alvarado	Curtail	703.55
6510	Ferrellgas	Propane	53.44
6511	Flaherty & Hood PA	Labor & Employment Services/May 2010	199.02
6512	Forx Radiator	Flush/Clean Radiator#356	72.98
6513	FS Engineering	10CP1-Professional Services	59339.26
6514	G&K Services	Custodial Services	327.39
6515	Gaffaney's	File Cabinet	169.73
6516	Garden Hut Inc	Toro Parts	188.21
6517	Gerrell's Sport Center	Pitching Rubber	11.69
6518	GF City Utility Billing	May Landfill Tickets	15539
6519	GF Fire Equipment	Extinguisher Refill	47.03
6520	GF Herald	Subscription/Advertising	742.19
6521	GF Welding & Machine	Professional Services	66.09
6522	Glass Pro's Inc	Repair #99 Vertical Rod/Concealed Panic	467
6523	Gopher State Lawn Sprinklers	Floodwall Sprinkler	123.11
6524	Grand Cities Towing	Towing	106.88
6525	Grand Forks Diesel Injection Service Inc.	Rebuild Injector Pump & Nozzle	1659.31
6526	Grenier John F & Elaine	Sidewalk Reimbursement	375
6527	Gust Doris	Sidewalk Replacement	695.55
6528	H&H Masonry	Replace Deck Tile at Pool	425
6529	H&R Construction	Professional Services	21830
6531	Hajicek Rick	Cleaning Services	418
6532	Hajicek Rod	Reimburse Meals/List/Nisswq Conference	20.75
6533	Hardware Hank	General Supplies	1304.85
6534	Hawkins Chemical	Chlorine for Pool/Training	2352.87
6535	Heartland Paper	General Supplies	806.67
6536	Home of Economy	Supplies	123
6537	Hugo's	Cleaning Supplies	54.9
6538	Indigo Signworks	Repair Sign at VFW Arena/Half of Balance	1901.48
6539	Integra Telecom	Long Distance Phone Service	165.44
6540	Inventory Trading Company	Shirts(Gerri)	17.75
6541	Kellermeyer Building Service	Cleaning City Hall/Riverwalk	2671.88
6542	Kelly Services	A Finley/Switchboard/Reception	493.5
6543	Knutson Denise	Reg for T-Ball/Hayden Knutson	55
6544	Lake Agassiz Babe Ruth	2 Prep Teams/2 Babe Ruth Teams 2010	1130
6545	Laker Chemical	Weed Killer	2376.9
6546	Liberty Business Systems	Monthly Lease & Maint Agreement-Kyocera	73.59
6547	Lumber Mart	General Supplies	79.15
6548	Lynne Gladwin	Uniform Pants/Bulldog Clips/Reimburse	70.55
6549	M&K Porta Potties	Porta Pottie Rentals	175
6550	MacQueen Equipment	Hopper Door Seal #614	256.94
6551	Manias Michelle	Reimburse Gas & Meals/Camp Dodge	103.5
6552	Medco Supply Company	First Aid Supplies	62.31

6553	Menards	Ladder Stabilizer	29
6554	Merkens Seth	Reimburse Class Cost/Altru Child Passenger Safety Seat	75
6555	Metropolitan Planning Organization	Professional Services	7563.68
6556	Mike's Pizza	Food & Beverages	100.4
6557	Netterlund Diane	Landscaping Incentive	123
6558	Newman Signs	Cabela's Sign Rental	1580
6559	O'Connell Gerald F & Eva M	Sidewalk Reimbursement*	217
6560	O'Reilly Auto Parts	Antifreeze	32.03
6561	Opp Construction	Pavement Markings	548
6562	Orchard Richard	Unleaded	16992.03
6563	Peterson Veterinarian Clinic P.C.	Pound Report/May	514.79
6564	Potter-Trustee Rae Lynn Rae L	Sidewalk Reimbursement	94.5
6565	Praxair Distribution	Cylinder Rental	19.08
6566	Premium Waters Inc	Water Services	44.5
6567	Quill Corp	Office Supplies	285.99
6568	Qwest	Phone Services-Sunshine/Townsquare	173.59
6569	RDJ Specialties Inc	Imprint Scented Pencils	239.97
6570	RJ Zavoral & Sons	Dirt/Repair After Flood	149.53
6571	RMB Environmental Lab Inc	Spring Discharge 2nd Pond	221
6572	Ross George	Install Intersection Sidewalk/2 Handicapped Ramps	1640
6573	Rydell Chevrolet	Front Bumper Parts #101	120.12
6574	S&S Towing & Repair	Tow Pickup	50
6575	Schmalenberg Gladys M	Sidewalk Reimbursement	108.5
6576	Schonmeier Russell & Bonnie	Sidewalk Replacement	345
6577	Skinner Roofing	Repair Roof Leak at SW Lift	70
6578	Spruce Valley Corporation	Partial Payment 09CO1	26385
6579	Stennes Granite	Dig & Fill/Replace Due to Mower Damage	1027
6580	Stone's Mobile Radio Inc	Knobs For Squad Car	224.18
6581	Stordahl Kenley	Mowing/Trimming on City Lots	2400
6582	Strata Corp	Estimate #5	12445.2
6583	Streichers	Uniforms	1386.97
6584	Stuart's Towing	Squad Car Flat Repair	10
6585	Sun Dot Communications	ADSL Circuit/DSL Internet Access	138.49
6586	Sunshine Terrace	Laundry Money Jan-June 2010	300
6587	Sutphen Corporation	Door Handle	57.98
6588	Thompson Dave	Reimburse Meals/Camp Dodge-Hwy Drug Inv for Patrol	78.5
6589	Thompson Ordean	Sidewalk Reimbursement	203
6590	Tiger Direct.com	Sr. Center Computer	559.35
6591	Tony Dorn Inc	Copier Contracts	128.37
6592	True Temp	Professional Services	936.53
6593	Univar USA Inc	Mosquito Chemicals	3186.96
6594	UPS	Sample Shipping	39.64
6595	Valley Petroleum Equipment	Diesel Nozzel/Fuel Island	80.88

6596	Valley Truck	Starter/Pump#299	373.43
6597	Vilandre Heating & A/C	Plugged Kitchen Drain	35.9
6598	Wagner Construction	Partial Payment 08CP1	35959.55
6599	Waste Mgmt	Professional Services	45053.88
6600	Water & Light Department	Utilities	35135.23
6601	WDAZ TV	TV Advertising	805
6602	Whitey's Cafe Inc	Board Meeting Meal-EDHA	113.8
6603	Xerox Corporation	Base Charge/May	21.79

COUNCIL/STAFF REPORTS:

Mayor Stauss informed the Council that he continued to work on options with the Minnesota Department of Natural Resources to obtain additional operating revenue to the City for the Red River State Recreational Area.

Council Member Leigh asked about business on 17th Street and Highway 220 that had high grass. Mr. Huizenga indicated that a letter had been sent to the establishment and that the property owner has seven days to mow the grass or be assessed for the City to contract the mowing. Council Member DeMers asked if the City could amend its nuisance ordinance to hasten the enforcement of repeat violators of the nuisance ordinance. Council Member DeMers also asked if the City could look at options for amending its ordinance dealing with fire-damaged properties.

Mr. Wachter reported on mosquito spraying.

Chief Gust announced that the Firefighters Relief Association has purchased a boat that it plans to donate to the City for its ongoing water operations including rescue and recovery.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE JUNE 15, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:27 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
WORK SESSION MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, JUNE 22, 2010 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for June 22, 2010 was called to order by Council President Dick Grassel at 5:00 P.M.

CALL OF ROLL

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Craig Buckalew (5:01), Wayne Gregoire, and Mike Pokrzywinski.

STAFF PRESENT:

Dave Aker, Parks and Recreation Superintendent; Greg Boppre, City Engineer; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent..

DETERMINATION OF A QUORUM

1. 2010 City Project No.11 “Civic Center Improvements” – Greg Boppre

Mr. Boppre introduced the proposed Civic Center addition as a project to expand locker facilities for girl’s hockey to meet federal Title IX requirements. The project would be a two story addition to the northeast side of the Civic Center. The preliminary estimate would be \$400,000. The current request is seeking authorization to design the project. Mr. Huizenga explained that the City would finance the project; and the school district would contribute 50 percent of the funding over 10 years. The school funding would be incorporated into the annual lease agreement.

Council Member Leigh expressed support for the project. Mayor Stauss preferred that the school pay/ contribute 50 percent of the project costs up front rather than as part of the lease agreement. Council Member Gregoire asked for more detail regarding how the rent and/or repayment would be structured with the school district. Council Member DeMers asked about ADA access. He also questioned whether or not the project was a “want” versus a “need.” Council Member Pokrzywinski supported the project despite reservations about cost.

2. Control Room Building Addition – John Wachter

Mr. Wachter presented a plan for the proposed storm water and waste water control room addition. He explained that the project is currently budgeted in the waste water, storm water, and building maintenance funds. He would ask the Council to seek bids on the project. Total cost is estimated at \$100,000. Council Member Gregoire asked how the operations exist now. Mr. Wachter explained that the facilities are currently scattered in different locations throughout the main Public Works building. This makes monitoring difficult.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE JUNE 22, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:37 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

Request for Council Action

Date: June 29, 2010

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

Cc: File

From: Greg Boppre, P.E.

RE: Bid Results - 2010 City Project No. 3 - Street Improvements

Background:

The City received four(4) bids(see attached), with the low bidder being Paras Contracting, with a bid price of \$131,131.20. This work is in advance of BNSF performing the constant warning project next year.

Recommendation:

Approval of Paras Contracting, with a bid price of \$131,173.20

Enclosures:

Bid Tabulation

2010 CITY PROJECT NO. 3
 STREET IMPROVEMENTS
 CENTRAL AVENUE
 EAST GRAND FORKS

ITEM NO.	DESCRIPTION	QUANTITY	PARAS CONTRACTING			OPP CONSTRUCTION			H&S CONSTRUCTION			STRATA CORP		
			UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
2104.501	Remove Curb & Gutter	438 LF	\$1.30	\$569.40	\$4.70	\$2,058.60	\$8.00	\$3,504.00	\$8.00	\$3,504.00	\$8.00	\$3,504.00	\$3,504.00	
2104.505	Remove Pavement	1947 SY	\$3.25	\$6,327.75	\$8.00	\$15,576.00	\$8.00	\$15,576.00	\$8.00	\$15,576.00	\$9.50	\$18,496.50	\$18,496.50	
2104.509	Remove Casting	2 EA	\$45.00	\$90.00	\$200.00	\$400.00	\$100.00	\$200.00	\$300.00	\$300.00	\$300.00	\$600.00	\$600.00	
2104.523	Salvage Signs	6 EA	\$25.00	\$150.00	\$20.00	\$120.00	\$100.00	\$600.00	\$22.00	\$132.00	\$12.50	\$75.00	\$132.00	
2104.525	Abandon Catch Basin	1 EA	\$55.00	\$55.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$1,250.00	
2105.501	Common Excavation (F)	127 CY	\$10.25	\$1,301.75	\$20.00	\$2,540.00	\$7.00	\$889.00	\$22.00	\$2,794.00	\$22.00	\$2,794.00	\$2,794.00	
2105.525	Topsoil Borrow (L.V)	57 CY	\$9.50	\$541.50	\$15.00	\$855.00	\$30.00	\$1,710.00	\$32.00	\$1,824.00	\$32.00	\$1,824.00	\$1,824.00	
2105.607	Railroad Track Ballast (CV)	11 CY	\$100.00	\$1,100.00	\$130.00	\$1,430.00	\$50.00	\$550.00	\$120.00	\$1,320.00	\$120.00	\$1,320.00	\$1,320.00	
2112.604	Subgrade Preparation	1,489 SY	\$2.60	\$3,871.40	\$2.00	\$2,978.00	\$2.00	\$2,978.00	\$3.00	\$4,467.00	\$3.00	\$4,467.00	\$4,467.00	
2211.607	Crushed Concrete	207 CY	\$37.50	\$7,762.50	\$37.00	\$7,659.00	\$26.00	\$5,382.00	\$40.00	\$8,280.00	\$40.00	\$8,280.00	\$8,280.00	
2301.529	Reinforcement Bars (Epoxy Coated)	1,221 LB	\$4.40	\$5,372.40	\$2.70	\$3,296.70	\$3.00	\$3,663.00	\$2.00	\$2,442.00	\$2.00	\$2,442.00	\$2,442.00	
2301.604	Concrete Pavement 7.0"	1,253 SY	\$50.00	\$62,650.00	\$47.00	\$58,891.00	\$55.00	\$68,915.00	\$70.00	\$87,710.00	\$70.00	\$87,710.00	\$87,710.00	
2360.503	Type SP 12.5 Wear CRS Mix (3,B) 4" Thick	94 SY	\$50.00	\$4,700.00	\$26.00	\$2,444.00	\$45.00	\$4,230.00	\$42.00	\$3,948.00	\$42.00	\$3,948.00	\$3,948.00	
2506.516	Casting Assembly	1 EA	\$1,595.00	\$1,595.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	
2531.501	Concrete Curb & Gutter, Design B624	598 LF	\$20.00	\$11,960.00	\$26.00	\$15,548.00	\$20.00	\$11,960.00	\$26.00	\$15,548.00	\$26.00	\$15,548.00	\$15,548.00	
2563.601	Traffic Control	1 LS	\$9,500.00	\$9,500.00	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00	\$3,950.00	\$3,950.00	\$3,950.00	\$3,950.00	\$3,950.00	
2564.602	F & I Sign Panel Type C	7 EA	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$200.00	\$1,400.00	\$210.00	\$1,470.00	\$210.00	\$1,470.00	\$1,470.00	
2564.536	Install Sign Panel	3 EA	\$135.00	\$405.00	\$140.00	\$420.00	\$130.00	\$390.00	\$165.00	\$495.00	\$165.00	\$495.00	\$495.00	
2573.530	Storm Drain Inlet Protection	4 EA	\$100.00	\$400.00	\$80.00	\$320.00	\$250.00	\$1,000.00	\$165.00	\$660.00	\$165.00	\$660.00	\$660.00	
2575.604	Seeding	907 SY	\$3.75	\$3,401.25	\$2.00	\$1,814.00	\$5.00	\$4,535.00	\$3.90	\$3,537.30	\$3.90	\$3,537.30	\$3,537.30	
2582.501	Pavt Messg (RR XING) Epoxy	2 EA	\$2,550.00	\$5,100.00	\$2,700.00	\$5,400.00	\$250.00	\$500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
2582.502	4" Double Solid Line Yellow-Epoxy	155 LF	\$9.55	\$1,480.25	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$15.00	\$2,325.00	\$15.00	\$2,325.00	\$2,325.00	
2582.502	24" Stop Line White-Epoxy	48 LF	\$30.00	\$1,440.00	\$32.00	\$1,536.00	\$30.00	\$1,440.00	\$32.25	\$1,548.00	\$32.25	\$1,548.00	\$1,548.00	
	TOTAL			\$131,173.20		\$131,436.30		\$135,472.00		\$173,600.80		\$173,600.80	\$173,600.80	

RESOLUTION NO. 10 - 07 - 70

4

A RESOLUTION TO ADOPT ASSESSMENT ROLL #316 FOR "2010 ASSESSMENT JOB NO. 1 - LAUREL DR. PAVING" POINT OF WOODS 5TH ADDITION. TOTAL ASSESSMENT \$228,029.04.

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as "2010 Assessment Job No. 1 - Laurel Dr Paving"; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on July 6, 2010; and

WHEREAS, On June 16, 2010 and June 23, 2010, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on June 10, 2010, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on July 6, 2010 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of "Assessment Roll No. 316-Laurel Dr Paving".

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2011, and each subsequent installment will be payable with one year's interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of July, 2010.

Mayor

5

Minnesota Lawful Gambling LG220 Application for Exempt Permit

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

Application fee for each event If application postmarked or received:	
less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION

Check # _____ \$ _____

Organization name Sacred Heart Church & School	Previous gambling permit number X-60010
---	--

Type of nonprofit organization. Check one.

Fraternal Religious Veterans Other nonprofit organization

Mailing address	City	State	Zip Code	County
200 Third St NW	East Grand Forks	MN	56721	POLK

Name of chief executive officer (CEO)	Daytime phone number	Email address
Bill DeCrans	(218) 773-0877	mkraft@sacredheartegf.net

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

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

IRS - proof previously submitted to Gambling Control Board
If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)

Sacred Heart Church & School	City	Zip Code	County
200 Third ST NW	East Grand Forks	MN	POLK

Date(s) of activity (for raffles, indicate the date of the drawing)

January 7, 2011

Check the box or boxes that indicate the type of gambling activity your organization will conduct:

Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete
Page 2 of this form.

Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

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

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

Print city name _____
 On behalf of the city, I acknowledge this application.

Signature of city official receiving application _____

Title _____ Date ____/____/____

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application.
A township official is not required to sign the application.

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

Print county name _____
 On behalf of the county, I acknowledge this application.
 Signature of county official receiving application _____

Title _____ Date ____/____/____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name _____

Signature of township official acknowledging application _____

Title _____ Date ____/____/____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature *Rev. William Jelso* Date 6-21-10

Complete a separate application for each gambling activity:

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

Send application with:

- a copy of your proof of nonprofit status, and
- application fee for each event.

Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required

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

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4076.

Print Form

Reset Form

This form will be made available in alternative format (i.e. large print, Braille) upon request.
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested,

the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the

information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your written consent.



June 16, 2010

East Grand Forks City Council
PO Box 373
East Grand Forks, MN 56721

Dear City Council Members,

The Chamber requests permission to hold the 23rd Annual CATS Incredible Weekend on the riverbank in LaFave Park. Our dates are July 30, 31 and August 1, 2010. We will begin our setup on Wednesday, July 28.

Activities will take place on July 30 from 5:00pm to 9:00pm. On Saturday and Sunday, fishing begins at 7:00am. Saturday the gates open at 11:00am and the activities end at 8:00pm. On Sunday, the activities begin at noon and should be complete by 7:00pm.

We appreciate your support of this event. The interest in CATS Incredible and the Young Professionals Chili Cook-Off grows each year. Our plan for activities during the weekend continues to grow.

Thank you for your support of this great event! We look forward to a fun-filled weekend.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Wilfahrt".

Barry Wilfahrt
President & CEO
The Chamber
Grand Forks/East Grand Forks



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



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

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <i>V4W Post 3817</i>		DATE ORGANIZED <i>1942</i>	TAX EXEMPT NUMBER	
STREET ADDRESS <i>312 Demers Ave.</i>		CITY <i>East Grand Forks</i>	STATE <i>MN</i>	ZIP CODE <i>56721</i>
NAME OF PERSON MAKING APPLICATION <i>Kathy Mills</i>		BUSINESS PHONE <i>218-773-2481</i>	HOME PHONE <i>(218) 773-9592</i>	
DATES LIQUOR WILL BE SOLD <i>July 25, 2010 Sunday</i>		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER <input type="checkbox"/> NONPROFIT		
ORGANIZATION OFFICER'S NAME <i>Rogee Pohlman</i>		ADDRESS <i>903 S. 10th St. Grand Forks, ND 58201</i>		
ORGANIZATION OFFICER'S NAME <i>Leonard Conley</i>		ADDRESS <i>419 Cheery St. Apt. 5 Grand Forks, ND 58201</i>		
ORGANIZATION OFFICER'S NAME <i>Ardell Buchholz</i>		ADDRESS <i>606 3rd Ave. NE. East Grand Forks, MN 56721</i>		

Location license will be used. If an outdoor area, describe

Sheelock Park, EG4 Lower Pavillion

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

V4W Post 3817 312 Demers Ave. East Grand Forks, MN 56721

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

*Nova Casualty Co. \$300,000 Occurrence
 \$300,000 Aggregate*

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY _____ DATE APPROVED _____

CITY FEE AMOUNT _____ LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____ APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2010

PRODUCER
 Lockton Risk Services
 P.O. Box 410679
 Kansas City, MO 64141-0679
 800-829-8390
INSURED Red River Valley Post #3817 Veterans of
 Foreign Wars of the U.S.
 312 Demers Avenue NW
 East Grand Forks, MN 56721

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nova Casualty Co.	42552
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																				
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$																				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																				
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	LFR-WK-0010939-0	07/01/2010	07/01/2011	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>WC STATU-TORY LIMITS</td> <td><input type="checkbox"/></td> <td>OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td></td> <td>100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td></td> <td>100,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td></td> <td>500,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER			E.L. EACH ACCIDENT	\$		100,000		E.L. DISEASE - EA EMPLOYEE	\$		100,000		E.L. DISEASE - POLICY LIMIT	\$		500,000
<input checked="" type="checkbox"/>	WC STATU-TORY LIMITS	<input type="checkbox"/>	OTH-ER																							
	E.L. EACH ACCIDENT	\$		100,000																						
	E.L. DISEASE - EA EMPLOYEE	\$		100,000																						
	E.L. DISEASE - POLICY LIMIT	\$		500,000																						
A		OTHER Liquor Liability	LFR-BP-0015426-0	07/01/2010	07/01/2011	Occurrence \$300,000 Aggregate \$300,000																				

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

Proof of Coverage

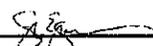
CERTIFICATE HOLDER

City of East Grand Forks
 211 Demers Avenue
 East Grand Forks, MN 56721

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Minnesota Lawful Gambling LG220 Application for Exempt Permit

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

Application fee for each event If application postmarked or received:	
less than 30 days before the event \$100	more than 30 days before the event \$50

ORGANIZATION INFORMATION

Check # _____ \$ _____

Organization name: **East Grand Forks Police Officers Association**
 Previous gambling permit number: **x-04626**

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address: **520 Demers Ave**
 City: **East Grand Forks** State: **MN** Zip Code: **56721** County: **Polk**

Name of chief executive officer (CEO): **Darren Szczepanski**
 Daytime phone number: **2187731104**
 Email address: **dszczepanski@eastgrandforks.net**

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

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

IRS - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
LaFave Park, Intersection of Hill St/River St

Address (do not use PO box): **East Grand Forks**
 City: **East Grand Forks** Zip Code: **56721** County: **Polk**

Date(s) of activity (for raffles, indicate the date of the drawing)
7/31/2010 @ 19:00hrs

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

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

Also complete
Page 2 of this form.

Print Form

Reset Form

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p>If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.</p> <p>Print city name <u>East Grand Forks</u> <i>On behalf of the city, I acknowledge this application.</i></p> <p>Signature of city official receiving application _____</p> <p>Title _____ Date ____/____/____</p>	<p>If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application. A township official is not required to sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.</p> <p>Print county name _____ <i>On behalf of the county, I acknowledge this application.</i> Signature of county official receiving application _____</p> <p>Title _____ Date ____/____/____</p>
<p>(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]</p> <p>Print township name _____</p> <p>Signature of township official acknowledging application _____</p> <p>Title _____ Date ____/____/____</p>	

CHIEF EXECUTIVE OFFICER'S SIGNATURE
<p><i>The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.</i></p> <p>Chief executive officer's signature Date 06/10/2010</p>

<p>Complete a separate application for each gambling activity:</p> <ul style="list-style-type: none"> - one day of gambling activity, - two or more consecutive days of gambling activity, - each day a raffle drawing is held <p>Send application with:</p> <ul style="list-style-type: none"> - a copy of your proof of nonprofit status, and - application fee for each event. <p>Make check payable to "State of Minnesota."</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p>Financial report and recordkeeping required</p> <p>A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-639-4076.</p>
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px 10px; text-decoration: none; color: black;">Print Form</div> <div style="border: 1px solid black; padding: 2px 10px; text-decoration: none; color: black;">Reset Form</div> </div>	

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this Notice was given; and anyone with your written consent.

Request for Council Action

Date: June 23 2010

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Declaration of Surplus Property

Background: The East Grand Forks Police Department has acquired a number of vehicles through asset forfeiture which occurs on some DWI and other types of arrests. The below listed vehicles have completely cleared the court process and are now the property of the City of East Grand Forks. It is our wish to have them declared surplus property so that they may be auctioned off at an auction in late July 2010.

Recommendation: Declare the following vehicles surplus property:

1. 2000 Mercury VIN 1ZWFT1L1Y5645244
2. 1997 Pontiac VIN 1G2NE12M4VM530635
3. 1997 Chrysler VIN 2C3HD56F9VH525601
4. 1995 Mercury VIN 1MELM6248SH 618643
5. 1989 BMW VIN WBAAD2304K8845757
6. 1991 Chevy VIN 2GCEK19K8M1236769
7. 1999 Chevy VIN 1GCCS1443X8137035
8. 1988 Ford VIN 2FTEF14NXJCA33789
9. 1986 Chevy VIN 1GCEK14HXGF431782
10. 1994 Geo VIN 2C1MR2466R6713486
11. 1994 Pontiac VIN 1G2WJ12M5RF330258
12. 1995 Honda VIN 1HGCD7258SA024192
13. 1999 Pontiac VIN 1G2WP12KXXF245720
14. 1998 Chevy VIN 2GCEK19R7W1163880
15. 2000 FORD VIN 1FMZU73E7YZA64521
16. 1996 Chevy VIN 1GNEK13R8TJ404962
17. 1994 Pontiac VIN 1G2WJ12M2RF278264

Enclosures: None



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



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

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <u>AMERICAN LEGION Post 157</u>		DATE ORGANIZED <u>1919</u>	TAX EXEMPT NUMBER <u>0925</u>	
STREET ADDRESS <u>1009 CENTRAL AVE NW</u>		CITY <u>East Grand Forks</u>	STATE <u>MN</u>	ZIP CODE <u>56721</u>
NAME OF PERSON MAKING APPLICATION <u>LORI WAHSTAD</u>		BUSINESS PHONE <u>(28) 773-1129</u>	HOME PHONE <u>(701) 746-6213</u>	
DATES LIQUOR WILL BE SOLD <u>July 30 31</u> <u>Aug 1 - 2010</u>		TYPE OF ORGANIZATION CLUB CHARITABLE RELIGIOUS OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <u>ED OBREGON</u>		ADDRESS <u>1711 UNIVERSITY AVE GF, ND 58203</u>		
ORGANIZATION OFFICER'S NAME <u>STEVE SUHLAND</u>		ADDRESS <u>4202 70th AVEN GF, ND 58203</u>		
ORGANIZATION OFFICER'S NAME <u>JIM LETEXIER</u>		ADDRESS <u>132 4th ST NW EGF, MN 56721</u>		

Location license will be used. If an outdoor area, describe

CAT FISH DAYS - LaFave Park

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

No

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

Naqor Insurance, Inc. 1 million Aggregate

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY _____

DATE APPROVED _____

CITY FEE AMOUNT _____

LICENSE DATES _____

DATE FEE PAID _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID SK

DATE (MM/DD/YYYY)

05/13/10

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

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

PRODUCER Vaaler Insurance, Inc. P. O. Box 12848 Grand Forks ND 58208-2848 Phone: 701-775-3131 Fax: 701-775-4020	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CHAM-02	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED The Chamber 202 N 3rd St Grand Forks ND 58203	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

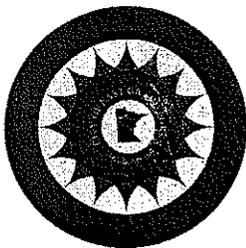
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			CPP3664238	10/15/09	10/15/10	EACH OCCURRENCE	\$ 500,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000		
							PERSONAL & ADV INJURY	\$ 500,000		
							GENERAL AGGREGATE	\$ 1,000,000		
							PRODUCTS - COMP/OP AGG	\$ 1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								\$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							<div style="border: 2px solid black; padding: 5px;"> <p>WE MAILED OR FAXED THIS CERTIFICATE OF INSURANCE TO THE CERTIFICATE HOLDER INDICATED. THIS IS YOUR COPY.</p> </div>			
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$									EACH OCCURRENCE	\$
									AGGREGATE	\$
										\$
										\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS	OTHER		
							E. L. EACH ACCIDENT	\$		
							E. L. DISEASE - EA EMPLOYEE	\$		
							E. L. DISEASE - POLICY LIMIT	\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liquor Liability limits - \$100,000 per occurrence/\$300,000 aggregate -
 Catfish Days: July 30th, 31st and August 1st, 2010

Fax #772-9238.

CERTIFICATE HOLDER EASTG-1 City of East Grand Forks PO Box 373 East Grand Forks MN 56721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of East Grand Forks

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

11

APPLICATION FOR SPECIAL EVENT

License Fee: _____

Organization Information			
Greater Grand Forks Young Professionals		Organization Phone Number	
Organization Name			
Organization Address	City	State	Zip

Applicant Information			
Amanda Hvidsten		218.791.1199	
Applicant Name		Applicant Phone Number	
111 N 3rd St #2009	GF	ND	58203
Applicant Address	City	State	Zip

Special Event Information		
7/31/10	8 AM	2 PM
Date of Event	Start Time	End Time
Chili cook-off		
Explanation of Event		
Bank of Red River, south of Demers (Sorlie) Bridge		
Route/Area of Event (include map)		
N/A		
Special Requests (Staff, Road Closures, Etc)		

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

Amanda Hvidsten
Signature of Applicant

6/15/10
Date

Amanda Hvidsten
Print Name

Title

City of East Grand Forks
Application for Special Event

Internal Use Only

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

*Application fee paid in full: yes no Payment Type: cash check # _____ Receipt # _____

*Application completed in full and signed: yes no

*Map of route is provided: yes no

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

*Appropriate Staff: approved denied n/a

Notes: _____

Staff Signature: _____ Date: _____

*Council Approval ___/___/___ approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____

Memorandum of Understanding Covering Metropolitan Planning within the Grand Forks-East Grand Forks Metropolitan Area

This Memorandum of Understanding (MOU) is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter "NDDOT," and the state of Minnesota, acting by and through its Commissioner of Transportation, hereinafter "Mn/DOT," and the Grand Forks-East Grand Forks Metropolitan Planning Organization, hereinafter "MPO," and the city of Grand Forks and the city of East Grand Forks, hereinafter collectively "Public Transportation Operator."

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions; 23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134 and 135; and 49 U.S.C. 5303 and 5304; and

WHEREAS, The regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – Metropolitan Transportation Planning and Programming direct that the metropolitan planning organization (MPO), States, and Public Transportation Operators shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operator is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 134 and 135 and 49 U.S.C. 5303 and 5304, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 53 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by Amtrak; and

WHEREAS, NDDOT and Mn/DOT have signed a separate Memorandum of Understanding designating NDDOT as the Lead Agency in the administration of the Federal Highway Administration and Federal Transit Administration planning funds and the overall management of the planning programs of the MPO; and

WHEREAS, nothing in this MOU shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, NDDOT, Mn/DOT, the MPO, and the Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 134 and 135, 49 U.S.C. 5303 and 5304, and 23 C.F.R. 450, as amended, and the provisions of this Memorandum of Understanding, in which it is mutually agreed that each agency has the following responsibilities:

I. Statewide Transportation Plan and Modal Plans

A. NDDOT and Mn/DOT

- Solicit input from the MPO and Public Transportation Operator early in the cooperative development of the Statewide Transportation and Modal Plans.
- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft and final Statewide Transportation and Modal Plans.
- Periodically update the Statewide Transportation and Modal Plans after soliciting input from the MPO and Public Transportation Operators and providing an opportunity for the MPO and Public Transportation Operator to review and comment on such updates.
- Conduct periodic regional meetings on the Statewide Transportation Plan seeking assistance from the MPO and Public Transportation Operator in accordance with NDDOT and Mn/DOT Public Participation Procedures.
- Coordinate all public meetings with NDDOT and Mn/DOT Public Participation Procedures and the MPO Public Participation Plan.
- Coordinate the Statewide Transportation and Modal Plans with the MPO's Metropolitan Transportation Plan.

B. Metropolitan Planning Organization (MPO) and Public Transportation Operator

- Provide input into the development of the Statewide Transportation and Modal Plans and any subsequent updates.
- Review and comment on the draft and final Statewide Transportation and Modal Plans and subsequent updates.
- Assist and participate in periodic regional meetings.
- Coordinate with NDDOT and Mn/DOT in all public meetings in accordance with NDDOT and Mn/DOT Public Participation Procedures and the MPO's Public Participation Plan.

- Review coordination of the Statewide Transportation and Modal Plans with the Metropolitan Transportation Plan.

II. MNDOT District Transportation Plan

A. Mn/DOT

- Coordinate with the MPO and Public Transportation Operator in the cooperative development of the District Transportation Plan, and its subsets.
- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the District Transportation Plan.
- Periodically update the District Transportation Plan in cooperation with the MPO and Public Transportation Operator and providing an opportunity for the MPO and Public Transportation Operator to review and comment on such updates.
- Coordinate all public meetings with Mn/DOT's Public Participation Procedures and the MPO's Public Participation Plan.
- Coordinate the Plan with the MPO's Metropolitan Transportation Plan.

B. Metropolitan Planning Organization and Public Transportation Operator

- Provide input into the development of the District Transportation Plan and any subsequent updates to that plan.
- Review and comment on the draft and final District Transportation Plan and any subsequent updates to that plan.
- Assist and participate in all public meetings regarding the District Transportation Plan.
- Review coordination of the District Transportation Plan with the Metropolitan Transportation Plan.

III. Metropolitan Transportation Plan

A. NDDOT and Mn/DOT

- Provide input into the development of MPO's Metropolitan Transportation Plan (MTP) and Modal Plans.
- Review and comment on MPO's draft MTP.
- Provide assistance and necessary data for MPO's Metro Profile Monitoring Report; review findings and provide comment.
- Provide input into the periodic update of the MPO's MTP.

- Assist and participate in obtaining public input in the development of the MPO's MTP in accordance with the MPO's Public Participation Plan.

B. Metropolitan Planning Organization

- Develop and adopt a Metropolitan Transportation Plan (MTP) in accordance with federal regulations in cooperation with the NDDOT and Mn/DOT and the Public Transportation Operator.
- Provide NDDOT and Mn/DOT and the Public Transportation Operator the opportunity to review and comment on the draft MTP.
- Annually monitor development and transportation system trends; prepare report of significant findings.
- Provide opportunity for NDDOT and Mn/DOT and the Public Transportation Operator to review the findings report.
- Update the MTP at least every five years in cooperation with NDDOT and Mn/DOT and the Public Transportation Operator.
- Provide an opportunity for NDDOT and Mn/DOT and the Public Transportation Operator to review and comment on the updated MTP.
- Solicit, with the help of NDDOT and Mn/DOT and the Public Transportation Operator, public input in accordance with the MPO's Public Participation Plan.

C. Public Transportation Operator

- Provide input into the development of the MPO's Metropolitan Transportation Plan (MTP).
- Review and comment on the MPO's draft MTP.
- Provide assistance and data for the MPO's annual profile report; review findings and provide comment.
- Provide input into the periodic update of the MPO's MTP.
- Assist and participate in obtaining public input in the development of the MPO's Metropolitan Transportation Plan in accordance with the MPO's Public Participation Plan

IV. Planning Work Programs / Grant Applications

A. NDDOT and Mn/DOT

- Provide the MPO and Public Transportation Operator with a copy of the approved annual State Planning and Research (SPR) Work Program.

- Provide the MPO and the Public Transportation Operator the SPR Annual Accomplishment & Financial Report.
- Provide input into the MPO's Unified Planning Work Program (UPWP).
- Review and comment on the MPO's draft UPWP.
- Approve the MPO's final UPWP and submit to Federal Highway Administration requesting authorization and obligation of funds.
- Prepare state application to FTA for the MPO's UPWP; notify MPO and the Public Transportation Operator when application has been approved (NDDOT).
- Prepare and execute agreement with MPO for distribution of Federal Highway Administration and Federal Transit Administration planning funds. (NDDOT)
- Review MPO semi-annual progress reports.

B. Metropolitan Planning Organization

- Prepare an annual Unified Planning Work Program (UPWP) after soliciting input from NDDOT and Mn/DOT and the Public Transportation Operator.
- Provide an opportunity to NDDOT and Mn/DOT and Public Transportation Operator for review and comment on the draft UPWP.
- Submit final UPWP to NDDOT and Mn/DOT for approval and submittal to Federal Highway Administration and Federal Transit Administration.
- Review and sign agreement with NDDOT for distribution of Federal Highway Administration and Federal Transit Administration planning funds.
- Prepare semi-annual progress reports and submit to NDDOT, Mn/DOT, and Public Transportation Operator.

C. Public Transportation Operator

- Provide input into the MPO's Unified Planning Work Program (UPWP).
- Review and comment on the MPO's draft UPWP.
- Review MPO semi-annual progress reports.
- Prepare Urbanized Area Formula Program and/or Bus and Bus Related Facilities Program to Federal Transit Administration for approval; notify NDDOT, Mn/DOT, and MPO when Grant has been approved.

V. Technical Studies

This section applies to all technical activities such as corridor studies, sub-area planning studies, environmental studies (EAs, EIS), NDDOT project concept reports (PCRs), and Mn/DOT technical memorandum.

A. NDDOT and Mn/DOT

- Prepare scope-of-work for review and comment by MPO and Public Transportation Operator for DOT initiated studies.
- Review and comment on scope-of-work prepared by MPO and Public Transportation Operator.
- Review and comment on draft study reports prepared by MPO and Public Transportation Operator.

B. Metropolitan Planning Organization

- Prepare scope-of-work for review and comment by NDDOT, Mn/DOT, and Public Transportation Operator for MPO initiated studies.
- Review and comment of scope-of-work prepared by NDDOT, Mn/DOT and Public Transportation Operator.
- Review and comment on draft study reports prepared by NDDOT, Mn/DOT and Public Transportation Operator.

C. Public Transportation Operator

- Prepare scope-of-work for review and comment by NDDOT, Mn/DOT, and MPO.
- Review and comment on scope-of-work prepared by NDDOT, Mn/DOT, and MPO.
- Review and comment on draft study reports prepared by NDDOT, Mn/DOT, and MPO.

VI. NDDOT and MPO Transportation Improvement Programs

A. NDDOT

- Provide an opportunity for the MPO and Public Transportation Operator to review and comment on the draft Statewide Transportation Improvement Program (STIP).
- Cooperatively develop annual estimates of available funding for each TIP/STIP cycle.
- Cooperate and participate in the annual solicitation of projects conducted by the MPO.
- Review and comment on MPO list of prioritized projects.
- Review and comment on draft MPO Transportation Improvement Program (TIP).
- Approve final TIP. Incorporate MPO TIP into STIP and submit to Federal Highway Administration and Federal Transit Administration.
- Obtain early public participation on the STIP development with the assistance of the MPO and the Public Transportation Operator.

- Coordinate all public meetings on the STIP in the metropolitan area with the MPO's Public Participation Plan.
- Submit to MPO a list of cooperatively developed federally funded projects which are consistent with the MPO's Metropolitan Transportation Plan.

B. Metropolitan Planning Organization

- Solicit from all implementing agencies projects which are consistent with the MPO's Metropolitan Transportation Plan.
- Review and comment on the draft STIP.
- Coordinate with NDDOT for all public meetings on the STIP in metropolitan area in accordance with the MPO's Public Participation Plan.
- Develop TIP utilizing input from NDDOT and the Public Transportation Operator.
- Obtain public input on the TIP in accordance with the MPO's Public Participation Plan.
- Submit TIP to NDDOT for approval.

C. Public Transportation Operator

- Submit to MPO candidate projects which are consistent with the MPO's Metropolitan Transportation Plan.
- Review and comment on MPO list of Prioritized projects.
- Participate in the early public participation process.
- Review and comment on draft STIP.
- Review and comment on draft and final MPO TIP.

VII. MNDOT and MPO Transportation Improvement Programs

A. Mn/DOT

- Develop State Transportation Improvement Program (STIP) Development Guidelines in cooperation with the MPO and Public Transportation Operator through Area Transportation Partnership (ATP).
- Obtain early public participation on the STIP development with the assistance of the MPO and the Public Transportation Operator.
- Cooperatively develop annual estimates of available funding for each TIP/STIP cycle.
- Cooperate and participate in the annual solicitation of projects conducted by the MPO.
- Submit to MPO a list of cooperatively developed projects (state and/or federally funded) which are consistent with the MPO's Metropolitan Transportation Plan.

- Review and comment on MPO list of prioritized projects.
- Review and comment on draft MPO TIP.
- Develop draft STIP from ATP's prioritized project lists in accordance with the STIP Development Guidance.
- Coordinate all public meetings on the STIP in the metropolitan area with the MPO's Public Participation Plan.
- Provide through the ATP an opportunity for the MPO and Public Transportation Operator to review and comment on the draft STIP.
- Approve final TIP. Incorporate MPO TIP into STIP and submit to Federal Highway Administration and Federal Transit Administration.

B. Metropolitan Planning Organization

- Solicit from all implementing agencies projects which are consistent with the MPO's Metropolitan Transportation Plan.
- Prioritize projects and submit the list to the ATP.
- Participate in the development of the ATP's Area TIP, including early public participation.
- Review and comment on the Development Guidance and draft STIP.
- Cooperate with MNDOT on all public meetings on the STIP in metropolitan area in accordance with MPO's Public Participation Plan.
- Develop TIP in cooperation with the ATP, MNDOT, and the Public Transportation Operator.
- Obtain public input on the TIP in accordance with the MPO's Public Participation Plan.
- Submit TIP to MNDOT for approval.

C. Public Transportation Operator

- Submit to MPO candidate projects which are consistent with the MPO's Metropolitan Transportation Plan.
- Review and comment on MPO list of prioritized projects.
- Participate in the development of the ATP's Area TIP, including early public participation.
- Review and comment on Development Guidance and draft STIP.
- Review and comment on draft and final MPO TIP.

VIII. Committees

A. NDDOT and Mn/DOT

- Attend and Participate in MPO Transportation (Technical) Advisory Committee meetings as a voting member.
- Establish study committees / sub-committees as needed and include MPO and Public Transportation Operator representatives as appropriate.
- Participate in MPO and Public Transportation Operator study committees and sub-committees as appropriate.

B. Metropolitan Planning Organization

- Establish Transportation (Technical) Advisory Committee which includes NDDOT, Mn/DOT, and Public Transportation Operator as a voting member.
- Establish study committees / sub-committees as needed and include NDDOT, Mn/DOT, and Public Transportation Operator as appropriate.
- Participate in NDDOT, Mn/DOT, and Public Transportation Operator study committees / sub-committees as appropriate.
- Participate as voting member on the Mn/DOT ATP and its subcommittees.

C. Public Transportation Operator

- Attend and participate in all MPO Transportation (Technical) Advisory Committee meetings as a voting member.
- Establish study committees / sub-committees as needed and include MPO and Public Transportation Operator representatives as appropriate.
- Participate in MPO and Public Transportation Operator study committees and sub-committees as appropriate.

IX. MPO Certification

A. NDDOT and Mn/DOT

- Monitor federal and state legislation and inform the MPO and Public Transportation Operator of new or changed requirements.
- Conduct mid-year program review with MPO and Public Transportation Operator.
- Review MPO's self-certification documentation, make a concurrence determination, and submit to Federal Highway Administration and Federal Transit Administration as part of the TIP submittal.

B. Metropolitan Planning Organization

- Prepare and include in annual TIP an adopted self-certification statement with supporting documentation of compliance with required federal regulations.
- Participate in mid-year program review with NDDOT, Mn/DOT, and Public Transportation Operator.

C. Public Transportation Operator

- Review MPO's self-certification documentation.
- Participate in mid-year program review with NDDOT and Mn/DOT and MPO.

X. Period of Agreement

1. This Memorandum of Understanding shall be effective upon execution by NDDOT, Mn/DOT, the MPO, and the Public Transportation Operator and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Understanding will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Understanding.
2. Any amendments to this Memorandum of Understanding must be mutually agreed to in writing.
3. It is mutually agreed that this Memorandum of Understanding will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

The parties hereto execute this Memorandum of Understanding through their authorized representatives:

**STATE OF NORTH DAKOTA
Department of Transportation**

By _____
Director

Date

APPROVED as to substance:

By _____
Division Director

Date

**STATE OF MINNESOTA
Department of Transportation**

By _____ Date _____
Assistant Commissioner

METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____
Chair of Grand Forks-East Grand Forks
Metropolitan Planning Organization

PUBLIC TRANSPORTATION OPERATOR: City of Grand Forks, ND

By _____ Date _____
Mayor of Grand Forks, ND

PUBLIC TRANSPORTATION OPERATOR: City of East Grand Forks, MN

By _____ Date _____
Mayor of East Grand Forks, MN

CHECKLIST FOR LICENSES

13

LICENSEE: LIBERTY LOUNGE, INC

- FORM PS 9093-05 Renewal of Liquor, Wine, Club or 3.2% Licenses** (3 SIGNATURES NEEDED ON THE RENEWAL FORMS ARE SIGNED AND DATED)

-MAKE SURE BOTH SIDES ARE FILLED OUT

- If Licensee Name has changed on the renewal form, DO NOT CROSS OLD NAME OUT TO ADD NEW NAME. New paperwork must be filled out any time the licensee name changes; this includes a new insurance certificate, along with the licensee submitting a buyer's card application along with \$20.

- General Information Sheet**

- Liquor Liability Insurance Certification** is attached with the renewal or new license form. DO NOT ENCLOSE ANY DOCUMENT THAT READS "INSURANCE DECLARATION", "BINDER" OR "QUOTE"!! This is not the final certificate issued for proof of liquor liability. **(3.2% licensee's exempt if sales are less than \$25,000 at on sale and \$50,000 at off sale.)**

INSURANCE DATES: **2010 SHOULD BE: 7/01/10-6/30/11 OR 7/01/10-7/01/11.**

The name on the insurance certificate matches EXACTLY with the LICENSEE NAME listed on the renewal or new application.

EXAMPLE: Renewal form lists ABC Company, Inc. – the insurance must also read ABC Company, Inc. and not just ABC Company leaving off Inc.

- If your renewal states the LICENSEE NAME as his or her own name, followed by the trade name, the insurance must list BOTH license names and trade name.

EXAMPLE: Mark & Jane Anderson, DBA Anderson's Eatery. The insurance must include both of these names and not just Anderson's Eatery, or Mark Anderson without Jane's name.

- The address listed on the Liquor Liability Insurance Certificate matches the same physical location as the licensed premises. NO HOME ADDRESSES OR P.O. BOXES. If a special mailing address is required, please list on separate form.

- Proof of workers' compensation insurance coverage statement.**

- Pay by Certified Check, Money Order, or Cashier's Check**

On Sale Weekday: \$3,800

On Sale Sunday: \$ 200

TOTAL \$4,000

- Return all forms by May 21, 2010 to City Hall located at 600 DeMers Ave. NW, East Grand Forks, MN 56721. – Questions call (218) 773-2483.**

OFFICE USE ONLY

DATE MAILED TO ESTABLISHMENT: _____ DATE RETURNED TO CITY HALL: 6-30-10

COUNCIL ACTION DATE: _____ SENT TO STATE DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2010

PRODUCER Mullen Insurance Agency Insurance Associates of America 220 W. Cavour Ave. Fergus Falls MN 56537	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Liberty Lanes, Inc. 1500 5th Ave NE E. Grand Forks MN 56721	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Technology Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Technology Insurance													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSTR. NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
2	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If so, describe in box) If yes, describe under SPECIAL PROVISIONS below.	TWC324803-1	7/9/10	7/9/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 100000
	OTHER				

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

CERTIFICATE HOLDER

City of East Grand Forks
 P.O. Box 373

 East Grand Forks, MN 56723
 Phone:
 Fax:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Clare Mullen

CERTIFICATE OF INSURANCE

6/24/10

PRODUCER
Haugen Marine Insurance Services
 4900 N. HWY 169 SUITE 301
 New Hope, MN 55428

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

COMPANIES AFFORDING COVERAGE

COMPANY A Burlington Ins Company

COMPANY B _____

COMPANY C _____

COMPANY D _____

INSURED
Liberty Lanes Inc.
DBA: Liberty Lanes Lounge & Grill
 1500 5th Ave Ne
 E. Grand Forks, Mn 56721

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S * CONT PROT				GENERAL AGGREGATE \$ _____ PRODUCTS COMP/OP AGG \$ _____ PERSONAL & ADV INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MED EXP (Any one person) \$ _____	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: _____ EACH ACCIDENT \$ _____ AGGREGATE \$ _____	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS _____ EACH ACCIDENT \$ _____ DISEASE - POLICY LIMIT \$ _____ DISEASE - EACH EMPLOYEE \$ _____	
	OTHER Liquor Liability	531B001756	7/1/10	7/1/11	General Aggregate \$ 300,000 Each Occurrence \$ 100,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Restaurant

CERTIFICATE HOLDER

City Of East Grand Forks
 PO Box 373
 East Grand Forks, Mn 56721

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Handwritten Signature]

Request for Council Action

Date: July 1, 2010

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request to pass a resolution authorizing the east Grand Forks Police Department to participate in the 2010/2011 Safe and Sober Program

Background: For a number of years the East Grand Forks Police Department has partnered with the Polk County Sheriff's Office and the Crookston Police Department when applying for funding through the State of Minnesota for the Safe & Sober program. This year the State is requesting that the involved agencies each provide a resolution from their council or board authorizing the participation of that agency. Safe & Sober is a State funded program that provides funding to our department so that we can have additional officers out working on various types of traffic control, most specifically DWI enforcement. The total award for the three involved agencies for this funding period is \$16,000.00. Mike Swang has been the program coordinator in the past and will continue to do so during this program period.

Recommendation: Approve the attached resolution authorizing the East Grand Forks Police Department to participate in the 2010/2011 Safe & Sober Program.

Enclosures: Draft Resolution.

RESOLUTION NO. 10-07-75

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

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

Be it resolved that East Grand Forks Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for the project entitled SAFE & SOBER COMMUNITIES during the period from October 1, 2010 through September 30, 2011.

Mike Swang is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the East Grand Forks Police Department and to be the fiscal agent and administer the grant.

Voting Aye:

Voting Nay:

Absent:

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of July, 2010.

Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 6, 2010 at 5:00 P.M.

Present: Brickson, Quirk, Tweten

Absent: Ogden

It was moved by Commissioner Tweten second by Commissioner Quirk that the minutes of the previous meeting of April 15, 2010 be approved as read.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$394,697.98.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to table the 2010 Watermain Replacement project bid award and hold a special meeting on May 13, 2010.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to approve hiring three summer employees as recommended by the Distribution Superintendent.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to declare transformers as surplus equipment.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to approve a donation of \$500.00 for the Dakota Science Water Festival.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to declare phone equipment as surplus.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten that the meeting be adjourned to a special meeting on May 13, 2010 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Minutes of a special meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 13, 2010 at 5:00 P.M.

Present: Brickson, Quirk, Ogden, Tweten

Absent: None

FS Engineering presented an analysis of the 2010 watermain replacement project bids along with their recommendation.

Commissioner Tweten exited the meeting at 5:10 P.M.

It was moved by Commissioner Ogden second by Commissioner Quirk to award the 2010 Watermain Replacement project base plus alternate bid to Spruce Valley in the amount of \$975,674.80.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden that the meeting be adjourned to May 20, 2010 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

Anna Hearn
Deputy Sec'y

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 20, 2010 at 5:00 P.M.

Present: Brickson, Ogden, Tweten

Absent: Quirk

It was moved by Commissioner Ogden second by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$ 1,043,339.22.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

Greg Oxley addressed the commission on the MMUA legislative update.

It was moved by Commissioner Tweten second by Commissioner Ogden that the meeting be adjourned to June 3, 2010 at 5:00 P.M.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held June 3, 2010 at 5:00 P.M.

Present: Brickson, Quirk, Tweten

Absent: Ogden

It was moved by Commissioner Tweten second by Commissioner Quirk that the minutes of the previous meetings of May 6, 13, and 20, 2010 be approved as read.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$409,701.31.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to authorize a donation, not to exceed \$5000, to the City of East Grand Forks to assist in equipping the new rescue boat.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to approve the bid of Apollo Electric for electrical work in the URD conversion area in the amount of \$20,565.00.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten that the meeting be adjourned to June 17, 2010 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Request for Council Action

Date: 6/22/2010

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

Cc: File

From: Randy Gust, Fire Chief

RE: Austin Skjei Probation

Background: Austin started at the Fire Department Dec. 19th 2009. He has successfully completed his 6 month probation period as of June 19th.

Recommendation: Hire Austin Skjei as a Fulltime Fire Department Employee

Enclosures:

Request for Council Action

Date: 6/22/2010

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

Cc: File

From: Randy Gust, Fire Chief

RE: Boat donation

Background: The East Grand Forks Fire Department Relief Association held a fund raiser that included a raffle, along with a motorcycle ride and feed after at the Eagles Club in East Grand Forks. The raffle earned the association approximately \$8,500. The Association decided to purchase and donate to the City a boat from Valley Fun Source and equip it as a rescue boat that the Fire Department could use. The total cost of the boat was \$12,000, and we are going to add another \$5,000.00 worth of equipment from other donation sources. The boat the fire department currently has is a 30 years old Boston Whaler. The new boat is a tremendous upgrade that will serve the city for many years to come.

Recommendation: Approve a resolution to accept this donation with gratitude towards the city's firefighters for their hard work in procuring the facility.

Enclosures:

RESOLUTION NO. 10 – 07- 71

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

WHEREAS, The City of East Grand Forks is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, A donation of a boat for the Fire Department of the City of East Grand Forks from the East Grand Forks Fire Relief Association.

WHEREAS, The City Council finds that it is appropriate to accept the donation offered.

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

1. The donation described above is accepted and shall be used for rescue and recovery efforts by the City of East Grand Forks Fire Department.
2. The city administrator is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's donation.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of July, 2010.

Mayor

RESOLUTION NO. 10 – 07 - 72

RESOLUTION ACCEPTING AND AWARDDING BID FOR IMPROVEMENT

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2010 Assessment Job No. 1 – Paving – Points of Woods 5th Addition, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that Strata Corp. is the lowest responsible bidder at a bid price of \$188,774.20,

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Strata Corp. in the name of the City of East Grand Forks for the improvement of 2010 Assessment Job No. 1 – Paving-Point of Woods 5th Addition according to the plans and specifications therefore approved by the City Council and on file in the administration office.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of July, 2010.

Mayor



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
CHICAGO REGIONAL OFFICE
111 N. CANAL ST., SUITE 855
CHICAGO, ILLINOIS 60606-7208

In reply refer to:
Investment No.: 06-01-05577

Lynn Stauss, Mayor
City of East Grand Forks
600 DeMers Avenue
East Grand Forks, MN 56721-1840

George Wogaman, President
Economic Development Housing Authority
600 DeMers Avenue
East Grand Forks, MN 56721-1840

Dear Mayor Stauss and President Wogaman:

We are pleased to inform you that the Economic Development Administration (EDA) has approved a Financial Assistance Award in an amount not to exceed \$425,000 in response to your application for public works assistance for the installation of roadway, curb and gutter, sanitary sewer, storm sewer and water mains and all related appurtenances to the City of East Grand Fork's business park.

The total Project cost is \$850,000 which is based on the line item estimates contained in Attachment No.1.

Enclosed are four signed copies of the Financial Assistance Award. Your agreement to the terms and conditions of the Award should be indicated by the signature of your principal official on all three of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to the Director, Chicago Regional Office, 111 N. Canal, Suite 855, Chicago, Illinois 60606-7208. If not signed and returned within 30 days of receipt, the Grants Officer may declare the Award null and void.

You are cautioned not to make any commitments in reliance on this Award, nor to enter into negotiations relative hereto, until you have carefully reviewed the terms and conditions and have determined that you are in compliance or that you can comply therewith. Any commitments or undertakings entered into prior to obtaining the approval of the Government in accordance with its regulations and requirements will be at your own risk.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Robert Sawyer", written in a cursive style.

C. Robert Sawyer
Regional Director

Enclosure

FINANCIAL ASSISTANCE AWARD

AWARD PERIOD
From Date of approval to 42 months
after approval

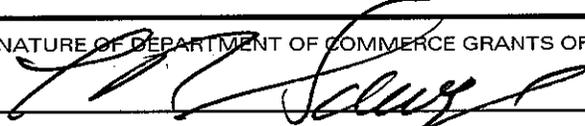
RECIPIENT NAME City of East Grand Forks Economic Development Housing Authority	AWARD NUMBER 06-01-05577
STREET ADDRESS 600 DeMers Avenue	FEDERAL SHARE OF COST \$425,000
CITY, STATE, ZIP CODE East Grand Forks, MN 56721-1840	RECIPIENT SHARE OF COST \$425,000
AUTHORITY Public Works and Economic Development Act of 1965 (42 U.S.C. 3121 <i>et seq.</i>), as amended, including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004 (P.L. 108-373)	TOTAL ESTIMATED COST \$850,000

CFDA NO. AND PROJECT TITLE 11.300

BUREAU EDA	FUND 40	FY 10	PROJECT-TASK 06-01-05577	ORGANIZATION 06	OBJECT CLASS 41102200
---------------	------------	----------	-----------------------------	--------------------	--------------------------

This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and some of which are attached. The other applicable requirements are available from the Office of Management and Budget's, the Department of Commerce's and the Government Printing Office's websites. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Special Award Conditions
- Line Item Budget
- 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures
- OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- Other(s): EDA Standard Terms and Conditions - Construction Program, dated 10/07, amended 12/13/07

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER 	TITLE Regional Director	DATE 6/22/10
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	TITLE	DATE
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	TITLE	DATE

FINANCIAL ASSISTANCE AWARD

AWARD PERIOD
From Date of approval to 42 months after approval

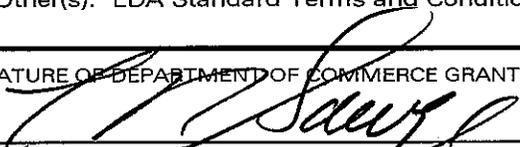
RECIPIENT NAME City of East Grand Forks Economic Development Housing Authority	AWARD NUMBER 06-01-05577
STREET ADDRESS 600 DeMers Avenue	FEDERAL SHARE OF COST \$425,000
CITY, STATE, ZIP CODE East Grand Forks, MN 56721-1840	RECIPIENT SHARE OF COST \$425,000
AUTHORITY Public Works and Economic Development Act of 1965 (42 U.S.C. 3121 <i>et seq.</i>), as amended, including the comprehensive amendments made by the Economic Development Administration Reauthorization Act of 2004 (P.L. 108-373)	TOTAL ESTIMATED COST \$850,000

CFDA NO. AND PROJECT TITLE 11.300

BUREAU EDA	FUND 40	FY 10	PROJECT-TASK 06-01-05577	ORGANIZATION 06	OBJECT CLASS 41102200
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This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and some of which are attached. The other applicable requirements are available from the Office of Management and Budget's, the Department of Commerce's and the Government Printing Office's websites. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award.

- Department of Commerce Financial Assistance Standard Terms and Conditions
- Special Award Conditions
- Line Item Budget
- 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
- 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments
- OMB Circular A-21, Cost Principles for Educational Institutions
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
- 48 CFR Part 31, Contract Cost Principles and Procedures
- OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations
- Other(s): EDA Standard Terms and Conditions - Construction Program, dated 10/07, amended 12/13/07

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER 	TITLE Regional Director	DATE 6/22/10
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	TITLE	DATE
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	TITLE	DATE

DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE
CONTACTS AND INSTRUCTIONS

A. AWARD NUMBER AND PROJECT DESCRIPTION

This Award Number 06-01-05577, supports the work described in the Recipient's application for Public Works Assistance received by EDA on 1/27/2010. Where the terms of this award and the application differ, the terms of the award shall prevail.

B. AWARD CONTACTS

1 The Recipient Contact's name, address and telephone number are:

City of East Grand Forks
600 DeMers Avenue
East Grand Forks, MN 56721-1840

Lynn Stauss, Mayor
218-773-2483

Economic Development Housing Authority
600 DeMers Avenue
East Grand Forks, MN 56721-1840

Greg Wogaman, President
701-772-7108

2 The Federal Program Officer is responsible for the programmatic, technical and/or scientific aspects of this award. The Federal Program Officer's name, address and telephone number are:

Jack Price, Area Director, Northern Tier
Economic Development Administration
Chicago Regional Office
111 North Canal Street, Suite 855
Chicago, IL 60606-7208

(312) 353-8143 Ext.159

3 The Grants Officer is responsible for all administrative aspects of this award and is authorized to award, amend, suspend, and terminate financial assistance awards. Grants Officer's name, address, and telephone number are:

C. Robert Sawyer, Regional Director
Economic Development Administration
Chicago Regional Office
111 North Canal Street, Suite 855
Chicago, IL 60606-7208

(312) 353-8143 Ext. 121

- 4 The Grants/Cooperative Agreement Specialist is responsible for administrative coordination and liaison with the Recipient. This individual receives appropriate material from the Federal Program Officer and/or the Recipient for administrative processing. The Grants/Cooperative Agreement Specialist's name, and telephone number are:

Catherine Canavan
(312) 353-8143 ext. 155

C. REFUND CHECKS

The Recipient shall submit all refund checks to the Department of Commerce (DoC) accounting office. Please contact the Grants/Cooperative Agreement Specialist identified above for specific details on how to process a refund check.

U. S. DEPARTMENT OF COMMERCE
Economic Development Administration
**PUBLIC WORKS PROJECT COST CLASSIFICATIONS/
ECONOMIC ADJUSTMENT ASSISTANCE CONSTRUCTION COMPONENTS**

EDA AWARD No. 06-01-05577

State MN

COUNTY Polk

<u>COST CLASSIFICATION</u>	<u>PROPOSED</u>	<u>APPROVED</u>
Administration and legal expenses	\$ 32,900	\$ 32,900
Land, structures, rights-of-way, appraisals, etc.		
Relocation expenses and payments	100	100
Architectural and engineering fees	68,000	68,000
Other architectural and engineering fees	2,000	2,000
Project inspection fees	33,000	34,000
Site Work		
Demolition and removal		
Construction	680,000	680,000
Equipment		
Miscellaneous		
Contingencies	34,000	33,000
TOTAL PROJECT COSTS	\$ 850,000	\$ 850,000

Remarks:

Relocation expenses and payments of \$100 are included as a placeholder of costs to perform the Section M.4 Title Requirements. Project Inspection Fees: Added a fair and reasonable \$1,000 for audit expenses. Contingencies: Adjusted to a fair and reasonable limit.

Request for Council Action

Date: July 6, 2010
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, Senior Planner
RE: Approval of PUD - Greenway Crossing Amendment #5

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends approval of the Greenway Crossing PUD Amendment #5 to allow a single family home be built on Lots 10-11, Block 4, Greenway 2nd Resubdivision. These lots are currently dedicated in the PUD for the development of twinhomes.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Tim Crary/Crary Real Estate, Mark Klevgaard

REQUESTED ACTION: Applicant is requesting an amendment to the Greenway Crossing PUD.

SITE ZONING/LAND USE: PUD is the current zoning, vacant lots.

SURROUNDING ZONING/LAND USE:

North: PUD zoning, vacant lots

West: PUD zoning, vacant land

South: Outside of City Limits, vacant land

East: Outside of City Limits, vacant land

LOCATION: Current legal description is Greenway Crossing Second Resubdivision.

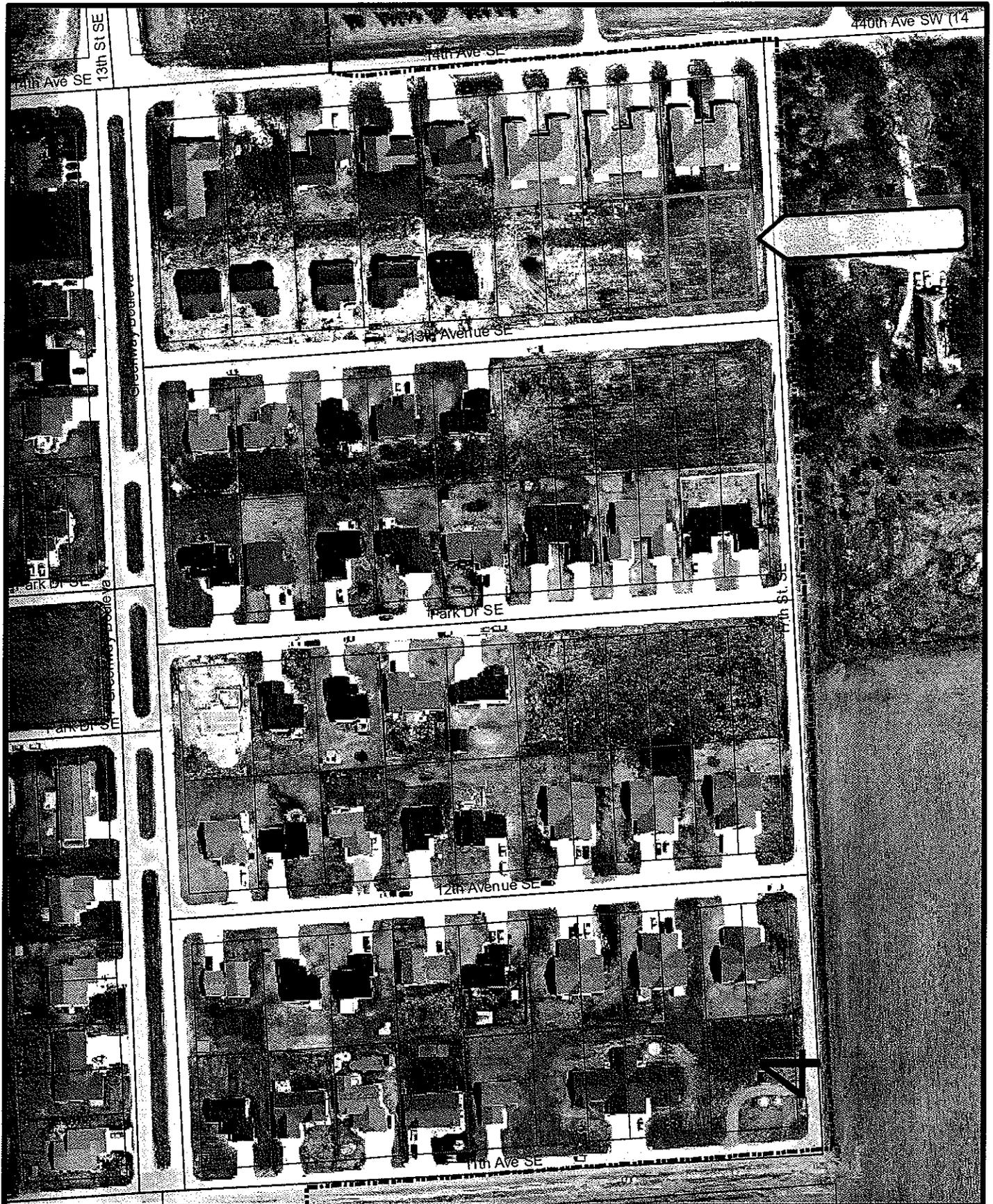
COMMENTS

Mr. Klevgaard has requested an amendment to the PUD to allow a single family home structure to be built across two current twinhome lots. Mr. Klevgaard is hoping to build a single family four bed state licensed care facility which is a permitted use in this zoning district.

He has stated that 2 lots are needed for the single family home as his home footprint is too wide for one lot. The PUD has designated these lots for twinhomes and the size of the lots confirms the PUD plan.

He has requested this action to take place on the corner of 13th Ave SE and 17th Street SE. This would be the last structure on the south end of the plat and will: a) not place a single family home between sets of twinhomes and b) provide more parking for the facility without taking parking spaces from the current single family homes to the north.

Encl.



LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 3423**

JANUARY 1, 2010

through

DECEMBER 31, 2012

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ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is made and entered into between the City of East Grand Forks, hereinafter referred to as EMPLOYER, and the International Association of Fire Fighters, Local No. 3423, hereinafter referred to as UNION. The intent and purpose of this agreement is to:

- Section 1.1 To establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreement; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 ANSWER. A concise response outlining the EMPLOYER'S position on a grievance.
- Section 2.2 APPOINTING AUTHORITY. The official empowered by statute, ordinance, or charter to make an appointment to a vacancy in the EMPLOYER'S work force.
- Section 2.3 DAYS. Calendar Days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.4 DEPARTMENT. The Fire DEPARTMENT of the EMPLOYER.
- Section 2.5 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.6 EMPLOYER. The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.7 EMPLOYEE. A member of this bargaining unit.
- Section 2.8 IMMEDIATE FAMILY. The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.9 REDUCED TO WRITING. A statement outlining the nature of a grievance, the provision(s) of the agreement in dispute and the remedy requested.

Section 2.10 SERVE(ICE). Personal Service or service by First Class United States Mail. Service by mail shall be effective upon mailing.

Section 2.11 UNION. The International Association of Fire Fighters, Local No. 3423.

Section 2.12 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 for all essential EMPLOYEES of the East Grand Forks Fire DEPARTMENT, East Grand Forks, Minnesota, who are public EMPLOYEES within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory, confidential, and all other EMPLOYEES. The job classifications covered by the terms and conditions of this AGREEMENT are included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; and to perform any inherent managerial function not specifically limited by this agreement.

Section 4.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction

The EMPLOYER shall deduct from the wages of EMPLOYEES an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

Section 5.2 Steward and Representative

The UNION may designate two EMPLOYEES from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices and any changes in such choices. The EMPLOYER may designate two persons to represent it and shall inform the UNION in writing of such choices and any change in such choices.

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.

Section 5.4 Bulletin Board

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political or detrimental to the EMPLOYER.

Section 5.5 Working Hours

Negotiation and grievance meetings between the EMPLOYER and the UNION shall be held during normal working hours whenever possible.

Section 5.6 Union Representation

All EMPLOYEES covered by this contract are entitled to UNION representation by an official UNION REPRESENTATIVE of their choice whenever an employee thinks it is necessary.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

Section 6.2 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided may be limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.3 Procedure

Step 1. An EMPLOYEE with a grievance shall within twenty (20) calendar days after the occurrence of the event that gave rise to the grievance or within twenty (20) calendar days after the EMPLOYEE through the use of reasonable diligence should have had knowledge of the occurrence of the event that gave rise to the grievance, request in writing an informal meeting with the designated employer designated representative in an attempt to resolve the grievance. If the grievance is not resolved within five (5) calendar days after the informal meeting date, or an informal meeting is not held within five (5) calendar days of the written request, the EMPLOYEE may escalate the grievance procedure to the next step.

Step 2. Any grievance not resolved in Step 1 may be reduced to writing by the UNION representative and served upon the City Administrator within fifteen (15) calendar days after the informal meeting date. The City Administrator will give the UNION the opportunity for a meeting on the grievance within ten (10) calendar days after receipt of the grievance. The City Administrator will ANSWER the UNION's Step 2 grievance within fifteen (15) calendar days after the meeting. If the UNION does not choose to have a meeting, the City Administrator will provide the UNION an ANSWER to the grievance within twenty (20) calendar days after receipt of the grievance.

Step 3. Either party may appeal the decision of the City Administrator by serving a written notice on the other party of its intention to proceed with arbitration. Such notice must be served within ten (10) calendar days of the moving party's receipt of the Administrator's ANSWER.

If a grievance is validly appealed to this step and the parties mutually agree in writing, the grievance may be submitted to Minnesota Bureau of Mediation Services for mediation prior to arbitration.

The UNION and the EMPLOYER will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the UNION and the

EMPLOYEE are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on whom will strike the first name, the question will be decided by a flip of a coin.

The fees and expenses for the arbitration services and proceedings shall be borne equally by the UNION and the EMPLOYER provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a transcript of the proceedings, the cost shall be shared equally.

Section 6.4 Arbitrator's Authority

Subsection 6.4.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the UNION and EMPLOYER, and shall have no authority to make decisions on any other issue not so submitted.

Subsection 6.4.2 The decision of the arbitrator shall be final and binding on all parties and shall be based solely on the arbitrator's interpretation or application of the express terms of the agreement and to the facts of the grievance presented.

Section 6.5 Waiver

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the UNION'S failure to adhere to the time limits may result in a forfeit of the grievance. The EMPLOYER's failure to adhere to the time limits may require mandatory alleviation of the grievance as outlined in the last statement by the UNION.

Section 6.6 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 6.3 and the grievance involved the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 6.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 6.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This agreement is subject to the laws, ordinances, regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 8: LEAVES

Section 8.1 Funeral Leave

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY member. Additional days for funeral leave may be granted at the discretion of the APPOINTING AUTHORITY for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time, whichever the EMPLOYEE chooses.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave when called for jury duty or subpoenaed to appear as a witness. EMPLOYEES will be paid will be paid by the EMPLOYER the difference of their normal rate of compensation and the amount received as juror (less any amount received for mileage or expense allowance).

Section 8.3 Other Leave

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four WORKING DAYS shall be in writing and directed to the APPOINTING AUTHORITY. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the APPOINTING AUTHORITY within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of days in excess of fifteen (15) WORKING DAYS.

Section 8.4 Union Business

Members of the UNION selected to participate in UNION functions shall be granted a leave of absence without pay for a reasonable time upon request of the UNION. Such leave shall not exceed five (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year. Such leave shall not result in overtime costs to the EMPLOYER.

ARTICLE 9: LONGEVITY

Section 9.1 In addition to normal compensation, each EMPLOYEE will receive longevity paid per the following schedule through December 31, 2010:

<u>Period of Employment</u>	<u>Amount</u>
Over 3 years City employment	\$ 95.00 per month
Over 5 years City Employment	\$140.00 per month
Over 10 years City Employment	\$145.00 per month
Over 15 years City Employment	\$155.00 per month
Over 20 years City Employment	\$165.00 per month
Over 25 years City Employment	\$180.00 per month

EMPLOYEES hired after January 1, 2007, are not eligible for the first longevity step of over 3 years.

Section 9.2 Payment under this Article will be predicated upon the anniversary date of employment subject only to the terms and provisions of article 8, Leaves.

Section 9.3 The payment to the EMPLOYEE for longevity as set forth above will be paid monthly unless the EMPLOYEE requests in writing prior to January 1 for a lump sum payment to be made in December. Said request will remain in effect for subsequent years or until the EMPLOYEE submits written request for change in future years.

Section 9.4 EMPLOYEES are not eligible for longevity beginning January 2, 2011; when the compensation plan per Schedule A is implemented.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance

Subsection 10.1.1 Nondependent (Single) Coverage. Effective January 1, 2010, the EMPLOYER shall contribute up to \$420.11 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plan. Effective January 1, 2011, the EMPLOYER shall contribute up to \$436.91 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plan. Effective January 1, 2012, the employer shall contribute up to \$454.39 toward the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the employer's group health and hospitalization plan.

Subsection 10.1.2 Dependent (Family) Coverage. Effective January 1, 2010, the EMPLOYER shall contribute up to \$961.76 toward the premium cost per month for a dependent (family) health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans. Effective January 1, 2011, the EMPLOYER shall contribute up to \$1000.23 toward the premium cost per month for a dependent (family) health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization Plans. Effective January 1, 2012, the employer shall contribute up to \$1040.24 toward the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the employer's group health and hospitalization plan.

Section 10.2 Life Insurance

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$20,000 for the EMPLOYEE.

Section 10.3 Disability Insurance

The EMPLOYER shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of that insurance. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation benefits.

Section 10.4 Physical

Health Insurance currently provides for an annual paid Physical for participants. Any future references and /or conditions of physicals in the Firefighters contract will be negotiated.

ARTICLE 11: HOLIDAYS

Section 11.1 EMPLOYEES are to receive vacation time in lieu of ten (10) holidays per year and an additional three (3) floating holidays. The thirteen (13) holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Three (3) Floating Holidays
Fourth of July	

Section 11.2 Martin Luther King Day, which shall be treated as a floating holiday, and the three (3) floating holidays, may be taken at the EMPLOYEE'S discretion, but only if it is approved by the Fire Chief. Such request to use a floating holiday must be

made to the Fire Chief at least one (1) day prior to the requested day of the leave.

Section 11.3 EMPLOYEES who work a full WORKING DAY on a named holiday in Section 11.1, i.e., excluding any floating holidays, shall be paid four hours of pay at the rate of one and one-half (1-1/2) times the their normal rate of compensation in addition to their normal rate of compensation for working such day. Christmas Day shall be paid at twice their hourly wage listed in Schedule A of this AGREEMENT for all hours worked on the holiday.

ARTICLE 12: VACATION

Section 12.1 All full time EMPLOYEES hired before January 1, 2010 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS
Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS
Upon completion of 192 months	21 WORKING DAYS
Upon completion of 204 months	22 WORKING DAYS
Upon completion of 216 months	23 WORKING DAYS
Upon completion of 228 months	24 WORKING DAYS
Upon completion of 240 months	25 WORKING DAYS

All full time EMPLOYEES hired after January 1, 2010 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS

Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS

Section 12.2. Any EMPLOYEE with more than (1) year of service who leaves the employment of the EMPLOYER by reason of death, disability, retirement, dismissal, or resignation will be paid for his/her unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designation the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 13: SICK LEAVE

Section 13.1 Sick leave shall be accumulated at the rate of one (1) day per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S normal rate of compensation.

Section 13.2 WORKING DAYS only shall be counted when computing sick leave.

Section 13.3 Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 13.4 When an EMPLOYEE is eligible for worker's compensation payments and they are unable to work during working hours due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such working hours and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

- Section 13.5 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required.
- Section 13.6 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 13.7 Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one hundred sixty (160) days, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate. Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.
- Section 13.8 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2010 may sell back to the EMPLOYER unused sick leave in excess of one hundred twenty (120) days up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of one hundred twenty (120) days may be sold back under this provision up to six (6) days in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back the sick days under this section prior to December 1 of that year.

ARTICLE 14: SHIFT SCHEDULE

- Section 14.1 The EMPLOYER shall establish work schedules. Full-time EMPLOYEES will be assigned shifts by the employer between eight (8) and twenty-four (24) hours in duration. EMPLOYEES shall accrue hours to fulfill the work requirements in the following manner:
- Actual hours spent on duty
 - Actual hours spent on assigned training

- Holiday leave
- Vacation leave
- Sick leave
- Funeral leave
- Injury on duty leave
- Special assignment (e.g. jury duty)

Section 14.2 Shift Exchange - Upon approval of the Shift Commander and Fire chief, EMPLOYEES may exchange shifts with other members if the exchange does not interfere with the operations of the Fire DEPARTMENT.

ARTICLE 15: OVERTIME

Section 15.1 Extension of Shift

If an EMPLOYEE works on behalf of the EMPLOYER in response to a request by the EMPLOYER to work beyond the EMPLOYEE'S scheduled shift, such work will be considered overtime hours and will be compensated for each hour worked at the rate of one and one-half (1-1/2) times the their normal rate of compensation for each hour worked.

Section 15.2 Call Back

If an EMPLOYEE works on behalf of the EMPLOYER in response to a call back after being relieved from duty and such work is outside of their scheduled shift, such work will be considered overtime hours and will compensated for at the rate of one and one half (1-1/2) their normal rate of compensation listed in Schedule A with a minimum of three (3) hours of pay at this rate.

Section 15.3 Training

Overtime shall be paid for all mandatory and recurring training on off-duty hours.

Subsection 15.3.1 Mandatory training includes training required by the EMPLOYER or jurisdiction of competent authority to be a fire fighter in the City of East Grand Forks.

Subsection 15.3.2 Recurring training includes the monthly drills of the East Grand Forks Fire DEPARTMENT.

Subsection 15.3.3 Elective training is other training taken for personal gain.

Section 15.4 No Pyramiding

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 16: CLOTHING ALLOWANCE

Section 16.1 The EMPLOYER will provide EMPLOYEES with their initial set of uniforms as follows:

- 4 shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 2 badges (shirt & jacket)
- 1 belt
- 1 pair station uniform boots (with a cap of \$100.00)

Section 16.2 All uniforms required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the employer and maintained in good, safe condition.

ARTICLE 17: INJURY ON DUTY

When an EMPLOYEE is eligible for worker's compensation payments, the EMPLOYER will pay the complete salary to the EMPLOYEE and the same shall be charged to the EMPLOYEE'S sick leave until worker's compensation takes over. Thereafter, the EMPLOYEE may supplement the compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S normal rate of compensation, provided only that the same is not ruled illegal either by an Attorney General's opinion or court decision. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

ARTICLE 18: WORKING OUT OF CLASSIFICATION

An Engineer or Firefighter, who is the senior member on duty, and who acts in the capacity of an Assistant Chief when the regularly-assigned Assistant Chief is absent, shall receive a lump sum payment not to exceed \$50.00 for a 24-hour period. The payment shall be prorated based upon actual hours worked in the capacity of Assistant Chief.

ARTICLE 19: DISCIPLINE

Section 19.1 All disciplinary actions shall be in written form. An EMPLOYEE has the right to request UNION representation when discipline is being administered. EMPLOYEES and the UNION shall receive a copy of all such disciplinary actions. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 19.2 Probationary Employees

During their probationary period, EMPLOYEES may be discharged at any time without cause. Such discharge cannot be grieved through Article 6 of this AGREEMENT.

ARTICLE 20: DURATION

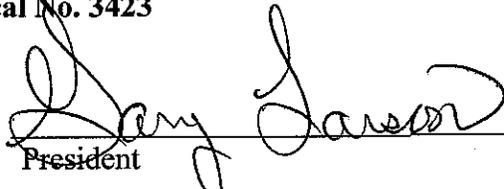
This agreement is effective January 1, 2010, and will remain in full force until December 31, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act that it desires to modify this agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in force and effect until a new contract is signed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2010.

City of East Grand Forks

**International Association of Firefighters,
Local No. 3423**

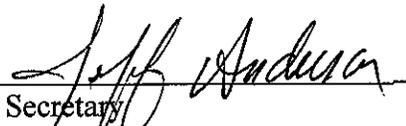
By: _____
Mayor

By: 
President

Dated: _____

Dated: 7-1-10

By: _____
City Administrator/Clerk-Treasurer

By: 
Secretary

Dated: _____

Dated: 7-1-10

SCHEDULE A

Commencing January 1, 2010, EMPLOYEES shall be compensated monthly according to the following schedule.

	3.00% <u>1-1-10</u>
A. Firefighter	
Start	\$3,516.69
over 6 months	\$3,666.70
over 12 months	\$3,818.80
over 24 months	\$3,968.62
B. Engineer (Driver-Operator)	
over 24 months	\$4,088.70
over 36 months	\$4,208.59
C. Assistant Chief	
over 24 months	\$4,382.46
over 36 months	\$4,494.60

Commencing January 1, 2011, each EMPLOYEE will be placed on the pay grade in the Compensation Plan commensurate to the EMPLOYEE's job classification; and on the pay step that is the nearest step above the EMPLOYEE's base pay plus longevity pay as of December 31, 2010, with a minimum increase of one percent (1%). Commencing January 1, 2012, each EMPLOYEE not at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase annually if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. For 2012, EMPLOYEES whose current pay plus longevity pay are above the adopted pay range for their job classification shall receive an increase in their base pay of one percent (1%). The anniversary date for all employees hired before January 1, 2010 shall be July 1. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification.

IAFF Local No. 3423 Compensation Plan

				1	2	3	4	5	6	7	8	
0	-	64	Grade	1	23,347.79	23,962.21	24,576.62	25,805.46	27,034.29	28,263.12	29,491.95	30,720.78
65	-	84		2	24,865.40	25,519.75	26,174.10	27,482.81	28,791.52	30,100.22	31,408.93	32,717.63
85	-	94		3	26,481.65	27,178.54	27,875.42	29,269.19	30,662.96	32,056.73	33,450.51	34,844.28
95	-	134		4	28,202.96	28,945.14	29,687.32	31,171.69	32,656.06	34,140.42	35,624.79	37,109.15
135	-	154		5	30,036.15	30,826.57	31,617.00	33,197.85	34,778.70	36,359.55	37,940.40	39,521.25
155	-	184		6	31,988.50	32,830.30	33,672.10	35,355.71	37,039.32	38,722.92	40,406.53	42,090.13
185	-	214		7	34,067.75	34,964.27	35,860.79	37,653.83	39,446.87	41,239.91	43,032.95	44,825.99
215	-	229		8	36,282.16	37,236.95	38,191.74	40,101.33	42,010.92	43,920.50	45,830.09	47,739.68
230	-	269		9	38,640.50	39,657.35	40,674.21	42,707.92	44,741.63	46,775.34	48,809.05	50,842.76
270	-	284		10	41,152.13	42,235.08	43,318.03	45,483.93	47,649.83	49,815.73	51,981.64	54,147.54
285	-	314		11	43,827.02	44,980.36	46,133.70	48,440.39	50,747.07	53,053.76	55,360.44	57,667.13
315	-	354		12	46,675.77	47,904.08	49,132.39	51,589.01	54,045.63	56,502.25	58,958.87	61,415.49
355	-	399		13	49,709.70	51,017.85	52,326.00	54,942.30	57,558.60	60,174.90	62,791.20	65,407.50
400	-	434		14	52,940.83	54,334.01	55,727.19	58,513.55	61,299.91	64,086.27	66,872.63	69,658.98
435	-	454		15	56,381.98	57,865.72	59,349.45	62,316.93	65,284.40	68,251.87	71,219.35	74,186.82
455	-	504		16	60,046.81	61,626.99	63,207.17	66,367.53	69,527.89	72,688.24	75,848.60	79,008.96
505	-	589		17	63,949.85	65,632.74	67,315.64	70,681.42	74,047.20	77,412.98	80,778.76	84,144.54
590	-	659		18	68,106.59	69,898.87	71,691.15	75,275.71	78,860.27	82,444.82	86,029.38	89,613.94
660	-	719		19	72,533.52	74,442.30	76,351.08	80,168.63	83,986.18	87,803.74	91,621.29	95,438.85
720	-	749		20	77,248.20	79,281.05	81,313.90	85,379.59	89,445.29	93,510.98	97,576.68	101,642.37
750	-	849		21	82,269.33	84,434.32	86,599.30	90,929.26	95,259.23	99,589.19	103,919.16	108,249.12

Job Classification

Firefighter
 Fire Department Engineer
 Assistant Fire Chief

Pay Grade

8
 11
 13

**MEMORANADUM OF UNDERSTATING
BETWEEN THE
CITY OF EAST GRAND FORKS
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #3423**

This Memorandum of Agreement is entered into between the City of East Grand Forks (hereafter "City") and International Association of Fire Fighters (hereafter "Union")

HEALTH CARE SAVINGS PLAN

The City will handle the administrative responsibilities and accounting for the Union CONTRIBUTIONS TO THE Minnesota State Retirement System (MSRS) as required by MSRS.

All EMPLOYEES shall direct 100% of their eligible severance pay to the MSRS Health Care Saving Plan (HCSP). Additionally, all eligible EMPLOYEES will contribute the dollar equivalent of 3% (three percent) of their unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible EMPLOYEE'S hourly rate of pay for the preceding year times the number of hours the EMPLOYEE is eligible to receive. The contribution will be deducted from the banked sick leave in January of each year. The Employee's banked sick leaved hours will then be reduced by the number of eligible hours reflected by the EMPLOYEE'S contribution.

At the option of the Union, the Union can change the percentage that is contributed to the MSRS HCSP by a majority vote. All changes will be done in accordance with all state and federal guidelines.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Signed:

City of East Grand Forks

**International Association of Firefighters,
Local No. 3423**

By: _____
Mayor

By: *Gary Larson*
President

Dated: _____

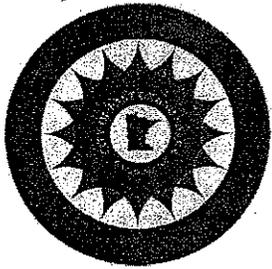
Dated: 7-1-10

By: _____
City Administrator/Clerk-Treasurer

By: *Jeff Anderson*
Secretary

Dated: _____

Dated: 7-1-10



25

City of East Grand Forks

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

APPLICATION FOR SPECIAL EVENT

License Fee: _____

Organization Information		
<u>Endracing / NHRG</u> Organization Name	<u>701 330 0709</u> Organization Phone Number	
<u>Grand cities mall, South washington</u> Organization Address	<u>GF</u> City	<u>ND 58201</u> State Zip

Applicant Information		
<u>Andrew Magness</u> Applicant Name	<u>701 330 0709</u> Applicant Phone Number	
<u>2524 8th Ave N</u> Applicant Address	<u>GF</u> City	<u>ND 58203</u> State Zip

Special Event Information		
<u>Sept 4 2010</u> Date of Event	<u>8am</u> Start Time	<u>6:30pm</u> End Time
<u>See attached</u> Explanation of Event		
<u>See attached</u> Route/Area of Event (include map)		
<u>See attached (no staff, road closures, etc)</u> Special Requests (Staff, Road Closures, Etc)		

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

Andrew T Magness
Signature of Applicant

Andrew T Magness
Print Name

June 23rd 2010
Date

[Signature]
Title

City of East Grand Forks
Application for Special Event

Internal Use Only

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

*Application fee paid in full: yes no Payment Type: cash check # _____ Receipt # _____

*Application completed in full and signed: yes no

*Map of route is provided: yes no

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

*Appropriate Staff: approved denied n/a

Notes: _____

Staff Signature: _____ Date: _____

*Council Approval ____/____/____ approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____

Proposed plans for Extreme North Dakota
Adventure Race (END-AR), Sept. 4, 2010

June 9, 2010

The folks from Northern Heights Rock Gym (NHRG) and Team Yogaslackers (YS) partnered with community sponsors to put on the first adventure race, END-AR, in North Dakota back in the fall of 2007. The second race was held in 2009. In 2010, NHRG and YS created ENDracing - an organization committed to continuing to bring high quality adventure based sporting events to the great plains - and added two races to the calendar: the Extreme North Dakota Iceman Triathlon, or END-IT (held in March and put on in collaboration with the Greater Grand Forks Young Professionals and the Grand Forks Parks District) and the Extreme North Dakota Spring Primer Adventure Race, or END-SPAR (held in May at Turtle River State Park and Larimore Recreation area). The 2010 END-AR event is scheduled for Saturday, Sept. 4th and will take place in and around the Grand Cities, with most of the activity being along the river corridors formed by the Red and Red Lake rivers. This report provides a general summary of the proposed course and activities to be included in the upcoming event, and seeks that an allowance be made by the cities for the following elements:

1. The set-up and use of several 'two rope' bridges across Red Lake River
2. The set-up and use of a tyrolean traverse between the top of the old railroad pillar (Mt. Haga) located just north of Demers bridge and the big cottonwood tree on the EGF bank
3. Climbing the north side of Mt. Haga, and affixing, if necessary, removable anchor points to aid in the climb
4. Swimming from the EGF bank to the eddy on the north side of Mt. Haga to begin the climb
5. Placement of checkpoints in trees that require belayed climbing to reach
[Note, this activity was carried out and approved for the 2009 race]

The report is organized as follows. It begins with a summary of the entire event and a map showing (roughly) the area where we hope to have the race take place. Following this is a more detailed description of the elements listed above, for which we're seeking approval. Each element will be explained thoroughly and our planned safety precautions laid out. Finally, there will be a few words about the experience of the race staff and liability concerns addressed.

Chapter 1

Race Overview

Fig. ?? shows an overview of the course. The day will start at the red marker near cabellas.

Teams will ride their bikes along the greenway (in EGF and GF) collecting the light blue checkpoints without dots in them. These will be optional so some teams will only get a few. they will proceed north on the GF side of the greenway, then on some surface streets and old service roads along the river once they get north of the boat ramp/pedestrian bridge, collecting the light blue points with dots. No travel on the highway, or even Washington avenue will be allowed.

(This next section isn't shown on the map) - most CP's will be on private property here. From here they head north along surface streets/dirt roads towards some private property areas not shown on the map. they will be using rafts at this point to get checkpoints on either side of the river as they float down towards Freddy Edwards place, who's property we used last fall too. They will end up crossing the river in their rafts with their bikes and biking back into town along the purple line drawn in from the north.

(Back on the map now) - leaving their bikes at the start (near cabellas) they will travel on foot along the Red Lake river collecting the purple cp's (the one without the dot is optional). Element 1 above would be part of this section. There may also be an opportunity to have a CP located in a tree (element 5). I've already scouted the river and identified several suitable locations for both the two-rope bridges and tree climbs.

Teams will end up at the red dot (see map) on the Red Lake river, where canoes will be staged. They will paddle back and portage around the rapids on the river, and into the Red river. Now comes the fun part!



Figure 1.1: Proposed END-AR 2010 course. Note that CP's are only shown to provide an idea of how the course might actually go, and the northern most section of the course is not shown

-  tyrolean traverse
-  Canoe take out
-  Swim Start
-  Safety boat
Motor boat with lifeguard - chaperone's swimmers
-  Start/finish



Figure 1.2: Detail of elements 2-4, the swim to, climbing of, and tyrolean traverse from Mt. Haga

This is near the end of the race, so teams are nice and spread out. We want teams to have to beach their canoes just under the bridge (see Fig. ??). They will put on climbing harnesses provided by NHRG and swim out to the eddy behind Mt. Haga and climb the north side, before crossing back to the EGF bank via a tyrolean traverse. They will cheer on their teammates, remove their harnesses, and sprint for the finish line.

Chapter 2

Element Details

2.1 Element 1: Two rope bridges

As teams approach the Red Lake river on foot, (from the north) they will cross to the south on the bridge. From here they will run southeast along the paved paths and old trails, always staying on the wet side of the dike. We envision having a checkpoint (CP) located on the NW bank of the river, possibly up a tree. We hope to construct two bridges across the river, each serving as a 'one way' bridge so that we don't run into problems of a team needing to cross back to the SE side while another team waits to cross to the NW. The bridges are made from slacklines - one-inch tubular webbing used for climbing which is tensioned between nice big trees. Each bridge will consist of two lines, separated by approximately 4 vertical feet. The lower line is walked on and the upper line held onto for balance. No drilling, permanent anchors or hardware is required, and the bridges will be put up late at night before the race and removed by the end of the race. We intend to set the lines such that when not being crossed they provide reasonable clearance for boats (5 feet? 6 feet?), and require racers to wear their PFD's when crossing (which they will be carrying during this section). We will have a safety boat in the water at the site of the bridges with a certified lifeguard (already arranged with the YMCA) on hand.

Team Yogaslackers will be providing the slackline systems, which have been commercially produced and designed specifically for use as slacklines. Members of the team are among some of the most experienced and committed slackliners in the world, and have tremendous experience in setting up safe

and environmentally friendly lines.

2.2 Elements 2-4: Mt. Haga

The following 3 elements combine to form what we hope will be one of the highlights of the race - an ascent of the railroad pillar N. of Demers Bridge, followed by a tyrolean traverse across the river. A CP will be located atop the pillar. Racers choosing not to do this element will be allowed to opt out and just face a time penalty. All gear and rigging will be done and provided by NHRG and NHRG staff, respectively. We would like permission to begin preparations for the is element in the weeks leading up to the event, but would not place the actual rope spanning the section of river until the day prior to the event. Ideally city police would be able to help make sure no one unauthorized attempted to use it on the night of sept. 3rd. We'd of course double check the entire set-up on race day before any teams used it to ensure safety. Racers would be required to wear their PFD's from the time they left the shore to the time the reached it again via the tyrolean traverse. Description of the individual elements follow.

2.2.1 Element 2 - the Tyrolean

We seek permission to climb Mt. Haga on the day prior to the race and set up a tyrolean traverse to a tree on the EGF side. We will string and moderately tension a climbing rope between an anchor point atop the pillar and a large cottonwood on the EGF side of the river. The tensioning will be done such that the low point of the rope (when weighted) is at least 10 yards from the tree, so that any momentum gained on the descent is not carried into the tree. Racers executing the traverse will be wearing a certified climbing harness (provided by NHRG) and attached to the tyrolean via a locking carabiner. A pulley will not be used - the added friction limit the speed of the descent. From the low point, racers will have to use their hands to pull themselves to the EGF side where a volunteer will be stationed with a ladder, which will allow racers to unweight the rope and safely unclip. In addition, a trained volunteer from NHRG will be present atop Mt. Haga and make sure that racers are clipped in at all times atop the pillar and that they are properly connected to the tyrolean rope before crossing the river. Dexter Perkins has visited the top of Mt. Haga on three occasions and verifies the

existence of a plethora of anchor points suitable for the proposed activity. Finally, the rope would be high enough above the water so as not to interfere with watercraft passing the pillar on the EGF side.

2.2.2 Element 3 - the Climb

In order to reach the top of the pillar, racers will climb from the water on the north side of the river to the top. They will be wearing harnesses and be affixed to a rope (which is running above them to the top of the pillar) via a locking carabiner. Ideally, we'd be allowed to place an anchor point on the N. face of the pillar from which to suspend a 'portaledge' (a portable ledge used by climbers that uses only a single anchor point). A trained volunteer from NHRG would be located on this ledge and be able to belay climbers from below. The ledge could also provide something for the climbers to hold on to while waiting their turn, in the event that multiple teams arrived at once. Climbers unable to complete the climb would be lowered back to the water and either be ferried to shore by the safety boat, or swim on their own, chaperoned by the boat. Once atop the pillar, climbers would be clipped in to a safety line running from the end of the climb to the start of the tyrolean. They would *never* be unclipped - from the time they initiated the climb to the time they had completed the traverse. In order to make the ascent more accessible to non-climbers we're also seeking permission to affix non-permanent anchors, if necessary, to the north face of the pillar.

2.2.3 Element 4 - the Swim

As shown in Fig. ??, racers would swim (PFD's required) from the EGF bank, south of Mt. Haga (in consideration of the current), to the eddy located below the climbs. A motor boat with a trained lifeguard (again, courtesy of the YMCA) will monitor the progress of all swimmers and 'pick up' any who miss the eddy and continue downstream. The eddy itself is substantial in size enough to hold at least one dozen swimmers, but in the event that multiple teams arrive at once, we will limit the number of teams in the water at any time to two (max 6 swimmers). Because swimming in the Red River is against city ordinance, we seek a temporary lift of this injunction for registered racers on the day of Sept. 4th only, and for race staff on Sept. 3rd so that we can determine an optimal location to start the swim.

Chapter 3

Potential Concerns

We want to continue building the adventure sports community in the Red River valley, and events like this are tantamount to that effort. The elements described above have all been planned with a concern for safety being priority number one. The team that would be responsible for putting them in place has extensive experience in all the relevant aspects of the event, and includes

1. Andy Magness (myself) - race director. This will be the fourth race that I've directed in Grand Forks. I'm an experienced adventure racer, a climber of 18 years, and a professional event rigger with the Alerus Center, Fargodome, and the Ralph Engelstadt arena.
2. Jason Magness and Sam Salwei - course designers. Founders of Team Yogaslackers, Jason owns and Sam helped build Northern Heights Rock Gym, North Dakota's only privately owned climbing facility, nearly 10 years ago. Both have been competing in adventure races at the national and international level for the last 5 years, have a combined climbing experience of nearly 25 years, and have pioneered the art of performing yoga on a slackline. They brought the first race to ND back in 2007.
3. Chelsea Gribbon - course designer, river expert. Chelsea is a member of team Yogaslackers, a seasoned adventure racer, and an expert on the water. She has training in both whitewater guiding and rescue and has been employed as a river guide out in California for several years, guiding clients down rivers as treacherous as class V. She is an avid climber of more than 5 years, and an accomplished slackliner.

4. Dexter Perkins - design and logistics. Dexter is a long time resident of Grand Forks and a professor at UND. He has over 30 years of climbing and paddling experience and has 'summitted' Mt. Haga more times than anyone else. He and his wife Betsy own Amazing Grains Co-op and are actively involved in making greater Grand Forks a better place to live.
5. GGFYP - planning The community involvement arm of the greater Grand Forks Young Professionals led by Justin Johnson partnered with ENDracing for our inaugural winter triathlon (END-IT) this past March. It brings a well connected group of young people to the team who all share a passion for and commitment to our cities.
6. YMCA - water safety. The YMCA has partnered with ENDracing for END-IT 2010 and END-SPAR 2010. They will provide trained lifeguards for elements 1 and 4 detailed above.

I recognize that the proposed activities may seem unnecessarily risky, and were they to be done without the planned safety in place they might indeed be. However, elements with even more 'apparent' risk are routinely part of safe and well planned adventure racing events around the country. In fact, directors of AR races will unanimously agree that these elements tend to pose the smallest risk of accident or injury associated with the race, because they end up being the most closely controlled. As I mentioned, the safety of the racers is our number one priority. If we were not absolutely sure that we could include these unique and exciting elements in the race with minimal risk we would not be writing this report.

Towards this end, in the event the river is at flood stage (above 28 feet), we will be post-poning the race to the following weekend, or canceling the swimming portions of the race. In addition, we plan on working with Altru to ensure trained medical staff is on-site if possible, even though racers will always be within a very short distance (1/4 mile) or a road throughout the race. The race will be capped at 30 teams, and if filled, will involve only 75 participants. Each team (of 2 or 3) will have to travel together at all times, and cell phones must be each team along with a card providing emergency contact numbers. The race will carry it's own liability insurance, purchased specifically for the adventure race through either USARA (a national adventure racing body) or McKay insurance, another specialty company that provides policies for these types of events. In addition, the cities of GF/EGF

will be named in the 'hold harmless' section of the waiver that each participant will be required to sign.

Finally, I'd like to mention that the race is supported by the ND board of tourism and partners with a number of local and national sponsors, including WildAR, a race organization that has been putting on popular and successful races in Minnesota for more than seven years. We truly believe that by putting on high quality and visible races in and around Grand Forks we can highlight the adventure potential of the cities. Furthermore, our success over the past three years indicates that there is indeed part of the population that craves this sort of activity, and we're confident that we can continue safely growing these races in a way that is beneficial to our community.

Thank you for your time and consideration in this matter.

Sincerely,

Andy Magness (and the rest of the ENDracing team)

Rachel Anderson

From: andy magness [magn6494@gmail.com]
Sent: Thursday, July 01, 2010 12:58 PM
To: SSimeone@grandforksgov.com; Rachel Anderson
Subject: insurance info
Attachments: 10 Sanctioning Packet AR.pdf

attached is insurance info from USARA, the national sanctioning body for adventure racing. In general the procedure works as follows - Racers must be members of USARA to race. they purchase a one day membership if they are not otherwise members on race day. The race director (is also a member of USARA) and the event is sanctioned by the organization, after providing proof that certain minimum safety measures have been met. The cities will be included as named insured, as indicated below.

it is rather lengthy, so i'll indicate the relevant sections:

pages 1-6 provide an overview of the policy and the application process that i have begun, as well as information about the policy limits and underwriters. One important note is that if we use this policy (which is the adventure racing standard), separate waivers are not allowed (page 2, second paragraph) but entities such as private land owners, or the cities of GF/EGF can be included in the hold harmless language (see page six, section titled 'named insured').

page 7 provides the cost breakdown (we will be paying for the extra insurance required for rope elements)

our event will have to meet stringent safety requirements in order to be sanctioned by USARA and thus insured. these are laid out beginning on page 9 of the document.

page 11 provides an overview of the various forms that are used, of particular note is form C (the participant waiver) - which is located online at the web address given on page 11 (www.usara.com/waiver.doc).

Rachel - is this helpful? we don't yet have a certificate with the policy number, but will let you know when this is taken care of. Sharyl, could you forward this on to Mr. Swanson? i don't have his email. I will discuss the details with him personally.

Cheers

andy

RESOLUTION NO. 10 – 07 – 73

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 6696 for a total of \$2,086.91.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$2,086.91 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 6, 2010.

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

The President declared the resolution passed.

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of July, 2010.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 6696 for a total of \$2,086.91.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 6, 2010.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

RESOLUTION NO. 10 – 07 - 74

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased the following goods from Bert's Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
03/30/10	42549	Air Hose	\$204.13
04/26/10	42814	SW Pickup Items	\$4617.00
05/01/10	42904	Repair Damaged Cab Guard	\$4181.39
05/01/10	42905	Install Pintle Plate	\$1516.13
06/02/10	43222	Unit 146 Flatbed	\$2582.16
06/02/10	43229	Stake Sides/Hitch	\$786.14

WHEREAS, Wayne Gregoire, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

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

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$13,886.95 on check number 6634 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 6, 2010.

Voting Aye:

Voting Nay:

Abstain: Gregoire.

The President declared the resolution passed.

Passed: July 6, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th of July, 2010.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Wayne Gregoire, being duly sworn states the following:

1. I am 5th Ward Council Member of the City of East Grand Forks.
2. The following goods were furnished to the City of East Grand Forks by Bert's Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
03/30/10	42549	Air Hose	\$204.13
04/26/10	42814	SW Pickup Items	\$4617.00
05/01/10	42904	Repair Damaged Cab Guard	\$4181.39
05/01/10	42905	Install Pintle Plate	\$1516.13
06/02/10	43222	Unit 146 Flatbed	\$2582.16
06/02/10	43229	Stake Sides/Hitch	\$786.14

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on July 6, 2010.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: randerson
 Printed: 6/29/2010 - 3:22 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6623	07/06/2010	ACM001	Acme Electric Companies	423.85	0
6624	07/06/2010	ACO001	Acorn Naturalists	24.45	0
6625	07/06/2010	ADV001	Advanced Business Methods Inc	327.04	0
6626	07/06/2010	AIM001	AIM Electronics Inc.	58.78	0
6627	07/06/2010	AKE005	Rachel Aker	28.46	0
6628	07/06/2010	ALL001	Alltel	417.25	0
6629	07/06/2010	AME005	Ameripride Linen & Apparel Services	482.39	0
6630	07/06/2010	APP001	Applied Concepts, Inc.	51.30	0
6631	07/06/2010	ARR002	Richard Vacura Arrangers Band The	300.00	0
6632	07/06/2010	BAK001	Baker & Taylor Co	124.42	0
6633	07/06/2010	BAR002	Alex Barta	180.00	0
6634	07/06/2010	BER001	Bert's Truck Equipment	13,886.95	0
6635	07/06/2010	BLU001	Blue Cross Blue Shield of ND	5,764.50	0
6636	07/06/2010	BRI003	Brite-Way Window Cleaning	50.00	0
6637	07/06/2010	BRO002	Brodart Co	292.45	0
6638	07/06/2010	BRU001	Jay Bruce	44.55	0
6639	07/06/2010	BUB001	Ron Bubendorf	398.00	0
6640	07/06/2010	BUD001	Bud & Ralph's Appliance Service Inc	6.69	0
6641	07/06/2010	BYD001	Bydai Designs	298.18	0
6642	07/06/2010	CAB001	Cabela's Retail	206.67	0
6643	07/06/2010	CAL002	California Contractors Supplies Inc	92.33	0
6644	07/06/2010	MAX001	Lori Cariveau	1,672.50	0
6645	07/06/2010	CAR002	Carquest Auto Parts	67.12	0
6646	07/06/2010	GFT003	Donald Scott Cash	2,017.32	0
6647	07/06/2010	CBC001	CBCS	25.00	0
6648	07/06/2010	GUM001	Central Programs Inc	500.60	0
6649	07/06/2010	CHI002	Chief Supply	138.97	0
6650	07/06/2010	CLE001	Clear Channel Communications	549.65	0
6651	07/06/2010	COL004	Cold Spring Granite Company	4,986.00	0
6652	07/06/2010	COL002	Cole Papers Inc	701.75	0
6653	07/06/2010	COM011	Comm-Ad Media Corp	579.00	0
6654	07/06/2010	CHU001	Cory & Nicole Chupka	5,000.00	0
6655	07/06/2010	CSI002	CSI Forensic Supply	26.13	0
6656	07/06/2010	CUM001	Cummins NPower LLC	375.40	0
6657	07/06/2010	DLA001	D'Laj Inc.	50.00	0
6658	07/06/2010	DAC001	Dacotah Paper Co	113.17	0
6659	07/06/2010	DAK011	Dakota Fire Protection Inc	310.00	0
6660	07/06/2010	DEI001	Deitz Business Promotions	134.86	0
6661	07/06/2010	DIA001	Richard Papenfuss Diamond Cleaning	64.02	0
6662	07/06/2010	DRA001	Mark Dragich	74.00	0
6663	07/06/2010	EAP001	EAPC Architects Engineers	2,964.00	0
6664	07/06/2010	EBS001	EBSCO Subscription Service	1,085.22	0
6665	07/06/2010	EGE004	Kris Egeland	39.00	0
6666	07/06/2010	ELE001	Electric Pump	698.50	0
6667	07/06/2010	EMB001	Emblem Enterprises Inc	168.47	0
6668	07/06/2010	EME004	Emergency Automotive Technologies	331.97	0
6669	07/06/2010	EXP003	Explorer Post #38	50.00	0
6670	07/06/2010	EXP002	Exponent	727.22	0
6671	07/06/2010	EZL001	EZ Locksmith	75.00	0
6672	07/06/2010	FAM001	Family Institute	340.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6673	07/06/2010	FED001	FedEx Kinko's	91.42	0
6674	07/06/2010	FIR001	Fire Protection Publications	443.15	0
6675	07/06/2010	FOR001	Forks Freightliner	416.39	0
6676	07/06/2010	FOR004	Forx Radiator	713.86	0
6677	07/06/2010	FRO003	Chad & Karla Frost	90.00	0
6678	07/06/2010	FLO001	FS Engineering	44,257.36	0
6679	07/06/2010	G&K001	G&K Services	218.77	0
6680	07/06/2010	GAL001	Gale	194.21	0
6681	07/06/2010	GAL003	Galstad Jensen & McCann PA	4,039.85	0
6682	07/06/2010	GAR001	Garden Hut Inc	7,443.93	0
6683	07/06/2010	GAS001	Kyle Gast	52.01	0
6684	07/06/2010	GER001	Gerrells Sport Center	122.76	0
6685	07/06/2010	GFH002	GF Herald	193.96	0
6686	07/06/2010	GFW001	GF Welding & Machine	686.94	0
6687	07/06/2010	GGF001	GGF Convention & Visitors Bureau	1,349.04	0
6688	07/06/2010	GFB002	Grand Forks Baseball	200.00	0
6689	07/06/2010	GRA001	Richard Grassel	152.00	0
6690	07/06/2010	GRE004	John Grenier	13.50	0
6691	07/06/2010	H&S001	H&S Construction	30,093.23	0
6692	07/06/2010	HAD001	Deb Hadden	4.95	0
6693	07/06/2010	HAI002	Rick Hajicek	427.50	0
6694	07/06/2010	HAI001	Rod Hajicek	22.00	0
6695	07/06/2010	HAM001	Gerald Hamm	34.00	0
6696	07/06/2010	HAR001	Hardware Hank	2,086.91	0
6697	07/06/2010	HAW001	Hawkins Chemical	1,080.57	0
6698	07/06/2010	HEA001	Heartland Paper	409.86	0
6699	07/06/2010	HED001	Mike Hedlund	1,081.20	0
6700	07/06/2010	HEL001	Charlotte Helgeson	93.06	0
6701	07/06/2010	HOL002	Holiday Credit Office	205.45	0
6702	07/06/2010	HRC001	Home Run Club	1,150.00	0
6703	07/06/2010	HOU003	House Of Vacuums	151.73	0
6704	07/06/2010	HUG001	Hugo's	176.13	0
6705	07/06/2010	HUI001	Scott Huizenga	434.21	0
6706	07/06/2010	ICS001	ICS Instrument Control Systems	90.00	0
6707	07/06/2010	INP001	Inprints Screenprinting	120.00	0
6708	07/06/2010	INT003	Integra Telecom	168.72	0
6709	07/06/2010	INT008	Intoximeters Inc	235.13	0
6710	07/06/2010	JOH014	Catherine Johnson	166.24	0
6711	07/06/2010	DAY001	Jolanda Streifel	16.01	0
6712	07/06/2010	KEI001	Keith's Security World	39.95	0
6713	07/06/2010	KEL002	Kelley Blue Book	60.00	0
6714	07/06/2010	KEL003	Kelly Services	283.50	0
6715	07/06/2010	KNO002	Kayla Knott	262.14	0
6716	07/06/2010	LAN001	Cletus Landa	75.00	0
6717	07/06/2010	LEA004	Law Enforcement Associates Inc.	1,295.00	0
6718	07/06/2010	LEA002	League of MN Cities	84,736.65	0
6719	07/06/2010	LJB001	Liberty Business Systems	73.59	0
6720	07/06/2010	LUN001	Luneth Plumbing & Heating	247.50	0
6721	07/06/2010	LYN002	Gladwin Lynne	32.05	0
6722	07/06/2010	M&W001	M&W Services	4,627.03	0
6723	07/06/2010	MAR001	Marco Inc	285.83	0
6724	07/06/2010	MEN001	Menards	26.67	0
6725	07/06/2010	MIC001	Micro-Marketing LLC	291.35	0
6726	07/06/2010	MID003	Midcontinent Communications	797.47	0
6727	07/06/2010	MID005	Midwest Playscapes	1,687.17	0
6728	07/06/2010	MIK001	Mike's Pizza	96.73	0
6729	07/06/2010	MNC005	MN County Attorney's Association	50.77	0
6730	07/06/2010	MND003	MN Dept of Labor & Industry	40.00	0
6731	07/06/2010	MND006	VOID****VOID****VOID*** MN I	242.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6732	07/06/2010	MNP003	MN Pollution Control Agency	0.00	0
6733	07/06/2010	DWI001	Dwight Moses	125.00	0
6734	07/06/2010	NAT002	Nate's Canopy-Tent Rental	150.00	0
6735	07/06/2010	NEL007	Bruce Nelson	65.00	0
6736	07/06/2010	NEW001	Newman Signs	326.74	0
6737	07/06/2010	NFP001	NFFPA	150.00	0
6738	07/06/2010	NOR004	Northern Plumbing Supply	26.77	0
6739	07/06/2010	NWC001	Aaron Gothberg NWC ND Inc.	200.00	0
6740	07/06/2010	ORE001	O'Reilly Auto Parts	1,741.57	0
6741	07/06/2010	ODL001	Odland Fitzgerald Reynolds & Harbot	428.00	0
6742	07/06/2010	OPP001	Opp Construction	273,978.43	0
6743	07/06/2010	ORC002	Richard Orchard	120.95	0
6744	07/06/2010	OTI001	Otis Elevator Company	1,934.24	0
6745	07/06/2010	PAM001	Pamida	49.28	0
6746	07/06/2010	PAU005	Paul Larson Construction	1,235.50	0
6747	07/06/2010	POW001	Power Equipment Shop	89.78	0
6748	07/06/2010	PRA001	Praxair Distribution	21.76	0
6749	07/06/2010	PRJ002	Linda Pritchett	135.00	0
6750	07/06/2010	QUI001	Quill Corp	432.19	0
6751	07/06/2010	QWE001	Qwest	2,020.45	0
6752	07/06/2010	RDO001	RDO Powerplan OIB	2,165.10	0
6753	07/06/2010	RED001	Red River Snowmobile Club	1,881.38	0
6754	07/06/2010	ZAV001	RJ Zavoral & Sons	87,055.65	0
6755	07/06/2010	RMB001	RMB Environmental Lab Inc	43.00	0
6756	07/06/2010	ROB002	Bert Roberts	25.00	0
6757	07/06/2010	ROG001	Rogers Construction	4,518.90	0
6758	07/06/2010	ROT001	Roto Rooter	3,375.00	0
6759	07/06/2010	SST001	S&S Towing & Repair	94.43	0
6760	07/06/2010	S&S001	S&S Worldwide	90.98	0
6761	07/06/2010	SAF002	Safety Kleen Corp	416.44	0
6762	07/06/2010	SKI001	Skinner Roofing	3,270.00	0
6763	07/06/2010	SPR003	Spruce Valley Corporation	108,509.45	0
6764	07/06/2010	STA004	Lynn Stauss	174.00	0
6765	07/06/2010	STE001	Stennes Granite	1,425.00	0
6766	07/06/2010	STI001	Sticky Construction Inc	1,440.00	0
6767	07/06/2010	STO001	Stone's Mobile Radio Inc	11.55	0
6768	07/06/2010	STA005	Strata Corp	83,229.15	0
6769	07/06/2010	STR003	Streichers	445.22	0
6770	07/06/2010	STU001	Stuart's Towing	106.88	0
6771	07/06/2010	SUR002	Surface Specialists of NW Minnesota	395.00	0
6772	07/06/2010	SWA002	Swanston Equipment Corporation	2,713.13	0
6773	07/06/2010	THA001	Thane Hawkins Polar Chevrolet	26,793.35	0
6774	07/06/2010	TRF001	Thief River Falls Baseball Association	175.00	0
6775	07/06/2010	McD002	Thomas McDonald and Brenda McDo	5,000.00	0
6776	07/06/2010	TIG001	Tiger Direct.com	1,687.04	0
6777	07/06/2010	TIM001	Tim Shea's Nursery & Landscaping	390.00	0
6778	07/06/2010	TIT001	Titan Machinery	523.52	0
6779	07/06/2010	TON003	Tony Doom Supply Co. Inc.	115.53	0
6780	07/06/2010	TRU001	True Temp	651.45	0
6781	07/06/2010	ULT001	Ultramax	592.00	0
6782	07/06/2010	UNI011	United Business Solutions Inc.	499.98	0
6783	07/06/2010	UNI010	United States Plastic Corp.	378.56	0
6784	07/06/2010	UPB001	UpBeat Inc.	4,469.19	0
6785	07/06/2010	UPS001	UPS	11.86	0
6786	07/06/2010	USB003	US Bearings & Drives	252.67	0
6787	07/06/2010	USD002	USDA Rural Development	30,843.34	0
6788	07/06/2010	USP002	USPS Postmaster	250.00	0
6789	07/06/2010	VAL002	Valley Truck	1,217.79	0
6790	07/06/2010	VFW001	VFW Club	1,540.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6791	07/06/2010	VIL001	Vilandre Heating & A/C	190.31	0
6792	07/06/2010	WAG002	Wagner Construction	165,237.40	0
6793	07/06/2010	WAT001	Water & Light Department	18,836.72	0
6794	07/06/2010	WEB002	James Weber	20.13	0
6795	07/06/2010	WIZ001	Wizard's Enterprises Inc.	490.00	0
6796	07/06/2010	XCE001	Xcel Energy	958.37	0
6797	07/06/2010	ZEE001	Zee Medical Service	119.33	0
				1,087,359.04	
Check Total:					