

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
DECEMBER 7, 2010
7:00 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 November 16, 2010.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 23, 2010.

SCHEDULED BID LETTINGS:

3. Consider approving the request to award the base bid for “2011 Assessment Job No.2 - Industrial Park” to FS Engineering for the total bid price of \$102,000.00.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

4. Consider approving the following Taxi Cab License Renewal:
 - a. S&S Towing and Repair/Mike Swala, 300 2nd Ave NE, East Grand Forks, MN 56721.
5. Consider approving the application for a special event license for the Red River Sled Dog Derby for starting February 19, 2010 at 1:00 pm and ending February 20, 2010 at 1:00 pm.

6. Consider approving the application for an Exempt Gambling Permit for a raffle for Our Saviors Lutheran Church to be held January 30, 2011 at Our Saviors Lutheran Church, 1515 5th Ave. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
7. Consider approving the application to conduct off-site gambling for a raffle for the East Grand Forks Blueline Club to be held December 15, 2010 at the American Legion, 1009 Central Ave., East Grand Forks, MN 56721.
8. Consider approving the request to remodel the dispatch area in the Police Department and approve the quote from GW & Sons Construction Inc. for a total amount of \$28,400.00.
9. Consider approving the quote for City Hall Window Shades to Decorating Concepts for the total amount of \$46,720.00.
10. Consider approving the Lutheran Social Services (LSS) Senior Nutrition Program Site Use Agreement for the East Grand Forks Senior Center and authorize the City Administrator/Clerk-Treasurer to sign on behalf of the City.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

11. Regular meeting minutes of the Water, Light, Power and Building Commission for October 7, 2010.
12. Regular meeting minutes of the Water, Light, Power and Building Commission for November 4, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

13. Consider adopting Resolution No. 10-12-123 amending the Figure Skating fees for the 2011-2012 skating season.
14. Consider adopting Resolution No. 10-12-124 approving the 2011 Budget and to authorize specific financial related activities.
15. Consider adopting Resolution No. 10-12-125 approving the 2010 Tax Levy, Collectable in 2011.

CLAIMS:

16. Consider adopting Resolution No. 10-12-126 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 8070 for a total of \$1,682.21 whereas Council Member Gregoire is personally interested financially in the contract.

17. Consider adopting Resolution No. 10-12-127 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank for the goods referenced in check number 8106 for a total of \$2,011.16 whereas Council Member Buckalew is personally interested financially in the contract.
18. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

Work Session – December 14, 2010 – 5:00 PM – Training Room

Regular Meeting – December 21, 2010 – 5:00 PM – Council Chambers

Work Session – December 28, 2010 – 5:00 PM – Training Room

**UNAPPROVED MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, NOVEMBER 16, 2010 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for November 16, 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 (5:04), Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Dan Boyce, Water and Light Superintendent; Greg Boppre, City Engineer; Nancy Ellis, Planning & Zoning; 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 Teri Kouba GF EGF MPO.

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.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 4, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “REGULAR MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF NOVEMBER 4, 2010.

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

Voting Nay: None.

2. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of November 9, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “SPECIAL MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF NOVEMBER 9, 2010.

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

Voting Nay: None.

3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 9, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “WORK SESSION” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF NOVEMBER 9, 2010.

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS:

4. Public Hearing to consider adopting Resolution number 10-11-111 approving the adoption of assessment roll #317 for 2009 Assessment Job No.2 – Paving 17th Ave SE, S 13th St SE for a total assessment amount of \$90,558.67.

Mr. Boppre briefly described the project and the roll. No other public comments.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO CLOSE THE PUBLIC HEARING AND ADOPT RESOLUTION NO. 10-11-111 A RESOLUTION APPROVING THE ADOPTION OF ASSESSMENT ROLL #317 FOR 2009 ASSESSMENT JOB NO.2 – PAVING 17TH AVE SE, S 13TH ST SE FOR A TOTAL ASSESSMENT AMOUNT OF \$90,558.67.

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

Voting Nay: None.

5. Public Hearing approving Resolution number 10-11-112 approving the adoption of assessment roll #318 for 2009 Assessment Job No.4 – Paving 20th Ave SE and 13th St SE for a total assessment amount of \$446,624.07.

Mr. Boppre explained the project. The preliminary assessment hearing was heard in late 2009. The project cost was lower than estimated, so the final assessment would be lower. Mr. Boppre addressed the five concerns from a letter sent to the City Council from residents who receive end benefits under the project.

Warren Strandell, 2024 10th St. SE, spoke on behalf of a group of residents opposed to end benefits on the project. Mr. Strandell questioned several aspects of the city assessment policy, including that end benefits are assessed only half way down the block from the improved road. He thought that other residents in the area were getting a “free ride” based on the city’s policy.

Council President Grassel said that most residents were not getting a free ride. Most residents paid assessments on 10th Street. And, sometimes there is only one assessment.

Council Member Leigh said that the City should look at the current assessment policy.

Council Member DeMers said that staff followed the city policy to the letter. In the past, however, Council has deviated from the policy; and that there are always exceptions. Future policies may need to address how end benefits are calculated.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO CLOSE THE PUBLIC HEARING AND ADOPT RESOLUTION NO. 10-11-112 A RESOLUTION APPROVING THE ADOPTION OF ASSESSMENT ROLL #318 FOR 2009 ASSESSMENT JOB NO.4 – PAVING 20TH AVE SE AND 13TH ST SE FOR A TOTAL ASSESSMENT AMOUNT OF \$446,624.07.

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

Voting Nay: None.

6. Public Hearing approving Resolution number 10-11-113 approving the adoption of assessment roll #319 for 2008 City Project No.1 – First Lutheran Church Parking Lot Stalls for a total assessment amount of \$25,514.80.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO CLOSE THE PUBLIC HEARING AND ADOPT RESOLUTION NO. 10-11-113 A RESOLUTION APPROVING THE ADOPTION OF ASSESSMENT ROLL #319 FOR 2008 CITY PROJECT NO.1 – FIRST LUTHERAN CHURCH PARKING LOT STALLS FOR A TOTAL ASSESSMENT AMOUNT OF \$25,514.80.

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

Voting Nay: 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.

7. Consider awarding the Paratransit and Senior Rider contract to Grand Forks Taxi and the proposed option.
8. Consider approving the request to submit the East Grand Forks studies in priority order to Metropolitan Planning Organization for inclusion in 11-12 Unified Planning Work Program.
9. Consider approving Resolution number 10-11-114 approving the re-adoption of assessment roll #316 for 2010 Assessment Job No.1 – Paving Laurel Drive – Point of Woods 5th Addition for a total assessment of \$220,096.17.
10. Consider approving Resolution number 10-11-115 authorizing the City of East Grand Forks' Clerk-Treasurer to make transfers for budget year 2010.
11. Consider approving Resolution number 10-11-116 to allow the Library to take advantage of available grant money to make needed expenditures. The amended budget expenditures were funded by the related grants.
12. Consider approving the lease agreement with Independent school district No. 595, East Grand Forks, Minnesota to the Civic Recreation Center and the VFW Arena for the 2010-2011 school year at the cost of \$93,500.00.
13. Consider adopting Resolution No. 10-11-117 authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2011 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2010 real estate taxes.
14. Consider adopting Resolution No. 10-11-118 authorizing the City Council to order that the stated costs beginning on January 1, 2011 for sidewalk replacement on the listed properties be certified to the County Auditor for collection with the 2011 real estate taxes.
15. Consider adopting Resolution No. 10-11-119 a Resolution certifying the following delinquent utility account to the County Auditor:
 - a. Steve Etienne, 1600 10th St. SE, \$258.48
 - b. Mike Ogren, 2603 Hwy 2, \$261.59
 - c. Bruce Watkins, 2609 Hwy 2, \$42.71

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO APPROVE CONSENT MOTIONS NUMBER SEVEN (7) THROUGH FIFTEEN (15) AS SUBMITTED.

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

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

16. Regular meeting minutes of the Water, Light, Power and Building Commission for October 21, 2010.

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

17. Consider adopting Resolution number 10-11-122 to approve the modification to the multi-unit account charge for the Rescue Unit Fee for the city of East Grand Forks, Minnesota.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADOPTING RESOLUTION NUMBER 10-11-122 APPROVING THE MODIFICATION TO THE MULTI-UNIT ACCOUNT CHARGE FOR THE RESCUE UNIT FEE FOR THE CITY OF EAST GRAND FORKS, MINNESOTA.

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

Voting Nay: None.

18. Consider approving the Teamsters, Local No. 120 Labor Agreement from January 1, 2010 through December 31, 2012; and the Memorandum of Understanding thru December 31, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE TEAMSTERS, LOCAL NO. 120 LABOR AGREEMENT FROM JANUARY 1, 2010 THROUGH DECEMBER 31, 2012; AND THE MEMORANDUM OF UNDERSTANDING THRU DECEMBER 31, 2010.

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

Voting Nay: None.

19. Consider approving the utility easement agreement between the City and the State of Minnesota on behalf of Northland Community and Technical College (NCTC), East Grand Forks to install the three phase cable on the north end near NCTC.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE UTILITY EASEMENT AGREEMENT BETWEEN THE CITY AND THE STATE OF MINNESOTA ON BEHALF OF NORTHLAND COMMUNITY AND TECHNICAL COLLEGE (NCTC), EAST GRAND FORKS TO INSTALL THE THREE PHASE CABLE ON THE NORTH END NEAR NCTC.

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

Voting Nay: None.

CLAIMS:

20. Consider adopting Resolution No. 10-11-120 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 7974 for a total of \$1,249.79 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-11-120 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 7974 FOR A TOTAL OF \$1,249.79 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Tweten, and Gregoire.
Voting Nay: None.
Abstain: Buckalew.

21. Consider adopting Resolution No. 10-11-121 a Resolution authorizing the City of East Grand Forks to approve purchases from Bert’s Truck Equipment the goods referenced in check number 7936 for a total of \$14,883.61 whereas Council Member Gregoire is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-11-121 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM BERT’S TRUCK EQUIPMENT THE GOODS REFERENCED IN CHECK NUMBER 7936 FOR A TOTAL OF \$14,883.61 WHEREAS COUNCIL MEMBER GREGOIRE IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, and Tweten.
Voting Nay: None.
Abstain: Gregoire.

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

Acme Electric Companies	Shop Supplies/Tools	\$1,054.73
Aker Dave	Reimb/Meals/Mileage/Bloomington	\$583.00
Albrecht Manufacturing	Repairs/Weld #117/#114/Wing Push Bar	\$938.36
American Tire Service	Flat Repair #157	\$54.25
American Tire Service Inc	Tires #543/545/546/548	\$2,317.94
Ameripride Linen & Apparel Services	Cleaning Services/Supplies	\$226.03
Anderson Marcy	Refund FS Fees	\$155.00
Anderson Robert	Paint Gate At Green Site	\$250.00
Aqua Water Solutions	Water Service	\$38.85
Bert's Truck Equipment	New Sander Box/Hyd Filter Head #104/Cutting Edge #173	\$14,883.61
Border States Electric Supply	Bulbs/Lamps/Filler Plate	\$286.78
Border States Trophy & Awards	Rec Skate Buttons	\$330.93
Bruce Jay	Phone Reimb/Clean Demers Bldg	\$106.74
C&R Laundry & Cleaners	Dry Cleaning / PD/FD	\$287.22
Carquest Auto Parts	Repairs #104/Main Gear Box Oil Filters	\$99.16

Carrot Top Industries Inc	US & MIA Flags	\$182.62
Cash Donald Scott	Oct 2010 Dial-A-Ride & Senior Rider	\$3,447.36
Cole Papers Inc	Laundry Det/Cleaning Supplies	\$474.55
Creative Product Source Inc	Stick On Badges	\$131.22
Crookston City	Safe & Sober/Labor Day/October Wave	\$1,916.04
Diamond Cleaning Supply Richard Papenfuss	Round Up/Shop Supplies	\$347.88
Dragich Mark	Meal Reimb/Minneapolis	\$156.00
East Side Travel Plaza	Propane	\$28.80
Emergency Apparatus Maintenance Inc	Pump Test	\$1,620.65
Environmental Equipment	Hopper Transition #114	\$625.64
Erickson-Spokely Linda	Reimb Mileage/Crookston	\$25.00
Explorer Post #38	Squad Car Cleaning	\$50.00
Exponent	FD Job Ad/09 AJ2,09 AJ4, 08 CP1 Public Hearing Notice	\$1,091.09
Filter Care	Washed Filters	\$104.31
Flaherty & Hood PA	Teamster Negotiations	\$72.33
Foxit Corporation	PDF Software	\$436.00
G&K Services	Mats	\$241.95
Gaffaneys	Ink	\$90.79
Galstad Jensen & McCann PA	Professional Services	\$9,501.25
Garden Hut Inc	Gasket Hydro Trans #137	\$7.58
George's Quick Printing	PD Logo Envelopes/Permit Signs	\$285.36
GF City Utility Billing	Landfill Disposal Charges Oct 2010	\$14,817.45
GF Herald	Home Improvement Section	\$609.00
GF Welding & Machine	Iron #120	\$6.41
Godfathers Exterminating Inc	Sunshine Terrace	\$133.59
Gompf Displays	Flagpole	\$1,271.81
Gopher State Lawn Sprinklers	River St. Sprinklers	\$118.01
Grand Cities Towing	Towing	\$100.00
Greenberg Roofing	VFW Roof Repair	\$6,757.00
Gulbranson Dale	Boot Allowance	\$75.00
H&S Construction	Repair 10th St NE	\$3,660.00
Hajicek Rick	Cleaning 10/25/10 - 11/5/10	\$285.00
Hardware Hank	Misc Supplies	\$1,249.79
Heartland Paper	Soap/Cleaner/Paper Towels	\$219.15
Hugo's	Supplies/Acct End 0821	\$79.76
Integra Telecom	LD Phone	\$151.41
Integrated Process Solutions Inc	Installation Of New Transmitter/Check Lift 15	\$2,192.82
JobsHQ	Wanted Ad/FD	\$1,165.17
Johnson Catherine	Reimb Meal/Mileage Naturalist Meeting	\$182.37
Kellermeyer Building Service	Cleaning Services	\$2,671.88
Kelly Services	Temp Services	\$637.00
League of MN Cities	MCSC Contributions	\$565.00
Leisureland RV	Trailer Breakaway Cable & Switch #221	\$24.93

Lithia Payment Processing	#541 Front End Alignment & Tire Check	\$266.04
Lumber Mart	Oak Boards #104	\$39.27
Marco	Copier Maint	\$85.54
McDonald's of EGF	Prisoner Meals	\$62.16
Metropolitan Planning Organization	Planning/Transit Hours Sept 2010/Local Share Sept 2010	\$8,073.79
Mike's Pizza	State Aid Task Force Meeting	\$55.08
Newman Signs	Sign Rental	\$1,580.00
Northern Plumbing Supply	Maint Supplies	\$14.89
O'Reilly Auto Parts	Maint Supplies/Inventory	\$392.52
Odland Fitzgerald Reynolds & Harbott PLLP	First Appearances	\$360.00
Olson Chris	Reimb Meals/Bemidji	\$12.00
Opp Construction	Striping 5th St NE/Repair 3rd & 4th Ave/7th St & Bygland Rd	\$28,390.00
Pamida	Paper Towels/Cust ID 02790447	\$14.96
Pape Nicole	Refund/Cooper Basic Hockey	\$65.00
Party America Corp Offices	Placemats/Acct # 40401114	\$42.61
Paul Grzadzieleski	Stump Removal	\$823.00
Peterson Veterinarian Clinic P.C.	Oct 2010 Pound Report	\$427.50
Polk County Recorder	Registration Tax & Recording Fee DPA Loan/C. Coquette	\$56.35
Polk County Sheriff's Office	Safe & Sober/October Wave/Labor Day	\$1,646.50
Praxair Distribution	Cylinder Rental	\$19.08
Premium Waters Inc	Water Service	\$78.62
Quill Corp	Supplies	\$97.57
Quirk Michelle	Reimb Mileage/Crookston	\$25.00
Quirk Mike	Reimb Mileage/Crookston	\$25.00
Qwest	Phone Service	\$382.30
RDO Powerplan OIB	Adjust Hyd Circuit Relief Valve	\$397.80
Richter James	Reimb Board Meals	\$64.75
Rotary Club of East Grand Forks	Rotary Dues/Oct-Dec 2010	\$100.00
Rydell Chevrolet	Remote Transmitter & Ign Keys #511	\$310.04
S&S Landscaping	Erosion Control Straw Wattle	\$214.50
Schumacher Todd	Coaches Clinic	\$50.00
Skala Larry	Tree Removal	\$2,301.00
Skinner Roofing	Repair Roof	\$172.00
Stennes Granite	5/Openings & Closings	\$2,375.00
Stone's Mobile Radio Inc	Portable Radio Repair	\$92.12
Streichers	Jacket(Hart)	\$235.99
Stuart's Towing	Towing	\$30.00
Sun Dot Communications	ADSL/DSL Internet	\$265.48
Sunshine Terrace	Laundry Money/July - Dec 2010	\$300.00
Swang Mike	Reimb Meal/Mileage/TZD Conf/St.Paul	\$76.00
The Retrofit Companies Inc	Electric Clean Up	\$1,766.12
Titan Access Account	Inv	\$100.69
True Temp	Replace Gas Regulator	\$1,009.57

Vilandre Heating & A/C	Repair Floor Heat/Boiler Line	\$453.17
Wagner's Landscaping	10 CP 7 Campground Improv/Trees	\$13,883.25
Wald Ronald	Straw Bales	\$50.00
Waste Mgmt	Monthly Services	\$42,085.55
Water & Light Department	Phone/Monthly Services	\$36,088.80
WDAZ TV	Fall Clean Up Ad	\$322.00
Xcel Energy	Monthly Services	\$2,017.89
Xerox Corporation	Copier Fee	\$21.79
	Total	<u>\$227,239.86</u>

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss reported on the fall conference of the Coalition of Greater Minnesota Cities. He plans to meet with new Legislators as quickly as possible.

Council Member DeMers reiterated that the council and others should speak with Legislators at every possible opportunity to educate them on LGA and other city issues.

Council Member Buckalew gave a "belated" congratulations to Council President Grassel and Vice President Tweten on their re-elections.

Council Member Tweten said that he hoped the economy improves and that the Legislature recognizes LGA. He also discussed budget plans of Northland Technical and Community College to move its auto service program from East Grand Forks to the Thief River Falls campus.

Council Member Pokrzywinski condemned a reported "closed meeting" in which certain city officials from Fargo and Moorhead discussed flood issues without media access or access by other council members in both cities.

Council President Grassel also emphasized contact with legislators and said that "we would be in good shape" if the city received restored LGA.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE NOVEMBER 16, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:38 P.M.

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

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED
MINUTES OF THE
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, NOVEMBER 23, 2010 – 5:00 PM**

CALL TO ORDER

The Work Session of the East Grand Forks City Council for November 23, 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:, Council President Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Craig Buckalew (5:07 pm), Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT

Bonnie Abel, Customer & Enegy Manager; Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM

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

Mr. Boppre stated that the City and ISD#595 has been discussing adding a girls locker room to the Civic Center. Two options were selected: Option #1 – Northeast Addition for \$517,840. Option #3 – Under the west bleachers for \$317,520. Council Member Leigh stated that he is in favor for the locker room but is unsure on how it would be paid. Council Member Gregoire suggested scaling down the project and look at clubs and organizations for possible fundraisers/donations. Mr. Boppre announced that the school has \$240,000 available. Discussion occurred regarding funding options. Council Member Buckalew stated that if the girls are not going to practice and play games at the Civic Center, would this be feasible. Council President Grassel suggested sitting down with the School Board, Booster Club, and the Blue Line Club at the next City Council Work Session.

2. 2011 Assessment Job No. 1 – Paving 14th Ave SE –Report of Feasibility – Greg Boppre

Mr. Boppre and Council Member DeMers met with the residents to voice their concern to have the road improved. The following options were discussed: a) do nothing. b) construct the west half of the road. c) construct the entire road with the City and Township funding the east half but the Township has stated that they will not fund this street. Council Vice President Tweten stated that he would suggest going with option “b”. He does not want to use City funds to pave the east half. Council Member DeMers announced that the ½ street may cause drainage problems and the beet truck traffic would damage the ½

street as well. He suggested that if the City chooses not to provide funding for the other half, the City should not pave at all. Council Member Leigh stated that the City needs to fix existing streets. Council Member Pokrzywinski suggested asking the residents to pay more for the road. Mr. Boppre suggested holding a public hearing and invite the township board.

3. 2011 Assessment Job No.2 - Industrial Park - Scott Huizenga

Mr. Huizenga stated that this agreement is identical to our current agreement, we are just amending it to include the Industrial Park project. This item will be referred to Council for action.

4. Dispatch Remodel Project – Michael Hedlund

Chief Hedlund announced that the Police Department Dispatch Center is in need of technology updates and physical remodeling to enhance the operability of the center and the professionalism of its appearance. He received one proposal from G.W. & Sons Construction Inc. in the amount of \$28,400.00. This item will be referred to City Council for action.

5. City Hall Window Shades – Scott Huizenga & Bonnie Abel

Mr. Huizenga stated that Ms Abel provided a proposal to install energy-efficient window shades in City Hall to provide energy savings. The total proposal on the low bid is \$46,720 with installation. The Water and Light Department City Conservation Fund would contribute \$25,000 and the Building Maintenance Fund would finance the remaining \$21,720. The energy payback on the City portion is 8.93 years. This item will be referred to City Council for action.

6. 2011 Proposed Budget – Scott Huizenga

Mr. Huizenga announced that the Council will adopt the final budget on December 7th at 7:00 pm. The final proposed levy recommends a 4.4 percent increase on the levy. Mr. Huizenga suggested the following reductions – Administrative Changes, Projected Surplus, Water & Light Civic Center Loan, Increased Figure Skating Fees, and Fall Cleanup. Council Member Buckalew didn't feel paying zero on the Water & Light Loan was right so he suggested raising the levy 5%. Council Member Pokrzywinski suggested lowering the surplus to allow the City to pay the loan.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE NOVEMBER 23, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:12 P.M.

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

Voting Nay: None.

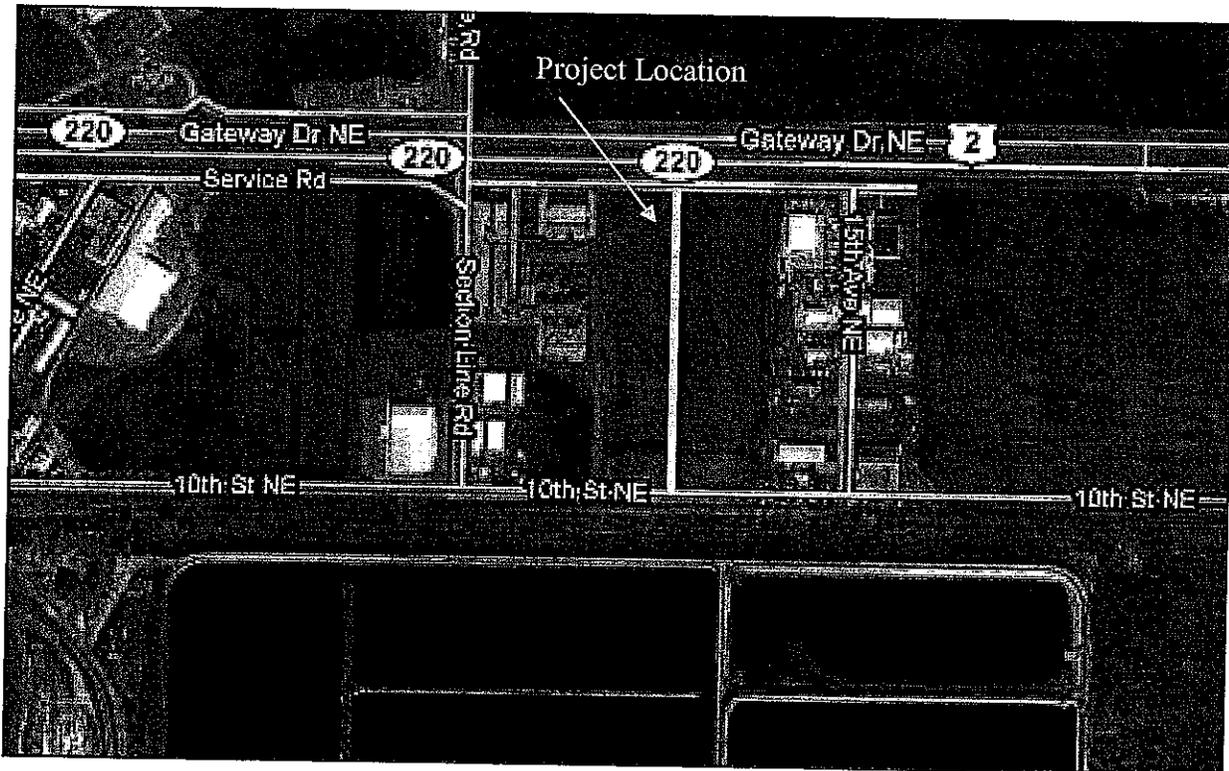
Scott Huizenga, City Administrator/Clerk-Treasurer

Time Schedule

Our proposed time schedule for this project is as follows:

- FS Engineering to complete plans and specifications from November 2010 through January 2011.
- FS Engineering will submit plans and specs to the EDA and coordinate with that agency to ensure approval of the project. The MN Pollution Control Agency and MN Department of Health will also be consulted due to the inclusion of stormsewer and watermain in the proposed project.
- Once EDA approval is obtained, the project can be advertised and bid. Estimated timeframe: Early Spring of 2011.
- We are proposing that construction of the project be divided into two phases:
 - Phase I - May 2011 - September 2011. The first phase will include the construction of all utilities, curb and gutter, and a gravel base for a roadway.
 - Phase II - May 2012 - August 2012. Paving of the project will be completed during Phase II.

We are suggesting a two phase project, because our experience with the soils in this region, along with weather conditions, has shown that a considerable amount of settlement can occur after a project is complete. It is preferable to let the utility work go through one freeze/thaw cycle before paving to reduce the impacts of settlement.





Fee Structure

Our proposed fee structure for the Industrial Park Infrastructure Project is as follows:

- Engineering Fees for completing plans and specifications - \$68,000.00
- Project Inspection Fees - \$34,000.00

Total Proposed Fees: \$102,000

AMENDMENT NO. 1

TO

STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND ENGINEER

FOR PROFESSIONAL SERVICES

1. Background Data

- A. Effective Date of Owner – Engineer Agreement: December 7, 2010
- B. Owner: City of East Grand Forks
- C. Engineer: FS Engineering
- D. Project: 2011 Assessment Job No. 2 – Utilities Industrial Park

2. Nature of Amendment

- A. Exhibit A, "ENGINEER's Services," consisting of 8 pages.
- B. Exhibit B, "Owner's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 4 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 5 pages.

3. Description of Modifications

Provide Engineering, Construction & Surveying Services for utilities and street construction for 13th Ave NE in the Industrial Park.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 7, 2010.

OWNER: City of East Grand Forks

ENGINEER: Floan-Sanders, Inc.

By: Lynn Stauss

By: Greg Boppre

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

This is **EXHIBIT A**, consisting of 8 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between OWNER and ENGINEER
for Professional Services** dated
December 7, 2010.

Initial:

OWNER _____
ENGINEER _____

ENGINEER'S SERVICES

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

PART 1 – BASIC SERVICES

A.1.01 Study and Report Phase – Work Completed

A.1.02 Preliminary Design Phase

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

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

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

A.1.03 *Final Design Phase*

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

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

A.1.04 *Bidding or Negotiating Phase*

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

A.1.05 *Construction Phase*

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

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

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

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

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

14. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

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

15. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and the annotated record documents which

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

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

A.1.06 *Post-Construction Phase*

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

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2010.

Owner's Responsibilities

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

B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2.01.O and P.
- Q. Perform or provide the following additional services:
 - i. Owner to provide soil exploration and compensation for such shall be Two Thousand dollars (\$2,000.00)

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

This is **EXHIBIT C**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2010.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C.2.01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. For services performed or furnished under paragraphs A.1.02 through A.1.06 (excluding the services of the Resident Project Representative), the Lump Sum amount of Sixty Eight Thousand Dollars (\$68,000.00).
 2. The Lump Sum compensation for services performed or furnished under paragraphs A.1.02 through A.1.06 shall be payable as follows:
 - a. A sum which equals 30 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, above, after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency, if required).
 - b. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a, equals 50 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after the Final Design Phase documents are completed and submitted to Owner and Agency.
 - c. A sum which, together with the compensation provided under paragraph C.2.01.A.3.a and b, equals 70 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2, after Final Design Phase services are considered complete as defined in Exhibit A.
 - d. A sum which, together with the compensation provided in paragraphs C.2.01.A.3.a, b, and c, equals 80 percent of the Lump Sum compensation payable under paragraph

C.2.01.A.2, after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A.

- e. A sum equal to 15 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2 will be paid for general engineering review of the Contractor's Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s). Payments will be made on a monthly basis. However, payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C.2.01.A.3.a through C.2.01.A.3.e will equal 95 percent of the Lump Sum amount stipulated in paragraph C.2.01.A.2.
- f. A final payment which, together with the compensation provided in paragraphs C.2.01.A.3.a through C.2.01.A.3.e, equals 100 percent of the Lump Sum compensation payable under paragraph C.2.01.A.2. shall be made when it is determined that all services required under paragraphs A.1.02 through A.1.05 have been completed. Such payment includes payment for Post-Construction Phase services under paragraph A.1.06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

B. Period of Service. The compensation amount stipulated in paragraph C.2.01.A.2 is conditioned on a period of service not exceeding 20 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

C.2.02 [Not Used]

C.2.03 [Not Used]

SUGGESTED FORMAT
(for use with E-510, 2002 Edition)

C.2.04 *Compensation For Resident Project Representative Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$33,000.00 based upon Contract Times as set forth herein.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C.2.01, and are directly related to the provision of Resident Project Representative Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a Factor of 10%.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 12/10) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment Under this Paragraph C.2.04

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 10%.

2. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. Estimated Compensation Amounts
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. Engineer is responsible for monitoring charges generated under this Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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

Initial:

OWNER _____
ENGINEER _____

STANDARD HOURLY RATES SCHEDULE

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

PERSONNEL	2010	2011	2012
1. ENGINEERS			
A. Principal Engineer	\$ 96.00	\$ 99.00	\$104.00
B. Professional Engineer	\$ 79.00	\$ 82.00	\$ 85.00
C. Engineer II	\$ 72.00	\$ 74.00	\$ 77.00
D. Engineer I	\$ 69.00	\$ 70.00	\$ 72.00
2. SURVEYORS - INSPECTORS - DRAFTSMEN			
B. Registered Land Surveyor II	\$ 89.00	\$ 92.00	\$ 95.00
Registered Land Surveyor I	\$ 70.00	\$ 71.00	\$ 73.00
Inspector, Eng. Technician, Draftsman V	\$ 72.00	\$ 74.00	\$ 76.00
C. Inspector, Eng. Technician, Draftsman IV	\$ 66.00	\$ 67.00	\$ 69.00
Inspector, Eng. Technician, Draftsman III	\$ 55.00	\$ 56.00	\$ 57.00
Inspector, Eng. Technician, Draftsman II	\$ 47.00	\$ 48.00	\$ 49.00
Inspector, Eng. Technician, Draftsman I	\$ 41.00	\$ 42.00	\$ 43.00
D. Field Assistant	\$ 27.00	\$ 27.00	\$ 28.00
3. CLERICAL			
	\$ 30.00	\$ 30.00	\$ 31.00
4. CHARGEABLE EXPENSES			
Subsistence at actual cost			
Travel Vehicles		Government Rate per mile	
Survey Vehicles		Government Rate per mile	
Outside Consultants		Actual Cost + 10%	
RTK GPS Survey Equipment		\$50.00 per hour	
Boat/Snowmobile/Ranger All Terrain Vehicle		\$75.00 per day	
Air Travel		Actual Cost	
Meals and Lodging		Actual Cost	
Reproducible Copies (Mylar)		\$1.75 sq. ft.	
Reproducible Copies (Paper)		\$0.40 sq. ft.	

Long Distance Telephone, Facsimile, and any but ordinary first class postage at actual cost.

Cost for surveying materials, drafting materials required for the job at actual cost plus 25%.

This is **EXHIBIT D**, consisting of 5 pages,
referred to in and part of **Amendment No. 1 to the
Agreement between Owner and Engineer for
Professional Services** dated December 7, 2010.

Initial:

OWNER _____
ENGINEER _____

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

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

D6.02 Resident Project Representative

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

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

2. *Schedules:*

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

3. *Conferences and Meetings:*

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

4. *Liaison:*

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

5. *Interpretation of Contract Documents:*

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

6. *Shop Drawings and Samples:*

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

7. *Modifications:*

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

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

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

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

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

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports,

Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

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

11. Reports:

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

12. *Payment Requests:*

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

13. *Certificates, Operation and Maintenance Manuals:*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to

the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. Completion:

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

D. Resident Project Representative shall not:

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

Date: December 10, 2010

Mr. Jerry Figliulo, Project Engineer
U.S. Department of Commerce
Economic Development Administration
Chicago Regional Office
111 N. Canal Street, Suite 855
Chicago, IL 60606-7204

Re: EDA Award Number: 06-01-05577
East Grand Forks, MN

Subject: **A/E CONTRACT**

Dear Mr. Figliulo:

Enclosed, please find the executed Architect/Engineer's contract between the City of East Grand Forks and the firm of FS Engineering. The firm was selected in accordance with the procurement standards set forth in *(either)* 15 CFR Part 24 *(or)* 15 CFR Part 14, and according to the EDA publication "Summary of EDA Construction Standards."

The Architect/Engineer's fee for basic services is a fixed price. It is understood that the use of the cost-plus-a-percentage-of-cost and percentage of construction cost forms of compensation are not eligible for EDA participation.

Please review the contract, sign below indicating EDA's acceptance, and email a copy of this letter for our records to our project/grant administrator at shuizenga@eastgrandforks.net.

Should you require additional information please contact Mr. Scott Huizenga at (218) 773-2483.

Sincerely,

Authorized Representative
Title

EDA Concurrence:

Mr. Jerry Figliulo
EDA Project Engineer

Date

**ECONOMIC DEVELOPMENT ADMINISTRATION
CHECKLIST FOR ARCHITECT/ENGINEER CONTRACTS**

EDA Award Number: 06-01-05577 Date: December 10, 2010

Recipient: City of East Grand Forks, MN

Recipient's Authorized Representative: Mr. Scott Huizenga 218-773-2483
Name & Phone Number

Y N N/A

- The Recipient has written procurement procedures with which the Architect/Engineer (A/E) contract has been found to be in compliance.
- The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.
- Requests for proposals were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for proposals was honored to the maximum extent practical.
- Proposals were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources). If less than 3 qualified proposals were secured, attach an explanation to this document.
- The Recipient has a method for conducting technical evaluations of proposals received and for selecting the best proposal, price and other factors considered.
- The Recipient determined the responsible firm whose proposal was most advantageous to the program, with price and other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.
- The A/E agreement provides for all services required by the Recipient for the planning, design and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard procurement documents.
- The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable).

Y N N/A

The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation).

The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as-built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.

The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for grant participation by the EDA if they:

- a. Do not duplicate charges for services provided for in the basic fee;
- b. Are a proper charge against the project cost; and
- c. Are reasonable for the extra services to be rendered.

Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.

If the A/E contract(s) price exceeds \$100,000 (awarded under small purchase procedures), it includes a provision to the effect that the Recipient, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the A/E (which are directly pertinent to a specific grant program) for the purpose of making an audit, examination, excerpts, and transcriptions. The Recipient shall require the A/E to maintain all required records for at least three years after the Recipient makes final payment and all pending matters are closed.

State a specific timetable in the A/E agreement for:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

1. Completing preliminary plans and associated cost estimates;
2. Completing final plans, specifications, and cost estimates;
3. Securing required State and local approvals; and
4. Completing proposed contract documents sufficient for soliciting bids.

Provide surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.

Y N N/A

- Be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.
- Supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
- Attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- Review proof of bidder's qualifications and recommend approval or disapproval.
- Submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.

The company/firm name of the Architect/Engineer is:

FS Engineering _____ +

The address of the A/E company/firm is:

1600 Central Ave NE _____ +

East Grand Forks, MN 56721 _____ +

If the Architect/Engineer will not be performing project inspection services, provide the name and address of the firm or person conducting project construction inspection services:

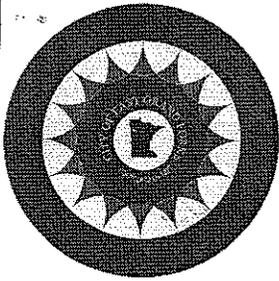
The contract price for basic A/E services is \$ 68,000.00 **+**

The contract price for other/extra A/E services is \$ 2,000.00 (geotechnical explorations) **+**

The contract price for inspection services is \$ 33,000.00 **+**

Prepared By (Signature)

Date



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 TAXI CAB LICENSE

License Fee: _____

Operating Year: _____

Applicant Information

Mike SweHLA
Applicant Name

218-773-4142
Applicant Phone Number

300 2nd Ave N.E.
Applicant Address

E.G.F MN 56721
City State Zip

1 1/2 yrs
Length of time at current address

Social Security #

50 US
Age Citizenship

OWNER
Occupation

1 1/2 yrs
Length of time at stated occupation

Addresses and occupations for the three years preceding the date of application:

Names and addresses of applicant's employers, if any, for the 3 years next preceding the date of application:

State whether or not applicant has ever been convicted of a felony, gross misdemeanor or misdemeanor, including violation of a municipal ordinance but excluding traffic violations and if so, the date and place of conviction and nature of the offense.

Date:	Place of Conviction	Nature of Offense
_____	_____	_____
_____	_____	_____
_____	_____	_____

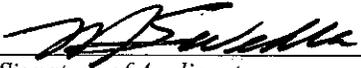
At least 4 character references if applicant has not resided in the city for 2 years next preceding the date of application:

City of East Grand Forks
Application for Taxi Cab License

Business Information	
<u>S & S TAXI</u> Business Name	<u>218-773-4142</u> Business Phone Number
<u>300 2nd Ave N.E.</u> Business Address	<u>E.G.F. MN 56701</u> City State Zip
<u>27-3366889</u> Federal Tax ID #	 MN Tax ID #

Corporate Information (if applicable)	
 Corporate Name	 Phone Number
 Corporate Address	 City State Zip

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


Signature of Applicant
MIKE SWEHLA
Print Name

11-16-10
Date
owner
Title

Mechanical Condition
Before issuing a taxicab license, the applicant shall present to the Council a certificate signed by a competent and experienced mechanic showing that the taxicab conveyance is in good mechanical condition, that it is thoroughly safe for transportation of passengers and that it is in neat and clean condition. A similar certificate may be required from time to time during the licensed period. In lieu of the certificate the Council may accept the report of the Chief of Police relative thereto.
*Provide proper a certificate or report of the Chief of Police: <input type="checkbox"/> yes <input type="checkbox"/> no

Rates & Hours of Operation
Each applicant shall file with the City Administrator, before a taxicab license is issued or renewed, a schedule of proposed maximum rates to be charged by him or her during the license period for which the application is made. The schedule of proposed maximum rates, hours of operation, or a compromise schedule of rates and hours shall be approved by the Council before granting the license. The schedule, at least 4 inches by 6 inches in size, shall be posted in a conspicuous place in the taxicab in full view of passengers riding therein. Nothing herein shall prevent a taxicab licensee from petitioning the Council for review of the rates during the license period, and the Council may likewise consider the petition and make new rates effective at any time. No taxicab licensee shall charge rates in excess of maximum rates approved by the Council.
*Provide rates & hours of operation: <input type="checkbox"/> yes <input type="checkbox"/> no

City of East Grand Forks
Application for Taxi Cab License

Insurance Requirement

Before a taxicab license is issued by the Council, and at all times effective during the licensed period, the licensee shall have and maintain public liability and bodily injury insurance in the amount of \$50,000 for any 1 person and \$100,000 for 2 or more persons injured in any 1 accident, as well as \$25,000 property damage insurance. The insurance shall cover all passengers carried by the insured licensee and shall be for public taxicab purposes.

*Provide proper insurance requirement: yes no

Internal Use Only

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

* Provide proper a certificate or report of the Chief of Police: yes no

*Provide rates & hours of operation: yes no

*Provide proper insurance requirement: yes no

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

*Application completed in full and signed: yes no

*Approved yes no License Number _____

City of East Grand Forks
Application for Taxi Cab License

Proof of Workers' Compensation Insurance Coverage

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

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

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

Insurance Company Name: _____
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

(Or)

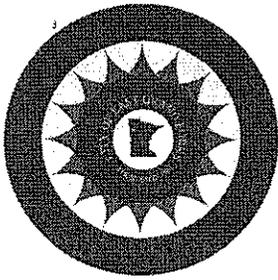
I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify)

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

Signature



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

Red River Sled Dog Derby
Organization Name

218-779-6596
Organization Phone Number

1079 HARVEST Ln. NE
Organization Address

Thompson ND 58278
City State Zip

Applicant Information

Applicant Name

Applicant Phone Number

Applicant Address

City State Zip

Special Event Information

Feb 19-20
Date of Event

1pm Feb 19
Start Time

1pm Feb 20th
End Time

Dog Sled Race Check Point
Explanation of Event

A check point where dog teams can eat and rest before

continuing on.
Route/Area of Event (include map)

Special Requests (Staff, Road Closures, Etc)

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

Nancy M. Yoshida
Signature of Applicant

17 Nov 10
Date

NANCY M. YOSHIDA
Print Name

Pres. Red River Sled Dog Derby
Title

City of East Grand Forks Map



City of East Grand Forks
Application for Special Event

Internal Use Only

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

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

*Application completed in full and signed: yes no

*Map of route is provided: yes no

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

*Event Sponsor – Release & Indemnification Agreement: yes no

*Liability Insurance: yes no

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

*Appropriate Staff: approved denied n/a

Notes: _____

Staff Signature: _____ Date: _____

*Council Approval ___/___/___ approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT
CITY OF EAST GRAND FORKS, MINNESOTA

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

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

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

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

(Special Events Holder initials here) _____

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

Participant Release and Indemnification required? YES _____ NO _____

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

City of East Grand Forks
Application for Special Event

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

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

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

(Special Events Holder initials here) _____

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

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

City of East Grand Forks
Application for Special Event

Name _____

Title _____

Signature _____

Date _____

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

Name _____

Title _____

Signature _____

Date _____

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: **Our Saviors Lutheran Church**
 Previous gambling permit number: **X-90770**

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

Mailing address: **1515 Fifth Ave. NW**
 City: **East Grand Forks** State: **MN** Zip Code: **56721** County: **Polk**

Name of chief executive officer (CEO): **Brian Tinkham**
 Daytime phone number: _____ Email address: _____

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):
Our Saviors Lutheran Church

Address (do not use PO box): **1515 5th Ave. NW**
 City: **East Grand Forks** Zip Code: **56721** County: **Polk**

Date(s) of activity (for raffles, indicate the date of the drawing):
January 30, 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 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

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

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

Print city name East Grand Forks
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 Brian Talle Date 11/29/10

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

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

To: Gambling Control Board
1711 West County Road B, Suite 100
Roseville, MN 55113

Sign here Brian + date.

Thank you so much!

Char

Recordkeeping required
Instructions will be sent with the application form available at least 30 days of the activity date, and financial report form to the applicant.

Reset Form

This form will be made available in alternate 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 qualification 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,

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

Minnesota's Department of Justice, Attorney General; Minnesota Department of Administration, Minnesota Department of Finance, Management & Budget, and Revenue; Minnesota Department of Auditor, national and international regulatory agencies; anyone pursuant to court order; other individuals and agencies 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.

Print Form

Minnesota Lawful Gambling

LG230 Application to Conduct Off-Site Gambling

No Fee

Organization name East Grand Forks Blueline License number 01656
 Address P.O. Box 125 City East Grand Forks MN Zip code 56721
 Gambling manager name Roberta Steng Daytime phone 701 7396935

Gambling Activity

1. Four off-site events are allowed each calendar year. Dates for each event, not to exceed 3 days.
Dec 15, 2010

2. Check the gambling activity that will be conducted.
 raffle pull-tabs bingo tipboards paddlewheel

Gambling Premises

3. Name of location where gambling activity will be conducted EGF American Legion
 4. Street address and city 1009 Central Ave, East Grand Forks MN
 • Do not use a post office box.
 • If no street address, write in road designations. Example: 3 miles east of Hwy 63 on County Road 42. 56721
 5. Does your organization own the gambling premises?
 No If no, the lease agreement below must be completed, and signed by the lessor.

Lease Agreement for Off-site Activity (A lease agreement is not required for raffles.)

6. Rent to be paid for the leased area \$ _____ If none, write "0."
 7. All obligations and agreements between the organization and the lessor are listed below or attached.
 • Any attachments must be dated and signed by both the lessor and lessee.
 • This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
 • Other terms, if any

8. Lessor's signature _____ Date _____
 Print lessor's name _____

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

Local Unit of Government Resolution of Approval

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City name _____</p> <p>The city council has approved this application by resolution within 90 days of the date of signature below.</p> <p>Signature of city personnel _____</p> <p>Title _____ Date ____/____/____</p>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County name _____</p> <p>The county board has approved this application by resolution within 90 days of the date of signature below.</p> <p>Signature of county personnel _____</p> <p>Title _____ Date ____/____/____</p>
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Chief Executive Officer (CEO) Acknowledgment

9. The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

10. I have read this application, and all information is true, accurate, and complete, and if applicable, agree to the lease terms as stated in this application.

CEO signature Rodney Hajicek Date 11-30-10

11. Print name Rodney Hajicek Daytime phone (701) 215-0663

Mail or fax to: **No attachments required.**

Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113
 FAX: 651-639-4032

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

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

Request for Council Action

Date: November 16, 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: Dispatch Remodel Authorization

Background: As has been discussed previously the EGFPD Dispatch Center is in need of technology updates and a physical remodeling to enhance the operability of the center and the professionalism of its appearance. The EGF City Council authorized \$40,000.00 in the 2010 budget for this project. Corey Thompson and Kris Kovar of the EGF Water & Light Department serve as the IT staff for the city of East Grand Forks. They examined the dispatch center and developed a budget for the IT portion of this project. That figure came to \$13,995.00. This allowed \$26,005.00 for the physical remodel in order for this project to meet the budget. The EGFPD sent out Requests for Proposals to six (6) local (GF or EGF) contractors regarding this project. Of these six contractors one made no response, one contacted the EGFPD and stated they would not be submitting a proposal, one stated that they would come to the PD to examine the scope of the project but did not ever actually come to our facility, one came to our facility and it was our understanding that they were going to submit a proposal but they never did and two companies did submit bids by the stated deadline. Upon examining the bids it was apparent that one of the companies did not match the proposal guidelines. When they were contacted and asked to resubmit their proposal they stated that they were actually too busy to take on this project and requested that their proposal be disregarded. That left only one proposal which was submitted by G.W. & Sons Construction Inc. The initial proposal from G.W. & Sons came in at \$33,310.00 or approximately \$7,000.00 over the budgeted figure. I subsequently spoke to Tony Weber of G.W. & Sons and he made some modifications to their proposal and resubmitted it to me at a new figure of \$28,400.00 or \$2,395.00 over the budgeted figure. On a related note, the EGFPD has a need for additional storage in other parts of the building. The cabinets that are scheduled to be removed from the Dispatch Center match those in the kitchen area, one area that is in need of additional storage. Some of these cabinets could be reused in that area. Others could be reused in our garage bays or as additional evidence storage. By reusing these cabinets the only cost for those projects would be the reinstallation of these units, thus saving money on projects that are needed and will further enhance our facility.

Recommendation: Approve this project as proposed by City IT staff and G.W. & Sons Construction Inc.

Enclosures:

- Proposal from City of EGF IT staff.
- Amended proposal from G.W. & Sons Construction Inc.

GW & Sons Construction Inc.

1555 N 52nd St.
 Grand Forks, ND 58203
 Ph.(701)775-8978
 Fax.(701)775-2235

PROPOSAL AND ACCEPTANCE

DATE	QUOTE #
10/29/2010	777

NAME / ADDRESS
East Grand Forks Police Department 520 Demers Ave. East Grand Forks, MN 56721

P.O. NO.	TERMS
Verb/Rod	Good for 15 days

DESCRIPTION	QTY	TOTAL
<p>We at GW & Sons Construction Inc. Propose Materials and Labor for the following: Re: Remodel the Department's Dispatch Center</p> <p>Remove the cash Box slide and replace with a pass through slot.</p> <p>Remove existing work station and replace with new oak cabinets as per drawing and conversation at the station, with solid surface edging on countertop to help eliminate the chipping from chairs and such.</p> <p>Remove existing window frame and cut in and install a new door in that area.</p> <p>Install a new oak cover with doors ovetop of the existing mailboxes.</p>		
Please sign and date below to accept this proposal & send one signed copy to us. Thank You.	TOTAL	

Date _____

Signature _____

GW & Sons Construction Inc.

1555 N 52nd St.

Grand Forks, ND 58203

Ph.(701)775-8978

Fax.(701)775-2235

PROPOSAL AND
ACCEPTANCE

DATE	QUOTE #
10/29/2010	777

NAME / ADDRESS
East Grand Forks Police Department 520 Demers Ave. East Grand Forks, MN 56721

P.O. NO.	TERMS
Verb/Rod	Good for 15 days

DESCRIPTION	QTY	TOTAL
Skim coat overtop of existing floor and install new Naturelle Vinyl planks and tiles with a 10 year commercial warranty antimicrobial color selected by owner per standard colors (no waxing required)		
Remove existing clipboard rack and replace with a oak 6 rack system		
Add a upper cabinet that will hold binders in the dispatch area		
Please sign and date below to accept this proposal & send one signed copy to us. Thank You.	TOTAL	

Date _____

Signature _____

GW & Sons Construction Inc.

1555 N 52nd St.

Grand Forks, ND 58203

Ph.(701)775-8978

Fax.(701)775-2235

PROPOSAL AND
ACCEPTANCE

DATE	QUOTE #
10/29/2010	777

NAME / ADDRESS
East Grand Forks Police Department 520 Demers Ave. East Grand Forks, MN 56721

P.O. NO.	TERMS
Verb/Rod	Good for 15 days

DESCRIPTION	QTY	TOTAL
TOTAL PRICE	1	24,400.00
NOT INCLUDED: Bonds, Painting.		
Any addition's to the scope of work as listed above will be completed on a time and material basis and approved by the owner before work commences.		
* ITEMS DEDUCTED FROM FIRST BID* I sent a scanned drawing over to show item deleted they include the pantry cabinet, the angle next to the door, and the little countertop right when you walk into the door.		
Eagle Electric Bid (Mike: Jody at Eagle Electric said he would work with you on a time and material basis also, you can just give him a call he said)	1	4,000.00
Please sign and date below to accept this proposal & send one signed copy to us. Thank You.	TOTAL	

Date

Signature

GW & Sons Construction Inc.

1555 N 52nd St.

Grand Forks, ND 58203

Ph.(701)775-8978

Fax.(701)775-2235

PROPOSAL AND
ACCEPTANCE

DATE	QUOTE #
10/29/2010	777

NAME / ADDRESS
East Grand Forks Police Department 520 Demers Ave. East Grand Forks, MN 56721

P.O. NO.	TERMS
Verb/Rod	Good for 15 days

DESCRIPTION	QTY	TOTAL
Demo existing electrical as needed for completion of new construction		
Remove 11 - existing 2x4 4 lamp troffer type florescent light fixtures throughout office area		
Install 5 - 6" recessed housings with chrome trim and 23 watt fluorescent bulbs over center and north work desk, controlled from existing SP switch.		
Install 4 - 6" recessed housings with chrome trim and 23 watt fluorescent bulbs over dispatcher desk, controlled from existing SP switch		
Install 3 - 6" recessed housings with chrome trim and 23 watt fluorescent bulbs in walkway area, controlled from existing SP switch		

Please sign and date below to accept this proposal & send one signed copy to us. Thank You.	TOTAL
---	--------------

Date

Signature

GW & Sons Construction Inc.

1555 N 52nd St.

Grand Forks, ND 58203

Ph.(701)775-8978

Fax.(701)775-2235

PROPOSAL AND
ACCEPTANCE

DATE	QUOTE #
10/29/2010	777

NAME / ADDRESS
East Grand Forks Police Department 520 Demers Ave. East Grand Forks, MN 56721

P.O. NO.	TERMS
Verb/Rod	Good for 15 days

DESCRIPTION	QTY	TOTAL
Install 3 - 20 Amp 120 Volt Duplex Outlets on center workdesk, Fed from existing 20 amp 120 volt circuits in office.		
Install 1 -20 amp 120 volt duplex outlet above cabinets on east wall		
Support the City of EGF IT Department in removing the siren alarm controller on the west wall		
Demo existing electrical in cement block wall for new door being installed		
Relocate existing motion sensor switch to control 2 - existing fluorescent light fixtures due to installation of new entry to room		
Please sign and date below to accept this proposal & send one signed copy to us. Thank You.	TOTAL	\$28,400.00

Date

Signature

Here are the recommendations for the dispatch area technology:

First, I recommend ensuring stable communications with the rest of the city-wide network by pulling a fiber cable from the south wing of City Hall to the electrical room by generator, and replacing the existing unmanaged Ethernet switch with a managed switch.

Remove the tv in the "closet" to the east of the window. Place a full height equipment rack in that space to terminate comm lines for the dispatch area and house dispatch desk equipment (like MDT server, machines that handle portals/smarts/web/email, Mirra machine), freeing up the desk space used by such equipment, and providing an easy means of updating/adding/reconfiguring comms in dispatch area. Place patch panel and Ethernet switch for dispatch area comms. Place an uninterruptable power supply to keep rack powered during power blinks (like the time between a power outage and the generator picking up load)

Place the radio dispatch console in corner, with two poles mounted behind it to support 8 monitors above the radio console. This provides all the screens needed (i.e. MDT, Portals, SMARTS, web, email, etc.) in one view and from one keyboard and mouse, eliminating need to move back and forth around the desk when dispatching, and screens are off the desk, freeing up desk space for other use. Remove existing CCTV monitors and use Zoneminder software, or bring them into monitors above radio console.

Also bring all the CCTV cameras into a server running Zoneminder software to record and display the video. This will also allow the video to be accessed from anywhere on the network (or even internet, if desired)...

Here is a cost breakdown estimate:

Technology Improvements for the PD dispatch area

	Materials	Contracted Labor	Internal Labor	Total
Bring a fiber from the South wing of City Hall to back room by generator to improve connectivity to metro area network. Terminate fiber at both sides	\$650.00	\$400.00	\$150.00	\$1,200.00
Replace switch in back room with managed switch - Cisco 2960G-24TS	\$1,500.00		\$20.00	\$1,520.00
Clear out "closet" area (where TV currently is), place equipment rack to mount equipment for dispatch desk, freeing desk space, and centralizing equipment	\$500.00		\$150.00	\$650.00

Place patch panel in above equipment rack, home run all comm lines in and out of dispatch area to patch panel	\$450.00	\$250.00	\$300.00	\$1,000.00
Managed Ethernet Switch for above rack	\$1,500.00		\$20.00	\$1,520.00
place two poles in corner of dispatch area behind radio console to support 8 24" monitors	\$700.00	\$100.00	\$200.00	\$1,000.00
8 24" monitors	\$1,100.00		\$30.00	\$1,130.00
TV tuner/ AV in boxes	\$200.00		\$10.00	\$210.00
Rack mount computers for dispatch desk functions	\$1,800.00		\$200.00	\$2,000.00
Replace video multiplexer and time-lapse VCR with Zoneminder DVR server, video capture card	\$2,200.00		\$200.00	\$2,400.00
1000 VA "Line Interactive" UPS for rack	\$500.00		\$15.00	\$515.00
Bring network cables to Interview room and copier	\$50.00	\$200.00		\$250.00
Misc expenses	\$200.00	\$200.00	\$200.00	\$600.00
Total				\$13,995.00

CITY HALL SHADES

	HSH DESIGNS	DECORATING CONCEPTS
Brand	Hunter Douglas	Hunter Douglas
R-Value	6.25	6.25
Cord type	loop cord	loop cord
Cost including install	\$58,807.11	\$46,720.00

Both bids are for 86 windows including 4 os mounts on the arch windows with the loop cord

Month	kwh Consumption	Cost	Month	Therm Consumption	Cost of Therm	%age is elect heat
Aug 2009	66880	\$5,360.15	Aug 2009	3	\$25.27	
Sept 2009	70240	\$5,628.95	Sept 2009	4	\$26.41	
Oct 2009	64960	\$5,206.55	Oct 2009	122	\$147.78	22% oct
Nov 2009	63200	\$5,065.75	Nov 2009	255	\$323.72	19% nov
Dec 2009	84000	\$6,729.75	Dec 2009	1016	\$1,384.85	39% dec
Jan 2010	87440	\$7,004.95	Jan 2010	1852	\$2,606.35	42% jan
Feb 2010	83600	\$6,697.75	Feb 2010	1272	\$1,868.39	39% feb
March 2010	53760	\$4,310.55	March 2010	1028	\$1,428.37	5% mar
April 2010	55680	\$4,464.15	April 2010	280	\$369.55	9% apr
May 2010	50880	\$4,080.15	May 2010	88	\$127.00	
June 2010	64400	\$5,161.75	June 2010	7	\$32.07	
July 2010	67760	\$5,430.55	July 2010	5	\$30.22	
TOTAL	812800	\$65,033.75	TOTAL	5932	\$8,369.98	

%age of elect used for heat 0.637285063 36%
 comparing May and Jan

Window size 7' x 6' approx 3612 sf

figure savings with shades

January Avg Temp 0

btu/hr = (area X ΔT)/R value			
btu/hr = (3612 X temp diff)/6.25-3.5			
btu/hr = 3,612	70	R-value after shades 6.25	R-value b4 shades 3.5
btu/hr aftr shades: 40,454			
btu/mth b4 shade 72,240			
diff in btu/hr 31,786			
diff in btu/mth 22,885,632		\$/savings/mth	
therms/mth 229		\$308.96	\$308.96 Gas
kwh/mth 6,705		\$536.43	\$225.30 Electric

42%

Feb Avg Temp 0

btu/hr = (area X ΔT)/R value			
btu/hr = (3612 X temp diff)/6.25-3.5			
btu/hr = 3,612	70	R-value after shades 6.25	R-value b4 shades 3.5
btu/hr aftr shades: 40,454			
btu/mth b4 shade 72,240			
diff in btu/hr 31,786			
diff in btu/mth 22,885,632		\$/savings/mth	
therms/mth 229		\$308.96	\$308.96 Gas
kwh/mth 6,705		\$536.43	\$209.21 Electric

39%

March Avg Temp 25

btu/hr = (area X ΔT)/R value			
btu/hr = (3612 X temp diff)/6.25-3.5			
btu/hr = 3,612	45	R-value after shades 6.25	R-value b4 shades 3.5
btu/hr aftr shades: 26,006			
btu/mth b4 shade 46,440			
diff in btu/hr 20,434			
diff in btu/mth 14,712,192		\$/savings/mth	
therms/mth 147		\$198.61	\$198.61 Gas
kwh/mth 4,311		\$344.85	\$17.24 Elect

5%

April Avg Temp 42

btu/hr = (area X ΔT)/R value			
btu/hr = (3612 X temp diff)/6.25-3.5			
btu/hr = 3,612	28	R-value after shades 6.25	R-value b4 shades 3.5
btu/hr aftr shades: 16,182			
btu/mth b4 shade 28,896			
diff in btu/hr 12,714			
diff in btu/mth 9,154,253		\$/savings/mth	
therms/mth 92		\$123.58	\$123.58 Gas
kwh/mth 2,682		\$214.57	\$19.31 Elect

9%

May Avg Temp 56

btu/hr = (area X ΔT)/R value			
btu/hr = (3612 X temp diff)/6.25-3.5			
		R-value after shades	R-value b4 shades

btu/hr = 3,612
 btu/hr aftr shades 8,091
 btu/mth b4 shade 14,448
 diff in btu/hr 6,357
 diff in btu/mth 4,577,126
 therms/mth 46
 kwh/mth 1,341

14 6.25 3.5

\$/savings/mth
 \$61.79
 \$107.29

\$61.79 Gas

June Avg Temp 70

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 0
 btu/mth b4 shade 0
 diff in btu/hr 0
 diff in btu/mth 0
 therms/mth 0
 kwh/mth 0

0 R-value after shades 6.25 R-value b4 shades 3.5

\$/savings/mth
 \$0.00
 \$0.00

\$0.00 Gas

July Avg Temp 78

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 4,623
 btu/mth b4 shade 8,256
 diff in btu/hr 3,633
 diff in btu/mth 2,615,501
 therms/mth 26
 kwh/mth 766

8 R-value after shades 6.25 R-value b4 shades 3.5

\$/savings/mth
 \$35.31
 \$61.31

\$61.31 Electric

Aug Avg Temp 78

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 4,623
 btu/mth b4 shade 8,256
 diff in btu/hr 3,633
 diff in btu/mth 2,615,501
 therms/mth 26
 kwh/mth 766

8 R-value after shades 6.25 R-value b4 shades 3.5

\$/savings/mth
 \$35.31
 \$61.31

\$61.31 Electric

Sept Avg Temp 62

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 4,623
 btu/mth b4 shade 8,256
 diff in btu/hr 3,633
 diff in btu/mth 2,615,501
 therms/mth 26
 kwh/mth 766

8 R-value after shades 6.25 R-value b4 shades 3.5

\$/savings/mth
 \$35.31
 \$61.31

\$35.31 Gas

Oct Avg Temp 50

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 11,558
 btu/mth b4 shade 20,640
 diff in btu/hr 9,082
 diff in btu/mth 6,538,752
 therms/mth 65
 kwh/mth 1,916

20 R-value after shades 6.25 R-value b4 shades 3.5

\$/savings/mth
 \$88.27
 \$153.27

\$88.27 Gas

22% \$33.72 Elect

Nov Avg Temp 30

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5
 btu/hr = 3,612
 btu/hr aftr shades 23,117
 btu/mth b4 shade 41,280

40 R-value after shades 6.25 R-value b4 shades 3.5

diff in btu/hr 18,163
 diff in btu/mth 13,077,504
 therms/mth 131
 kwh/mth 3,832

\$/savings/mth
 \$176.55
 \$306.53

19% \$176.55 Gas
 \$58.24 Electric

Dec Avg Temp 10

btu/hr = (area X ΔT)/R value
 btu/hr = (3612 X temp diff)/6.25-3.5

60

R-value after shades	R-value b4 shades
6.25	3.5

btu/hr = 3,612
 btu/hr aftr shades 34,675
 btu/mth b4 shade 61,920
 diff in btu/hr 27,245
 diff in btu/mth 19,616,256
 therms/mth 196
 kwh/mth 5,748

\$/savings/mth
 \$264.82
 \$459.80

39% \$264.82 Gas
 \$179.32 Electric

\$2,431.81 saved per year

TOTAL PROJECT \$46,720.00
 W & L Portion \$25,000.00
 CITY PORTION \$21,720.00

years to payback 8.93 years

EAST GRAND FORKS

Region 1 Site Name

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2011**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in _____.

This agreement made this ___ day of _____ 2010, by and between _____ hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

- I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the _____.
- II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of _____, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of _____, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.
- III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.
- IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.
- V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Company agrees to provide facilities and utilities free of charge to the Nutrition Program. Satellite sites receiving meals from a Central Kitchen site will be requested to provide reimbursement to the Central Kitchen site. Payment to be made directly to the Company.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2011 to December 31, 2011, to be used as a nutrition site for seniors on the following days/evenings: _____

XII. Other: _____

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

Senior Program Director Date

X _____
Date

Address

Phone

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held November 4, 2010 at 5:00 P.M.

Present: Brickson, Quirk, Ogden

Absent: Tweten

It was moved by Commissioner Quirk second by Commissioner Ogden that the minutes of the previous meeting of October 21, 2010 be approved as read.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Quirk to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$390,662.75.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden to authorize preparation of plans and specs for the 2011 Miscellaneous project.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Quirk to authorize preparation of the plans and specs for the 2011 watermain replacement project.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Quirk to table the filter strainer purchase.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden to offer the position of Water Treatment Plant Superintendent to Randy Rapacz effective November 15. It was also approved to place Leonard Scheid in the first position and Randal Loeslie in the 2nd position on the eligibility list.

Voting Aye: Brickson, Quirk, Ogden

Voting Nay: None

Commissioner Tweten now entered the meeting.

Commissioner Ogden, supported by Commissioner Quirk, introduced the following resolution and moved its adoption: WHEREAS, the Commission desires to amend the Water & Light Department's Personnel Policy Manual to incorporate changes to its compensation and leave structures related to a sick leave donation policy; NOW, THEREFORE, BE IT RESOLVED by the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota, that the Commission does hereby adopt the following amendment effective November 4, 2010 to the Water & Light Department Personnel Policy Manual:

Sick Leave Donation

Employees may, on a voluntary basis, donate accumulated sick leave hours to an employee of the Water & Light Department and/or a City of East Grand Forks employee after the affected employee has exhausted sick leave hours due to an illness or injury to the employee or the employee's immediate family member. The donor employee must maintain ninety (90) days in their bank unless otherwise approved by the General Manager. The recipient cannot receive more than thirty (30) days per illness or injury. An EMPLOYEE who is the recipient of sick leave donation must have completed at least twelve (12) months of full-time service in a sick-leave accruing position. Once the EMPLOYEE has exhausted accrued and donated sick leave, the EMPLOYEE is not eligible for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

The President declared the resolution passed.

It was moved by Commissioner Quirk second by Commissioner Tweten to approve proceeding with the compensation study with Springsted for Water & Light employee positions with the stipulation that the study is completed within the time period as stated in the proposal.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden that the meeting be adjourned to a closed meeting.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

Minutes of the closed meeting of the Water, Light, Power and Building Commission on November 4, 2010 at 6:15 P.M.

Present: Brickson, Quirk, Ogden, Tweten

Also Present: Scott Huizenga, Mark DeMers, Dick Grassel, Ron Galstad, Dan Boyce and Lori Maloney.

Discussion was held on wage negotiation strategies.

It was moved by Commissioner Ogden second by Commissioner Quirk to adjourn to the next regular meeting on November 18, 2010 at 5 P.M.

Voting Aye: Brickson, Quirk, 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 October 7, 2010 at 5:00 P.M.

Present: Brickson, Ogden, Tweten

Absent: Quirk

It was moved by Commissioner Tweten second by Commissioner Ogden that the minutes of the previous meeting of September 16, 2010 be approved as read.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Ogden to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$439,981.27.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to authorize payment of the civil penalty for the EPA Compliance Agreement.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Tweten to approve the 2011 Water Treatment Plant chemical specifications; advertise for bids; and set the bid opening for Monday, November 15 at 10:00 A.M.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

The meeting with the Teamsters was tabled.

It was moved by Commissioner Tweten second by Commissioner Ogden that the meeting be adjourned to October 21, 2010 at 5:00 P.M.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

Lori Maloney
Sec'y

RESOLUTION NO. 10 – 12 - 123

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

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

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fees and charges in the right hand column are hereby approved and adopted, to be effective January 1, 2011;

Fee	Current	Proposed
Basics Only	\$65	\$110
Freestyle Only	\$110	\$150
Synchro Only	\$220	\$250
Basics & Synchro	\$250	\$250
Freestyle & Synchro	\$250	\$250

Voting Aye: .
Voting Nay: None.

The President declared the resolution passed.

Passed: December 7, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of December, 2010.

Mayor

RESOLUTION NO. 10 - 12 – 124

A RESOLUTION TO ADOPT 2010 BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES

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

WHEREAS, The 2011 Budget has been completed and determined; and

WHEREAS, The budget is the fiscal blue print for the entire year where the City Council has considered and incorporated all foreseeable spending plans for 2011; and

WHEREAS, The city through sound fiscal policy establishes that current revenues will be used to finance current expenditures and regularly occurring capital expenditures; and

WHEREAS, The City Council shall by resolution set forth the total for each budgeted fund as per Section 6.06 of the City Charter, with the exception of bond, construction and special assessment funds; now therefore

BE IT RESOLVED, By the East Grand Forks City Council that the budgeted expenditures, excluding depreciation, for each fund during the 2010 calendar fiscal year shall be as follows:

SECTION 1. Appropriation Authorization

General Fund:

Current

General Government	\$ 897,689
Public Safety	3,223,016
Public Works - Streets	1,193,843
Parks and Recreation	1,328,640
Community Development	60,000
Other Expenditures	256,070

Capital Outlay

General Government	1,000
Public Safety	75,000
Public Works - Streets	260,000
Parks and Recreation	102,000
Other Expenditures	35,000
Other Financing Uses (Transfers)	741,194

Total General Fund	\$8,053,451
Building Maintenance Fund	300,000
Greenway Maintenance	44,000
Community Growth Fund	10,000
Transit Fund	323,800
Library Fund	380,258
State Aid Street Fund	102,500

Senior Citizens Fund	115,682
Insect Control Fund	39,443
Cemetery Fund	47,187
Sewage Fund	1,162,874
Campbell/Olson Memorial Fund	1,000
Water Fund	1,882,094
Electric Fund	11,583,124
Refuse and Recycling Fund	849,314
Storm Water Protection Fund	620,057
Lot Incentive Fund	244,887
Riverwalk Properties Fund	
Riverwalk Center Sub-Fund	129,155
Professional Building Sub-Fund	16,400
Infill Building Sub-Fund	36,600

SECTION 2. Transfers

- A) To Library from General Fund - \$365,558
- B) To Senior Center from General Fund - \$62,000
- C) To Transit from General Fund - \$60,000
- D) To Debt Service and Capital Projects Funds from General Fund - \$148,636
- E) To Cemetery from General Fund - \$5,000

SECTION 3. Capital Equipment Purchases and Facility Improvements

As discussed and listed in the detailed departmental budgets.

BE IT FURTHER RESOLVED, that budgetary guidance and fiscal management provisions set forth in prior annual budget setting resolutions continue to be in effect.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 7, 2010.

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 7th day of December, 2010.

Mayor

RESOLUTION 10 - 12 – 125

A RESOLUTION APPROVING 2010 TAX LEVY, COLLECTABLE IN 2011

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

WHEREAS, the state of Minnesota may impose tax levy limitations on cities; and

WHEREAS, the state legislature allows for special levies, including levies for natural disasters, unallotted LGA payments, bonded indebtedness, and increases in employer contributions to PERA; and

WHEREAS, the **total levy** will increase \$123,530 from \$2,796,072 in 2010 to \$2,919,602 in 2011, or a **4.4% increase**; and

WHEREAS, The 2010 Local Government Aid expected is \$2,287,648; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2011 is hereby approved:

General Operations	\$ 2,738,972
LGA Unallotment levy	37,378
Certificates of Indebtedness	79,562
Improvement Bonds of 2004/2006	28,636
PERA-Employer Share Increase	<u>35,234</u>
TOTAL LEVY	\$ 2,919,602

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer can certify the tax levy as one levy without provisions for special levies to the County Auditor of Polk County.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 7, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of December, 2010.

Mayor

RESOLUTION NO. 10 – 12 – 126

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

RESOLUTION RATIFYING CONTRACTS

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

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
11/8/2010	45179	Tarp for Sand Pile	\$1682.21

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 \$1,682.21 on check number 8070 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 December 7, 2010.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, and Tweten.
Voting Nay: None.
Abstain: Gregoire.

The President declared the resolution passed.

Passed: December 7, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th of December, 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>
11/8/2010	45179	Tarp for Sand Pile	\$1682.21

- 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 December 7, 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 – 12– 127

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 8106 for a total of \$2,011.16.

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 \$2,011.16 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 December 7, 2010.

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

Voting Nay: None.

Abstain: Buckalew.

The President declared the resolution passed.

Passed: December 7, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th of December, 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 8106 for a total of \$2,011.16.
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 December 7, 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: ejohnson
Printed: 12/2/2010 - 11:53 AM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8054	12/07/2010	A&L002	A&L Siding & Home Improvement Co	4,501.00	0
8055	12/07/2010	ACM001	Acme Electric Companies	1,693.35	0
8056	12/07/2010	AGR001	Agri-Valley Grand Forks Petroleum	19,221.54	0
8057	12/07/2010	AKE001	Dave Aker	249.50	0
8058	12/07/2010	ALB001	Albrecht Manufacturing	3,048.72	0
8059	12/07/2010	ALL001	Alltel	396.98	0
8060	12/07/2010	AME002	American Tire Service	32.20	0
8061	12/07/2010	AME008	American Tire Service Inc	467.63	0
8062	12/07/2010	AME005	Ameripride Linen & Apparel Services	470.24	0
8063	12/07/2010	ANY001	Anytime Plumbing	125.01	0
8064	12/07/2010	APP001	Applied Concepts, Inc.	109.01	0
8065	12/07/2010	BAK001	Baker & Taylor Co	388.32	0
8066	12/07/2010	BAR005	Barnes Distribution	180.83	0
8067	12/07/2010	BAR006	Steve Bartlette	90.00	0
8068	12/07/2010	BAT001	Batteries Plus	94.56	0
8069	12/07/2010	BEC001	Becker Arena Products Inc	81.35	0
8070	12/07/2010	BER001	Bert's Truck Equipment	1,682.21	0
8071	12/07/2010	BLU001	Blue Cross Blue Shield of ND	5,764.50	0
8072	12/07/2010	BRI003	Brite-Way Window Cleaning	50.00	0
8073	12/07/2010	BRO002	Brodart Co	352.66	0
8074	12/07/2010	BRU001	Jay Bruce	75.00	0
8075	12/07/2010	BUR005	Kim Burris	65.00	0
8076	12/07/2010	BUS002	Business Essentials	116.63	0
8077	12/07/2010	C&R001	C&R Laundry & Cleaners	56.75	0
8078	12/07/2010	CAN001	Canon Financial Services	167.10	0
8079	12/07/2010	CAR002	Carquest Auto Parts	379.19	0
8080	12/07/2010	GFT003	Donald Scott Cash	2,350.11	0
8081	12/07/2010	COA001	Coalition of Greater MN Cities	540.00	0
8082	12/07/2010	COL002	Cole Papers Inc	393.49	0
8083	12/07/2010	DEL004	Deluxe Business Checks & Solutions	109.55	0
8084	12/07/2010	DEM002	Marc DeMers	237.75	0
8085	12/07/2010	EGF005	EGF Firemen's Relief Association	33,815.00	0
8086	12/07/2010	ELE001	Electric Pump	1,157.35	0
8087	12/07/2010	EXP001	Experience Works	250.00	0
8088	12/07/2010	EXP003	Explorer Post #38	100.00	0
8089	12/07/2010	EXP002	Exponent	314.65	0
8090	12/07/2010	FIR003	Fire Safety USA	795.00	0
8091	12/07/2010	FLA002	Flat Plains Services Inc	282.50	0
8092	12/07/2010	FLO001	FS Engineering	48,178.77	0
8093	12/07/2010	G&K001	G&K Services	147.70	0
8094	12/07/2010	GAF001	Gaffanays	24.63	0
8095	12/07/2010	GAL001	Gale	93.58	0
8096	12/07/2010	GEO001	George's Quick Printing	427.50	0
8097	12/07/2010	GER001	Gerrells Sport Center	771.80	0
8098	12/07/2010	GFF001	GF Fire Equipment	396.84	0
8099	12/07/2010	GFH002	GF Herald	167.41	0
8100	12/07/2010	GGF001	GGF Convention & Visitors Bureau	1,798.96	0
8101	12/07/2010	GLS002	GLSports Inc	1,635.00	0
8102	12/07/2010	GRA008	Grand Forks City	49,363.00	0
8103	12/07/2010	GRA001	Richard Grassel	237.75	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8104	12/07/2010	GYO001	Erik Gyolai	180.00	0
8105	12/07/2010	HAJ002	Rick Hajicek	142.50	0
8106	12/07/2010	HAR001	Hardware Hank	2,011.16	0
8107	12/07/2010	HEA003	Jason Hearn	90.00	0
8108	12/07/2010	HEA001	Heartland Paper	648.49	0
8109	12/07/2010	HEG001	Justin Hegg	62.00	0
8110	12/07/2010	HOL002	Holiday Credit Office	242.32	0
8111	12/07/2010	HOM001	Home of Economy	48.01	0
8112	12/07/2010	HUG001	Hugo's	123.40	0
8113	12/07/2010	HUI001	Scott Huizenga	50.25	0
8114	12/07/2010	HUN001	Huntsville Township	4,787.00	0
8115	12/07/2010	ING002	Ryan Ingeman	45.00	0
8116	12/07/2010	INT011	Integrated Process Solutions Inc	2,650.00	0
8117	12/07/2010	JET001	Jet Way Multiple Services Inc	1,687.50	0
8118	12/07/2010	KEL003	Kelly Services	311.50	0
8119	12/07/2010	KNO004	Know Buddy Resources	124.70	0
8120	12/07/2010	LAK001	Laker Chemical	1,613.81	0
8121	12/07/2010	LIB001	Liberty Business Systems	73.59	0
8122	12/07/2010	LIB005	Librarians' Choice	177.12	0
8123	12/07/2010	LOC001	Locators & Supplies Inc	1,086.68	0
8124	12/07/2010	LUM001	Lumber Mart	9.28	0
8125	12/07/2010	LYN002	Gladwin Lynne	42.35	0
8126	12/07/2010	M&W001	M&W Services	1,084.38	0
8127	12/07/2010	MAC002	MacQueen Equipment	4,584.25	0
8128	12/07/2010	MAH001	Bernadine Mahon	25.00	0
8129	12/07/2010	MAR004	Marco	291.17	0
8130	12/07/2010	MCD001	McDonald's of EGF	48.89	0
8131	12/07/2010	MER001	Meritcare	393.00	0
8132	12/07/2010	MPO001	Metropolitan Planning Organization	9,827.83	0
8133	12/07/2010	MIC001	Micro-Marketing LLC	296.27	0
8134	12/07/2010	MID003	Midcontinent Communications	797.47	0
8135	12/07/2010	MID011	Midway Industries	398.57	0
8136	12/07/2010	MID007	Midwest Refrigeration Inc	113.75	0
8137	12/07/2010	MIK001	Mike's Pizza	66.82	0
8138	12/07/2010	MNC003	MN Commissioner of Transport	4,451.71	0
8139	12/07/2010	MND006	VOID****VOID****VOID*** MN I	298.00	0
8140	12/07/2010	MNP003	MN Pollution Control Agency	400.00	0
8141	12/07/2010	NAR001	Nardini Fire Equipment Co.	71.95	0
8142	12/07/2010	NEW001	Newman Signs	1,710.33	0
8143	12/07/2010	NOR004	Northern Plumbing Supply	33.31	0
8144	12/07/2010	OGR001	O'Grady Publishing Company	21.00	0
8145	12/07/2010	ORE001	O'Reilly Auto Parts	1,183.25	0
8146	12/07/2010	ODL001	Odland Fitzgerald Reynolds & Harbot	340.00	0
8147	12/07/2010	OLD001	Old Dominion Brush	2,685.64	0
8148	12/07/2010	OPP001	Opp Construction	2,597.36	0
8149	12/07/2010	OSI001	OSI Environmental Inc.	100.00	0
8150	12/07/2010	PAR005	Paras Contracting	6,558.66	0
8151	12/07/2010	PAU004	Paul Grzadzieleski	220.00	0
8152	12/07/2010	PEA001	Peak Performance	320.25	0
8153	12/07/2010	POL001	Polk County Attorney-Widseth	17.05	0
8154	12/07/2010	POL004	Polk County Recorder	92.00	0
8155	12/07/2010	POW001	Power Equipment Shop	111.12	0
8156	12/07/2010	PRA001	Praxair Distribution	189.88	0
8157	12/07/2010	PRE001	Premium Waters Inc	24.50	0
8158	12/07/2010	QUI001	Quill Corp	253.75	0
8159	12/07/2010	QWE001	Qwest	1,855.91	0
8160	12/07/2010	RDO001	RDO Powerplan OIB	16,513.32	0
8161	12/07/2010	RDO003	RDO Truck Centers	346.97	0
8162	12/07/2010	RIE002	Donny Riendeau	120.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
8163	12/07/2010	RMB001	RMB Environmental Lab Inc	118.00	0
8164	12/07/2010	ROT001	Roto Rooter	280.00	0
8165	12/07/2010	RYD001	Rydell Chevrolet	279.82	0
8166	12/07/2010	SCH015	Mark Schafer	42.00	0
8167	12/07/2010	SHO002	Shooting Star Casino Hotel and Event	67.13	0
8168	12/07/2010	SOL003	Robin Solem	45.00	0
8169	12/07/2010	SPR003	Spruce Valley Corporation	6,394.00	0
8170	12/07/2010	STA002	Standard Register	272.26	0
8171	12/07/2010	STA001	Bill Stauss	260.00	0
8172	12/07/2010	STA004	Lynn Stauss	237.75	0
8173	12/07/2010	STA005	Strata Corp	75,186.81	0
8174	12/07/2010	CHA001	The Chamber of EGF/GF	1,085.00	0
8175	12/07/2010	THO001	Thomas Bouregy & Co	139.50	0
8176	12/07/2010	TRU001	True Temp	540.46	0
8177	12/07/2010	TRY001	Try-County Refrigeration	230.00	0
8178	12/07/2010	UNI009	Univar USA Inc	2,181.87	0
8179	12/07/2010	VAL002	Valley Truck	297.58	0
8180	12/07/2010	VIL001	Vilandre Heating & A/C	78.00	0
8181	12/07/2010	WAS001	Waste Mgmt	1,272.81	0
8182	12/07/2010	WAT001	Water & Light Department	178,421.50	0
8183	12/07/2010	WEB003	George Weber	90.00	0
8184	12/07/2010	WHI003	White Banner	376.00	0
8185	12/07/2010	WIZ001	Wizard's Enterprises Inc.	490.00	0
8186	12/07/2010	XCE001	Xcel Energy	5,004.48	0
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Check Total:				531,487.61	
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