

**AGENDA  
CITY COUNCIL  
CITY OF EAST GRAND FORKS  
JUNE 21, 2011  
5:00 P.M.**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

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

**Representative Kiel – Legislative Update**

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 7, 2011.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 14, 2011.

**SCHEDULED BID LETTINGS: NONE.**

**SCHEDULED PUBLIC HEARINGS: NONE.**

**CONSENT AGENDA:**

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

3. Consider approving the State of Minnesota Joint Powers Agreement between the City of East Grand Forks and the Department of Natural Resources for July 1, 2011 through December 31, 2015 for Operation of the Red River State Recreation Area.
4. Consider approving the Joint Powers Agreement between Northland Community and Technical College and the City of East Grand Forks to use the Cities Area Transit (CAT) for a lump sum fee paid by the college.

5. Consider adopting Resolution No. 11-06-50 a Resolution authorizing the East Grand Forks Police Department to participate in the 2011/2012 Safe and Sober Program.
6. Consider adopting Resolution No. 11-06-51 a Resolution to participate in the Standard Measures Program for 2011.
7. Consider approving the Fireworks/Pyrotechnic Application for July 4, 2011 (Rain Date: July 5, 2011) for RES Specialty Pyrotechnics Inc. for a display along the Red River across from Cabela's.
8. Consider approving the application for a Special Event License for the Firecracker 5k & 10k Run/Walk to be held July 4, 2011 from 8:00 a.m. to 10:00 a.m.
9. Consider approving the application for a Special Event License for the Clear Channel Radio Bikes & Bites to be held July 28, 2011 from 4:00 p.m. to 8:00 p.m.
10. Consider approving the application for a Special Event License for the Hugo's Potato Bowl 8k Race & Family 1 Mile Walk/Run to be held September 23, 2011 from 3:00 p.m. to 8:00 p.m.
11. Consider approving the application for an Exempt Gambling Permit for a raffle for the Sacred Heart Church and School to be held January 6, 2012 at Sacred Heart Church and School, 200 3<sup>rd</sup> St. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
12. Consider approving the following "Off Sale" Weekday Liquor License Applicant:
  - a. An-Stone, LLC dba Valley Liquor located at 1502 Central Ave. NE, East Grand Forks, MN 56721.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

13. Regular meeting minutes of the Water, Light, Power and Building Commission for May 19, 2011.

**COMMUNICATIONS: NONE.**

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

14. Consider adopting Resolution No. 11-06-52 a Resolution ordering preparation of plans and specifications for 2012 City Project No. 2 – Wastewater Interconnect Project.
15. Consider approving the application for a Special Event License for the Rockn' For Sherlock Fundraiser to be held June 29, 2011 from 12:00 p.m. to 1:00 p.m.
16. Consider adopting Resolution No. 11-06-53 a Resolution approving the rebuild of Sherlock Forest Playground and appoint Penny Pape and Katie Nelson co-chairs of the reconstruction.

**CLAIMS:**

17. Consider adopting Resolution No. 11-06-54 a Resolution accepting donations for the Sherlock Forest Playground.
18. Consider adopting Resolution No. 11-06-55 a Resolution authorizing the City of East Grand Forks to approve purchases from Berts Truck Equipment the goods referenced in check number 9829 for a total of \$12.22 whereas Council Member Gregoire is personally interested financially in the contract.
19. Consider adopting Resolution No. 11-06-56 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 9879 for a total of \$520.69 whereas Council Member Buckalew is personally interested financially in the contract.
20. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**ADJOURN:**

**Upcoming Meetings**

- Work Session – June 28, 2011 – 5:00 PM – Training Room
- Regular Meeting – July 5, 2011 – 5:00 PM – Council Chambers
- Work Session – July 12, 2011 – 5:00 PM – Training Room
- Regular Meeting – July 19, 2011 – 5:00 PM – Council Chambers

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, JUNE 7, 2011 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for June 7, 2011 was called to order by Council President Buckalew at 5:00 P.M.*

**CALL OF ROLL:**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Dave Aker, Parks & Recreation Superintendent; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Teri Kouba, Planning & Zoning; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present*

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

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

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of May 17, 2011.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of May 24, 2011.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE ITEMS ONE (1) AND TWO (2) AS SUBMITTED.**

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

*Voting Nay: None.*

**SCHEDULED BID LETTINGS: NONE.****SCHEDULED PUBLIC HEARINGS: NONE.****CONSENT AGENDA:**

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

3. Consider adopting Resolution No. 11-06-46 a Resolution to authorize a two year tax abatement for newly constructed homes ready for occupancy in 2011.
4. Consider approving the request to repave Hill Street under the train trestle and mill in place the road from the Sacred Heart ball fields and maintain as a graveled road.
5. Consider approving the request to purchase a low floor bus for the Fixed Route in East Grand Forks through the Minnesota State Bid process.
6. Consider approving the request to submit the Safe Routes to School application for 2012-2013 Infrastructure Funding.
7. Consider approving the quote to Madsen Specialties for \$17,961 for the repair and resurface O'Leary Tennis Courts.
8. Consider approving the application for a special event license for the Fun Run/Walk to be held July 9 from 8:30 a.m. to 11:30 a.m., in the Greenway.
9. Consider approving the application for a special event license for The Chamber, for the CATS Incredible to be held July 29 through July 31, 2011, in LaFave Park. Setup will begin Wednesday July 28, in the Park.
10. Consider approving the temporary liquor license application for the American Legion Post 157, for The Chamber After Business Hours event at Hugo's #5 on June 16, 2011.
11. Consider approving the temporary liquor license application for the Eagles Dacotah Aerie 350, for Catfish Days on July 29, 2011 through July 31, 2011.
12. Consider approving the temporary liquor license application for the Valley Golf Association, for a wedding at 2120 11<sup>th</sup> Ave. NW, East Grand Forks, MN 56721 on July 1, 2011.
13. Consider approving the following "Off Sale" Non-Intoxicating Malt Liquor License Applicant Renewal:

- a. East Side Travel Plaza located at 607 Gateway Drive, East Grand Forks, MN 56721.
- 14. Consider approving the following “Off Sale” Weekday Liquor License Applicant Renewals:
  - a. Duke’s Liquors located at 1502 Central Ave. NE, East Grand Forks, MN 56721.
  - b. Pop’s Liquor located at 122 4<sup>th</sup> St. NE, East Grand Forks, MN 56721.
  - c. Hugo’s Wine & Spirits at 310 14<sup>th</sup> St. NE, East Grand Forks, MN 56721.
- 15. Consider approving the following “On Sale” Wine and “On Sale” Non-Intoxicating” Liquor License Applicant Renewals:
  - a. LBDMEGF, LLC, Little Bangkok located at 302 DeMers Avenue, East Grand Forks, MN 56721.
- 16. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant Renewals:
  - a. American Legion located at 1009 Central Ave. NW, East Grand Forks, MN 56721.
  - b. Applebee’s Neighborhood Grill & Bar located at 415 2<sup>nd</sup> St. NW, East Grand Forks, MN 56721.
  - c. Blue Moose Bar & Grill located at 507 2<sup>nd</sup> St. NW, East Grand Forks, MN 56721.
  - d. Boardwalk Bar & Grill located at 415 2<sup>nd</sup> St. NW Suite C, East Grand Forks, MN 56721.
  - e. Eagles located at 227 10<sup>th</sup> St. NW, East Grand Forks, MN 56721.
  - f. Liberty Lanes located at 1500 5<sup>th</sup> Ave. NE, East Grand Forks, MN 56721.
  - g. Mamma Marias Italian Restaurant, Inc. located at 211 DeMers Avenue, East Grand Forks, MN 56721.
  - h. Mike’s Pizza & Pub located at 411 2<sup>nd</sup> St. NW, East Grand Forks, MN 56721.
  - i. Valley Golf Course located at 2407 River Road NW East Grand Forks, MN 56721.
  - j. Veterans of Foreign Wars Post 3817 located at 312 Demers Ave., East Grand Forks, MN 56721.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO APPROVE CONSENT MOTIONS NUMBER THREE (3) THROUGH SIXTEEN (16) AS SUBMITTED.**

Council Member Tweten suggested the City Attorney look at the dram shop requirements for the licenses.

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

*Voting Nay: None.*

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

17. Regular meeting minutes of the Water, Light, Power and Building Commission for May 5, 2011.

**COMMUNICATIONS: NONE.**

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

18. Consider approving the Memorandum of Understanding between Law Enforcement Labor Services, In., Local No. 152 (LELS) and the City of East Grand Forks.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN LAW ENFORCEMENT LABOR SERVICES, IN., LOCAL NO. 152 (LELS) AND THE CITY OF EAST GRAND FORKS.**

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

*Voting Nay: None.*

19. Consider adopting Resolution No. 11-06-47 a Resolution approving the Cooperative Construction Agreement No. 98713 between the State of Minnesota Department of Transportation and City of East Grand Forks in the amount of \$120,000.

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 11-06-47 A RESOLUTION APPROVING THE COOPERATIVE CONSTRUCTION AGREEMENT NO. 98713 BETWEEN THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION AND CITY OF EAST GRAND FORKS IN THE AMOUNT OF \$120,000.**

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

*Voting Nay: None.*

20. Consider adopting Resolution No. 11-06-49 a Resolution to authorize Randy Gust or Erin Johnson to sign any and all grants or required documentation from the Division of Homeland Security and Emergency Management.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADOPT RESOLUTION NO. 11-06-49 A RESOLUTION TO AUTHORIZE RANDY GUST OR ERIN JOHNSON TO SIGN ANY AND ALL GRANTS OR REQUIRED DOCUMENTATION FROM THE DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.**

Council Member DeMers asked if the City Administrator should be signing these documents. Mr. Huizenga stated that Chief Gust and Ms Johnson are the two working on the grant and it just makes things easier.

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

*Voting Nay: None.*

#### **CLAIMS:**

21. Consider adopting Resolution No. 11-06-48 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 9726 for a total of \$3,198.84 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 11-06-48 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 9726 FOR A TOTAL OF \$3,198.84 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

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

*Voting Nay: None.*

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

Acme Electric Companies	Ear Plugs/Safety Glasses	\$75.63
Ad Monkey's	Refund Baseball Sponsorship	\$90.00
Adapco	Mosquito Chemicals	\$8,112.50
Advanced Business Methods Inc	Copier	\$630.09
Albrecht Manufacturing	Mounting Brackets To Fit ACS	\$200.84
All Pro Embroidery	Crest Logos	\$60.00
Alltel	Cell Phone	\$351.39
Amazon.com	Books	\$85.50
American Tire Service	6 Tires/Repair Flat	\$76.41
Ameripride Linen & Apparel Services	Cleaning Supplies/Services	\$247.82
Aschco Exteriors Inc	Reimb Double Payment On Building Permit	\$80.00
B&M Recognition	Plaques	\$56.91
Bailey Nurseries Inc	Trees	\$2,006.57
Baker & Taylor Co	Books	\$431.06
Blue Cross Blue Shield of ND	EDHA Group Insurance	\$6,483.10
Bobcat of Grand Forks	Cabin Air Filters #144	\$645.03
Brady Martz & Associates	2010 Audit Services	\$8,977.00
Broad Reach	Books	\$120.70
Brodart Co	Books	\$226.75
Butler Machinery Co	O-Ring #155/Oil Pressure Sensor #155	\$142.60
Bydal Designs	Signs	\$246.88
C&H Distributors LLC	Cig Butt Receptacle	\$112.33
	Cement Slabs For Upright Markers/Sunshine	
Cariveau Concrete Construction	Terrace Repairs	\$2,457.50
Carquest Auto Parts	Fuel Filters #337	\$64.72
Cash Donald Scott	April 2011 Dial A Ride	\$3,253.25
Cole Papers Inc	Supplies/Vacuum Repair	\$468.88
Complete Pest Control Inc	Pest spraying/Gohpers On Levees/Qtrly Inspection	\$3,289.61
Contemporary Drama Service	Program Supplies	\$47.24
Country Inn & Suites Elk River	Lodging/Robertson & Reznicek/Shotgun Training	\$82.29
Country Inn St.Paul East	Lodging/Reznicek/Use Of Force	\$824.80

Cummins NPower LLC	Battery Replaced At K10	\$278.49
Demco Educational Corp	Processing Material/Supplies	\$303.41
Diamond Cleaning Supply Richard Papenfuss	Degreaser/Truck Wash Soap	\$211.51
	Repair Fan Motor In WW Lift/Generator	
	Extension/Repair Fan Motors SW Lifts/Repairs	
Eagle Electric	Sunshine & RW	\$4,505.54
EGF Police Petty Cash	Reimb/Compliance Checks	\$7.00
Emphasys Computer Solutions	Software Maint/July 2010	\$3,666.52
Enright Scott	Sidewalk Reimb	\$580.00
Explorer Post #38	Squad Car Cleaning	\$40.00
Exponent	Notice To Destroy Grass/Weeds	\$62.93
Forum	12 Month Newspaper Renewal	\$220.00
Fredlund William and Molly	Landscaping Incentive Reimb	\$500.00
FS Engineering	Professional Services	\$71,941.01
G&K Services	Mats	\$247.74
Gaffaney's	Office Supplies/Ink Cart/Paper Supplies	\$282.97
Gaffaneys	Tax Due On Invoice	\$1.69
Gale	Books	\$163.76
Garden Hut Inc	Indicator Lights For Inv	\$38.00
Gary & Lisa Christianson & Wells Fargo Bank	New Construction Loan	\$5,000.00
	Field Marker Chalk/Pants/Baseballs/Tees/Softball	
Gerrells Sport Center	T-Shirts	\$1,221.99
GF Herald	Marvel Grant Advertisement	\$185.00
	Lodging Tax/April 043011/Plaza Motel & E.Grand	
GGF Convention & Visitors Bureau	Inn	\$780.96
Glass Pro's Inc	Repair Vandalism	\$88.00
GLSports Inc	Caps For Cal Ripken	\$995.54
Gopher State Lawn Sprinklers	Sprinkler Maint Contract	\$540.00
Grand Forks Environmental Lab	Water Sample	\$26.00
Grenier John	Reimb Meals/Mileage MRWR Seminar	\$175.70
Hajicek Rick	Cleaning 5/09/11 - 5/20/11	\$285.00
Hajicek Rod	Phone Accessories	\$96.03
Halbrook Lynn M.	Presentation/Marvel Grant	\$300.00
Hardware Hank	Misc Maint Supplies	\$3,198.84
Hawkins Chemical	Chlorine	\$1,802.98
Heartland Paper	Misc Supplies	\$1,071.67
Helgeson Charlotte	Reimb/Nook/Nook Cover/Clocl Part	\$328.89
Hoekstra Mike	Presentation Session/Marvel Grant	\$500.00
Holiday Credit Office	Fuel	\$319.94
	Hyd Cylinder Depth Stops #196/Mower Blade	
Home of Economy	Adapter	\$45.33
Hugo's	Food/Supplies	\$189.41
Inspec	Library Roof Repairs/4/1/11-4/30/11	\$7,778.29

Integra Telecom	LD Phone	\$92.10
Integrated Process Solutions Inc	WW & SW Telemetry Upgrade & Programming	\$7,040.25
Interstate Traffic Signs	Traffic Engineering During Flood	\$7,214.06
John Hopkins White Pages Library	WP 2011 Lib Ed Vol 1&2	\$189.90
Jolanda Streifel	Nametags	\$10.68
Jones Melanie	Presentation/Marvel Grant	\$500.00
K&K Trucking Inc	Gravel	\$1,960.00
Kellermeyer Building Service	Cleaning Services/RW Center	\$1,923.75
Kelley Blue Book	Books	\$70.00
Knudson Terry	Reimb/Wellness Program Purchases	\$2,373.41
Leisureland RV	5000 Watt Generator	\$565.00
Liberty Business Systems	Copier Maint	\$73.59
Librarians' Choice	Books	\$86.28
	Instrument Dash Cluster #45/Left Interior Door	
Lithia Payment Processing	Handle #614	\$352.37
Lorene Keehr	Replace Lettering	\$130.38
Lumber Mart	Wood Shims For Floodwall/Lumber	\$44.15
Manias Michelle	Reimb Meals/Phlobatomy School/Dakota Co	\$86.00
Marco	Copier Maint	\$20.00
Marco Inc	Copier Maint	\$294.31
MCFOA	Membership Fees/S.Huizenga & M.French	\$70.00
Micro-Marketing LLC	DVDs	\$299.26
Midland Atlas Co LLC	Atlases	\$150.00
Minitex	Security Strips	\$511.00
Minnesota/Wisconsin Playground	Swing Seats	\$764.72
MN Commissioner of Transport	Traffic Signal Maint	\$1,870.41
MN Fire Service Certification Board	Certifacation Dues	\$140.00
Monson Allen	Sidewalk Reimb	\$710.00
Neil Law Firm PC	Legal Fees/Title/Search	\$315.00
	Starter #304/Turn Signal Switch/Ignition Key &	
O'Reilly Auto Parts	Tumble	\$221.50
Olson Randy	Work Boot Reimb	\$75.00
Penworthy Company	Books	\$141.40
Premium Waters Inc	Water Service	\$6.50
Pumpkin Books	Books	\$254.69
Qualificatrion Targets Inc	Crystal Targets	\$67.60
Quill Corp	Office Supplies	\$693.24
Qwest	Phone Service	\$1,097.29
RDO Powerplan OIB	Steering Wheel Tilt Shock Kit	\$389.76
Red River Snowmobile Club	Trails Maint	\$4,703.48
Rescuepax	Rescue Training	\$4,000.00
Revolutions Power Sports	Battery #140	\$46.96
Reznicek Anthony	Reimb Meals/Use of Force Training/St.Paul	\$627.00

Right Choice Electric Inc	Repair Electric Gate	\$362.84
RJ Zavoral & Sons	Road Closure At 1st & 3rd	\$12,989.00
RMB Environmental Lab Inc	Predischarge Sample/ Secondary Pond Discharge	\$363.00
Roto Rooter	Pump Two Toilets	\$200.00
Schrage Aeiiso	Reimb Uniform/Dress Gloves	\$15.99
Sigma Controls Inc	Transducer For #3 WW Lift	\$1,137.33
Smart Apple Media	Books	\$154.65
Spray Advantage	Water Fill Hose Female Couple	\$19.17
Stennes Granite	8 O/C	\$3,800.00
Strauss Paul	Sidewalk Reimb	\$325.00
Streichers	Vest/Robertson	\$749.99
Sunshine Terrace	Laundry Money	\$300.00
Surplus Center	Lock Nuts & Bolts For #196	\$11.21
Thomas Bouregy & Co	Books	\$139.50
True Temp	Apt 302 Replace Bad Zone Valve/Repairs TNT	
Unseth Dennis	Outfitters	\$164.70
USPS Postmaster	Reimb Sidewalk	\$350.00
Valley Truck	Postage/ 4 Months	\$340.00
	Repair ABS Brake System #155	\$222.29
	Low Water Cut Off Repaired/Gas Leak	
	Repair/Campground Work/Toilet Repairs/Cleaning	
Vilandre Heating & A/C	Exhaust/Boiler Repairs	\$2,074.46
W.D. Larson Companies LTD Inc	A/C Switch #614	\$96.35
Wagner Max	Reimb/Work Boots	\$75.00
Wagner's Landscaping	Tree	\$50.00
Warner Dennis	Presentation/Marvel Grant	\$500.00
Water & Light Department	Monthly Services	\$56,450.11
Weber James	Reimb Station Supplies	\$48.98
Wizard's Enterprises Inc.	Custodial Services	\$490.00
Wonder Weavers Storytellers LLC	Storytelling Program/Craft Project	\$500.00
Xcel Energy	Monthly Services	\$5,517.67
Zee Medical Service	First Aid Kit Refill	\$86.37
	Total	<u>\$275,642.19</u>

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

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

*Voting Nay: None.*

**COUNCIL/STAFF REPORTS:**

Mayor Stauss suggested that larger flowers should be planted in the flower gardens and pots around the City.

Council Member DeMers discussed the conference call with the Coalition of Greater Minnesota Cities regarding the Government shut down. They discussed strategy options and they will continue with lobbying efforts. Council Member DeMers suggested creating an impact list with LGA cuts.

Council Member Vonasek thanked everyone for the guidance that he has received so far as a new Council Member.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE JUNE 7, 2011 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:20 P.M.**

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

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED  
MINUTES OF THE  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, JUNE 14, 2011 – 5:00 PM**

**CALL TO ORDER**

*The Work Session of the East Grand Forks City Council for June 14, 2011 was called to order by Craig Buckalew, Council President 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 (5:10 p.m.), Council President Craig Buckalew, Council Vice-President Wayne Gregoire, Council Members Marc DeMers, Ron Vonasek, Henry Tweten, and Mike Pokrzywinski.*

**STAFF PRESENT**

*Dave Aker, Parks & Recreation Superintendent; Dan Boyce, Water & Light Manager; Steve Emery, 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. Legislative Update - Representative Kiel**

Representative Kiel rescheduled for the June 21, 2011 Council Meeting.

**2. Sherlock Park Playground – Penny Pape/Scott Huizenga**

Mr. Huizenga announced that he would like the City Council to formally announced the intent to rebuild Sherlock Forest Playground and appoint Penny Pape and Katie Nelson co-chairs. Mr. Huizenga stated that he has not heard back from insurance. Ms Pape recommended using the same firm. Discussion occurred regarding the purchasing process.

**3. 2012 City Project – Wastewater Interconnect Project – Greg Boppre**

Mr. Emery asked City Council to approve plans and specifications. Mr. Huizenga announced that the City is on schedule with the process. Council Member Gregoire suggested moving it on to Council for approval. Council Member Tweten would like to see a memorandum of understanding or contract with Grand Forks before proceeding. He suggested a sub-committee with the Mr. Boppre, Mr. Huizenga, Mr.

Galstad, Council President Buckalew, and Mayor Stauss to work on the agreement. Mr. Huizenga announced that the parameters are laid out on what should be included in the agreement. Mayor Stauss suggested a “do not exceed amount” on the project. This item will be referred to City Council for action.

**4. NCTC Transit Contract – Scott Huizenga**

Mr. Huizenga announced that this is a one year agreement and the City would have a 33% increase in revenue. He stated that it is the same terms and conditions as before. This item will be referred to Council for action.

**5. Joint Powers Agreement with Minnesota Department of Natural Resources – Scott Huizenga**

Mr. Huizenga announced that this Joint Powers Agreement is a five year agreement and all campground revenues go to the City. Mr. Huizenga stated that in the event the State of Minnesota does shut down, the campground would as well. Mr. Huizenga announced that he did offer the City to volunteer to keep the campground open but was currently denied. Council thanked Mayor Stauss, Mr. Huizenga, and Mr. Grassel for all their dedication to the campground.

**6. State Performance Measures – Scott Huizenga**

Mr. Huizenga stated that the Legislature appointed a Council on Local Results and Innovation. The goal is to develop uniform benchmark through the State. By participating, Cities can see a small increase on LGA and receive an exemption on levy limit laws. This item will be referred to City Council for action.

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE JUNE 14, 2011 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:58 P.M.**

*Voting Aye: Tweten, Gregoire, Pokrzywinski, DeMers, Vonasek, and Buckalew.*

*Voting Nay: None.*

*Absent: Leigh.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**[2. INCLUDE AN *ENCUMBRANCE WORKSHEET* IN ORDER TO ASSIST WITH ENCUMBERING THE MONEY FOR THIS AGREEMENT.**

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Department of Natural Resources, Director of Parks and Trails hereafter referred to as the "State" and the city of East Grand Forks hereafter referred to as "Governmental Unit

**Recitals**

Under Minn. Stat. §§ 84.026 and 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of knowledgeable and dedicated staff that would be responsible to provide daily operations and management of the Red River Recreation Area. The State will continue to provide the necessary physical plant, equipment, funding, and technical assistance to meet our level of customer service and to successfully operate this facility. Refer to Exhibit A, Red River Recreation Area Management Plan for full details.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** July 1, 2011 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 31, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Agreement between the Parties**

See Exhibit A, Red River State Recreation Area Operations Plan, for City of East grand Forks and MN DNR responsibilities.

**3 Payment**

The state agrees to reimburse the city of East Grand Forks for the cost of operations of Red River State Recreation Area based a formula described in attachment B for the 2011 through 2015 seasons. The payments will be made in three installments. The first payment not to exceed \$50,000 will be made on June 30, of each year, the second payment not to exceed \$50,000 will be paid on July 30, of each year; and the third payment will be paid on or before December 31 of each year for the balance due based on the formula in attachment B. All payments must be supported by actual invoices equal to the amount requested for reimbursement.

The total obligation of the State under this agreement will not exceed \$900,000.

**4 Authorized Representatives**

The State's Authorized Representative is, Michael J. Kovacovich, Northwest Regional Parks & Trails Manager, 2115 Birchmont Beach Road, Bemidji, Minnesota, 218-308-2652, or his/her successor.

The Governmental Unit's Authorized Representative is Scott M. Huizenga, City Administrator/Clerk-Treasurer, City of East Grand Forks, Minnesota, or his/her successor.

**5 Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its

right to enforce it.

5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

## 7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

## 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

## 9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 10 Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.*

Joint Powers Agreement (Rev. 11/10)

## 3. STATE AGENCY

By: \_\_\_\_\_

(with delegated authority)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CFMS Contract No. A-\_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
As delegated to Materials Management Division

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy

## EXHIBIT A

### Red River State Recreation Area Management Plan

The City of East Grand Forks (the City) will be responsible for the supervision and management of the Red River State Recreation Area. This management will comply with all state park standards and procedures as stated below:

- 1. Human Resources:** The City will hire the staff needed to manage and supervise the recreation area. When hiring this staff the Division of Parks and Trails(the Division) will be involved in the interviews of key employees and their selection. Staff will conduct themselves professionally and will wear, while on duty, a vest or shirt as specified by the state to identify them to the public as staff of the Red River State Recreation Area.
- 2. Hours of Operation:** The recreation area will be open and staffed from 8:00 a.m. to 10:00 p.m. each day. The season of operation will be a minimum of: from the Friday prior to Memorial Day until September 17. The City shall be allowed to extend the operation of the recreation area if its expenses are within the budget as referenced in paragraph 3 of the Joint Powers agreement provided that neither party has exercised their rights under paragraph 10 Termination. Extension of the operation will require department approval however; approval will not be unreasonably withheld. The City will monitor the unit during the off-season, reporting any problems to the department.
- 3. Rules and Regulations:** The City will manage the unit in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400 and as stated in the State Park Rule Book attached. Additional restrictions may be added to meet City ordinances and laws.
- 4. Fees and Permits:** The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the Division. All sales and money must be deposited according to operational procedures and will be audited by the Division at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.
- 5. Revenue Collection and Reporting:** The Info Spherix reservation system and Point of Sale System will be used for reporting and auditing.
- 6. Inventory Control:** Inventory of all merchandise and equipment will be documented at the start of the season and audited at closing. The City and Division staff will do this inventory control together.
- 7. Training:** Staff will be trained by both the Division and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend the normal spring state park training sessions.

The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the Division and the City.

8. **Reports:** The City will be responsible for providing annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.

9. **Documents and Files:** Appropriate documents will be maintained by staff for the state park. When an accident happens an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the state.

10. **Equipment:** All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the region and considered part of the dollars budgeted for the operations of the unit. All equipment logs will be kept up to date for audit purposes.

11. **Records for Payment:** The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area. All dollars must be spent on the management and operation of the unit.

12. **Special Events:** Special events will follow the Division's special event policy and guidelines. All special events need to be approved by the Division.

13. **Public Involvement:** The City and the Division will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

14. **Operation Review:** Once a month the Division will meet with the City to review issues and to inspect the grounds, structures and equipment to assure that the level of maintenance and operations is meeting state park standards.

15. **Standards:** The Division has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.

16. **Project Funds:** The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding, other sources) in the same manner as other parks and recreation areas are eligible for them. The City will be advised of time frames and procedures for submitting project proposals. The City, through its recreation area staff, will submit project requests to the DNR Parks Regional office, where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.

17. **Nature Store Operations, Firewood and Ice:** Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the Division and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the Division and deposited in the appropriate account.

18. **Natural Disasters:** The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation area. Damage assessment and repair will be the responsibility of DNR unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.

19. **Liability for volunteers:** The city may recruit and utilize volunteers for duties of the Recreation Area, at their discretion. Volunteers working at the Recreation Area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.

20. **Fleet and Equipment Utilization:** The DNR and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the budgeted amount that the City may receive for operating the Red River Recreation Area. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.

21. **Termination:** If this agreement is terminated because of insufficient funding, the government unit **shall be paid** for services performed prior to notice of termination.

22. **Payments:** At the time the third payment is made to the City, the budget and expenditures will be reviewed in detail. If there is a need to adjust the budget, it will be discussed between the parties. An amendment to contract, if necessary, could be considered. An amendment to this agreement must be in writing and will not be effective until it has been executed and approved by both parties.

## Exhibit B

### Red River State Recreation Area Funding Formula

The Red River State Recreation Area (RRSRA) Funding Formula will be based on eligible revenues minus The Department of Natural Resources Division of Parks and Trails Administrative and Technical Expenses. For each operating year (calendar year) the revenues will be based on the RRSRA revenues for that calendar year. The administrative and technical expenses will be based on the Fiscal Year ending June 30 of that calendar year (Calendar year 2011 based on FY 2011, Calendar year 2012 based on FY 2012 ). These expenses will be based on actual costs to the division when identifiable or as a percentage of total Division costs attributed to operating the State Park system if those costs cannot be identified directly to an individual unit of the division. The percentages for each expense are listed below in section C. Where 1% is used the 1% is derived from the percentage of revenues and attendance RRSRA represents against division totals.

A. Eligible revenues shall include the following fees generated at or collected for RRSRA:

Camping Fees

Camping Add On Fees (Electric, Sewer, Water)

Picnic Shelter Rental

State Park Daily Entry Permits

1% of the annual permits sold at RRSRA

Eligible Administrative and Technical Expenses shall include:

Building Maintenance Fees,

Office of Management & Budget

Communication and Outreach

Management Information Systems (2 Computers)

Computer/Network Replacement (2 computers)

Explore MN Advertising Contract

St. Paul Central Office Support

Region Office Support

B. Calendar 2011 Formula:

Listed below are the 2010 RRSRA revenues and eligible revenue as examples for future revenue calculations.

Calendar 2010: Red River State Recreation Area Revenues:

Tax	\$12,946
Reservation Fees	\$3,247
Permits, Annual Regular	\$18,547
Permits, Annual Additional	\$824
Permits, Annual Special	\$134
Permits, Ann Motorcycle	\$74
Permits, Daily Regular	\$9,831
Camping Fees (drive in)	\$103,561
Camping Fees (walk-in)	\$688
Camping Fees (class 3)	\$115
Camping Add-on Fees (Electric, sewer, water)	\$48,181
Picnic Shelter Rental	\$69
Over/Under	\$64
Gift card sales	\$82
Firewood/Ice	\$5,250
Retail Product	\$1,112
<b>Total</b>	<b>\$204,725</b>

Eligible Revenue:

Permits, Daily Regular	\$9,831
Camping Fees (drive in)	\$103,561
Camping Fees (walk-in)	\$688
Camping Fees (class 3)	\$115
Camping Add-on Fees (Electric, sewer, water)	\$48,181
Picnic Shelter Rental	\$69
Permits, Annual Regular - \$18,547 x 1%	\$185
Permits, Annual Additional -\$824 x 1%	\$8
Permits, Annual Special -\$134 x 1%	\$1
Permits, Ann Motorcycle -\$74 x1%	\$1
<b>Total</b>	<b>\$162,640</b>

C. Division of State Parks & Trails Administrative and technical Expenses for Red River State Recreational Area FY2011

Building Maintenance Fees	\$9880
Office of Management & Budget (0.33%)	\$2437
Communication and Outreach (1%)	\$3684
Management Information Systems (2 Computers)	\$4934
Computer/Network Replacement (2 computers)	\$1380
Explore MN Advertising Contract (1%)	\$3750
St. Paul Central Office Support (0.50%)	\$8264
Region Office Support (0.50%)	\$3025
<b>Total</b>	<b>\$37,344</b>

Payments to City of East Grand Forks calendar year 2011(example)

$$\$162,640 - (\$37,344) = \$125,296$$

# Request for Council Action

**Date:** June 14, 2011  
**To:** East Grand Forks City Council and Mayor Lynn Stauss  
**From:** Teri Kouba, Planner – EGF Transit  
**RE:** NCTC transit contract

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## **GENERAL INFORMATION:**

East Grand Forks has had a contract that provides free rides to students and staff of Northland Community and Technical College. The riders would be able to ride anywhere within our system including the City of Grand Forks Monday through Saturday. The only requirement to get the ride is for the student or staff to show their NCTC identification card and a card for the fare box to ride the buses. The Cities Area Transit (CAT) the operator of the system will keep track of the amount of rides given.

Transit Staff has negotiated a contract fee of \$6,000 for the year, to be billed out on a quarterly basis. The contract will run from July 1<sup>st</sup>, 2011 to June 30<sup>th</sup>, 2012. As with all transit contracts the Mayor and the City Administrator will be required to sign the contract.

We have evaluated the contract and request the contract be approved without any modifications.

## **RECOMMENDATION:**

Staff recommends allowing the Mayor and City Administrator to enter into a contract to provide free rides to NCTC staff and students with proper ID for the cost of \$6,000 for the year or \$1,500 per quarter.

**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**NORTHLAND COMMUNITY AND TECHNICAL COLLEGE**

**SERVICES CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of *Northland Community & Technical College* (hereinafter MnSCU), and *City of East Grand Forks, 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721*, an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

WHEREAS, MnSCU, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MnSCU is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on *July 1, 2011* or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until *June 30, 2012* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MnSCU's authorized representative.

II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

*Provide transportation for all Northland Community & Technical College students, faculty, and staff. A CONTRACTOR bus will stop at the campus once every half hour during the CONTRACTOR'S business day which is 7:00.am to 6:00 pm.*

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MnSCU as follows:

1. **Compensation** of *Six Thousand and 00/100 Dollars (\$6,000.00)*

2. The total obligation of MnSCU for all compensation and reimbursement to the CONTRACTOR shall not exceed *Six Thousand and 00/100 Dollars (\$6,000.00)*

B. **Terms of Payment.**

1. Payment shall be made by MnSCU promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MnSCU's authorized representative. All services provided by the CONTRACTOR pursuant to this contract

shall be performed to the satisfaction of MnSCU, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MnSCU to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

- a. *Upon receipt of quarterly invoice.*
  - b. **Retainage.** Retainage will not apply to this contract.
2. **Nonresident Aliens.** Pursuant to 26 U.S.C. §1441, MnSCU is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MnSCU will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MnSCU makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MnSCU does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MnSCU harmless for any taxes owed and any interest or penalties assessed.

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. MnSCU's authorized representative for the purpose of administration of this contract is:

Name: Kent Hanson  
Address: 2022 Central Ave NE, East Grand Forks, MN 56721  
Telephone: 218-793-2461  
E-Mail: kent.hanson@northlandcollege.edu  
Fax: 218-793-2821

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Teri Kouba  
Address: 600 DeMers Ave; PO Box 373, East Grand Forks, MN 56721  
Telephone: 701-746-2660  
E-Mail: terinelson@theforksmmpo.org  
Fax: 701-787-3755

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by MnSCU at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. **Termination for Insufficient Funding.** MnSCU may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a

reasonable time of MnSCU receiving notice that sufficient funding is not available. MnSCU is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MnSCU will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MnSCU.
- VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MnSCU's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statutes § 176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MnSCU employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MnSCU's obligation or responsibility.
- IX. **MINNESOTA STATUTES § 181.59.**

The Contractor will comply with the provisions of Minnesota Statutes § 181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

X. **DATA DISCLOSURE.**

- A. The CONTRACTOR is required by Minnesota Statutes §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

B. For any person hired as an independent contractor, except for those persons whose contract is for less than two (2) months with gross earnings of less than Two Hundred Fifty and 00/100 Dollars (\$250.00) per month and for corporations, Minnesota Statutes § 256.998 requires that his or her social security number and date of birth be submitted to the Department of Human Services. This information may be used in the enforcement of state and federal child support laws.

XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or MnSCU.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify MnSCU. MnSCU will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MnSCU at the CONTRACTOR'S expense from any action or claim brought against MnSCU to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MnSCU's opinion is likely to arise, the CONTRACTOR shall, at MnSCU's discretion, either procure for MnSCU the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIII. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XIV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

XV. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MnSCU and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVI. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

XVII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; X., Data Disclosure; XI., Government Data Practices Act; XII., Intellectual Property; XIII., Jurisdiction and Venue; and XV., State Audits.

XVIII. INSURANCE. CONTRACTOR shall submit an ACCORD Certificate of Insurance to MnSCU's authorized representative prior to execution of the contract. Each policy must contain a thirty (30) day notice of cancellation, non-renewal or material change to all named and additional insureds. The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better prior to execution of the contract. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

A. Workers' Compensation Insurance. CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident.

B. Commercial General Liability. CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence  
\$2,000,000.00 annual aggregate

In addition, the following coverages must be included:

Products and Completed Operations Liability  
Blanket Contractual Liability  
Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities on behalf of  
**NORTHLAND COMMUNITY AND TECHNICAL COLLEGE**

C. Commercial Automobile Liability. CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by CONTRACTOR, a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Owned, Hired, and Non-owned  
Name the following as Additional Insureds:

Board of Trustees of the Minnesota State Colleges and Universities on behalf of  
**NORTHLAND COMMUNITY AND TECHNICAL COLLEGE**

D. Errors and Omissions (E & O) Insurance. CONTRACTOR shall maintain insurance protecting it from claims CONTRACTOR may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to CONTRACTOR's services required under this contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate

CONTRACTOR shall submit a certified financial statement providing evidence CONTRACTOR has adequate assets to cover any applicable E & O policy deductible.

E. MnSCU reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MnSCU and copies of policies must be submitted to MnSCU's authorized representative upon written request.

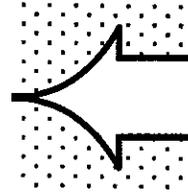
XX. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.



**SIGN  
HERE**

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name) Michelle Bakken
Title Business Manager
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
NORTHLAND COMMUNITY & TECHNICAL COLLEGE**

By (authorized signature and printed name) Kent Hanson
Title Vice President of Academic Affairs and Student Services
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name) Michelle Bakken
Title Business Manager
Date

**RESOLUTION NO. 11 – 06 - 50**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT**

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

Be it resolved the East Grand Forks Police Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2011 through September 30, 2012.

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

Voting Aye:  
Voting Nay: None.  
Absent:

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> day of June, 2011.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: June 3, 2011

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request to pass a resolution authorizing the East Grand Forks Police Department to participate in the 2011/2012 Safe and Sober Program

---

Background: For a number of years the East Grand Forks Police Department has partnered with the Polk County Sheriff's Office and the Crookston Police Department when applying for funding through the State of Minnesota for the Safe & Sober program. This year the State is requesting that the involved agencies each provide a resolution from their council or board authorizing the participation of that agency. Safe & Sober is a State funded program that provides funding to our department so that we can have additional officers out working on various types of traffic control, most specifically DWI enforcement. The total award for the three involved agencies for this funding period is estimated to be \$20,000.00 (Final figures have not been completed). Up to 10% of the grant can be used for project related equipment purchases (portable breath testing devices, flashlights or other traffic safety equipment). The equipment purchases do require a 50% Department match. The remainder of the funding is used for overtime expenses for officers conducting traffic enforcement through the Safe & Sober program. Mike Swang has been the program coordinator in the past and will continue to do so during this program period.

Recommendation: Approve the attached resolution authorizing the East Grand Forks Police Department to participate in the 2011/2012 Safe & Sober Program.

Enclosures: Draft Resolution.

**RESOLUTION NO. 11 – 06 - 51**

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

WHEREAS, the Legislature created the Council on Local Results and Innovation; and

WHEREAS, the Council released a standard set of ten performance measures for cities;

WHEREAS, the City of East Grand Forks can opt to participate in the new standards measure program to be eligible for a reimbursement in LGA, and exemption from levy limits; and

WHEREAS, the City of East Grand Forks supports the implementation of performance measures and benchmarks as a best practice in the City’s budget and planning process.

BE IT RESOLVED that the City of East Grand Forks City Council hereby adopt 10 performance benchmarks developed by the Council;

BE IT RESOLVED by the City Council of the City of East Grand Forks, Minnesota that elects to participate in the standard measures program for 2011 and will file a report with the Office of the State Auditor by July 1, 2011;

BE IT FURTHER RESOLVED that the City Council will provide annual reporting by July 1, 2012 to the Office of the State Auditor.

Voting Aye:  
Voting Nay: None.  
Absent:

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> day of June, 2011.

\_\_\_\_\_  
Mayor



REBECCA OTTO  
STATE AUDITOR

# STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500  
525 PARK STREET  
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)  
(651) 296-4755 (Fax)  
state.auditor@state.mn.us (E-mail)  
1-800-627-3529 (Relay Service)

June 1, 2011

Dear City Clerk/Finance Officer/County Auditor:

In 2010, the Legislature created the Council on Local Results and Innovation. In February 2011, the Council released a standard set of ten performance measures for counties and ten performance measures for cities that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services, and measure residents' opinions of those services. By February of 2012, the Council must create comprehensive performance measurement systems for cities and counties to implement in 2012. Cities and counties that choose to participate in the new standards measure program may be eligible for a reimbursement in LGA, and exemption from levy limits.

Participation in the standard measures program by a city or a county is voluntary. Counties and cities that choose to participate in the standard measures program must officially adopt the corresponding 10 performance benchmarks developed by the Council, and implement them in 2011. They will be required to communicate the results of the measures to their residents the following calendar year. A county or city that elects to participate in the standard measures program for 2011 is eligible for a reimbursement of \$0.14 per capita in local government aid, not to exceed \$25,000 and is also exempt from levy limits under sections 275.70 to 275.74 for taxes payable in 2012, if levy limits are in effect.

In order to receive the per capita reimbursement in 2011, and levy limit exemption for calendar year 2012, counties and cities must:

- ✓ File a report with the Office of the State Auditor by July 1, 2011. This report will consist of a declaration approved by the city council or county board stating that the city/county has adopted the corresponding 10 performance measures developed by the Council.

Annual reporting will be required by the cities and counties that participate in the program. By July 1, 2012, cities and counties will be required to report to the OSA that they have adopted both the performance benchmarks, and the performance measure system released by the Council in February of 2012. A declaration will be required that the city/county has reported or will report the results for calendar 2011 of the 10 adopted measures to its residents before the end of calendar year 2012.

To meet the reporting requirements for 2011, a copy of the declaration in a PDF format can be attached to an email and sent to [gid@osa.state.mn.us](mailto:gid@osa.state.mn.us). Beginning next year, the Office of the State Auditor will be using the State Auditor's Form Entry System (SAFES) for the local performance measurement and improvement program reporting.

To view the 10 performance measures for voluntary adoption for both cities and counties, please go to the Office of the State Auditor's website at [www.auditor.state.mn.us](http://www.auditor.state.mn.us), and then in the middle of the home page under *Meetings*, click on *Council on Local Results and Innovation*, and then on *Measurements*.

**Please submit your declaration by July 1, 2011.** There will be no extensions for the reporting deadline. If you have any questions, please contact me at (651) 297-3682 or email me at [Dave.Kazeck@osa.state.mn.us](mailto:Dave.Kazeck@osa.state.mn.us).

Sincerely,



David R. Kazeck, Supervisor  
Government Information Division

Encl: Legislation for new program

## **6.91 LOCAL PERFORMANCE MEASUREMENT AND REPORTING.**

### **Subdivision 1. Reports of local performance measures.**

(a) A county or city that elects to participate in the standard measures program must report its results to its citizens annually through publication, direct mailing, posting on the jurisdiction's Web site, or through a public hearing at which the budget and levy will be discussed and public input allowed.

(b) Each year, jurisdictions participating in the local performance measurement and improvement program must file a report with the state auditor by July 1, in a form prescribed by the auditor. All reports must include a declaration that the jurisdiction has complied with, or will have complied with by the end of the year, the requirement in paragraph (a). For jurisdictions participating in the standard measures program, the report shall consist of the jurisdiction's results for the standard set of performance measures under section 6.90, subdivision 2, paragraph (a). In 2012, jurisdictions participating in the comprehensive performance measurement program must submit a resolution approved by its local governing body indicating that it either has implemented or is in the process of implementing a local performance measurement system that meets the minimum standards specified by the council under section 6.90, subdivision 2, paragraph (b). In 2013 and thereafter, jurisdictions participating in the comprehensive performance measurement program must submit a statement approved by its local governing body affirming that it has implemented a local performance measurement system that meets the minimum standards specified by the council under section 6.90, subdivision 2, paragraph (b).

### **Subd. 2. Benefits of participation.**

(a) A county or city that elects to participate in the standard measures program for 2011 is: (1) eligible for per capita reimbursement of \$0.14 per capita, but not to exceed \$25,000 for any government entity; and (2) exempt from levy limits under sections 275.70 to 275.74 for taxes payable in 2012, if levy limits are in effect.

(b) Any county or city that elects to participate in the standard measures program for 2012 is eligible for per capita reimbursement of \$0.14 per capita, but not to exceed \$25,000 for any government entity. Any jurisdiction participating in the comprehensive performance measurement program is exempt from levy limits under sections 275.70 to 275.74 for taxes payable in 2013 if levy limits are in effect.

(c) Any county or city that elects to participate in the standard measures program for 2013 or any year thereafter is eligible for per capita reimbursement of \$0.14 per capita, but not to exceed \$25,000 for any government entity. Any jurisdiction participating in the comprehensive performance measurement program for 2013 or any year thereafter is exempt from levy limits under sections 275.70 to 275.74 for taxes payable in the following year, if levy limits are in effect.

### **Subd. 3. Certification of participation.**

(a) The state auditor shall certify to the commissioner of revenue by August 1 of each year the counties and cities that are participating in the standard measures program and the comprehensive performance measurement program.

(b) The commissioner of revenue shall make per capita aid payments under this section on the second payment date specified in section 477A.015, in the same year that the measurements were reported.

(c) The commissioner of revenue shall notify each county and city that is entitled to exemption from levy limits by August 10 of each levy year.

February 14, 2011

To the Property and Local Sales Tax Division of the House of Representatives, Taxes Committee and the Taxes Division on Property Taxes of the Senate Tax Committee,

Per the requirements of 2010 Minnesota Laws Chapter 389, Article 2, Sections 1 and 2, the Council on Local Results and Innovation is submitting its recommended "... standard set of approximately ten performance measures for counties and ten performance measures for cities that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services, and measure residents' opinion of those services." The recommended model performance measures are attached. Local government and public feedback was solicited on the proposed benchmarks.

The members of the Council include:

- Patricia Coldwell, Association of Minnesota Counties
- John Gunyou, City of Minnetonka
- Mark Hintermeyer, City of Moorhead
- Jay Kiedrowski, Humphrey School, University of Minnesota
- Katie Nerem, Blue Earth County
- Rebecca Otto, Minnesota State Auditor
- Jay Stroebel, City of Minneapolis
- Matt Stemwedel, City of Woodbury
- Wendy Underwood, City of St. Paul
- Tim Walsh, Scott County
- Ben Woessner, City of Pelican Rapids

The Council received no funding to conduct their work. Meeting minutes were taken by volunteers, and the Office of the State Auditor posted all meeting materials and meeting dates on the Office of the State Auditor website. All meetings were open to the public.

The Council sees value in having all counties and cities in Minnesota develop performance measures that they use to manage their jurisdictions and having results of those performance measures shared with citizens and property tax payers. Our recommended performance measures should be considered examples to assist counties and cities in developing their own performance measures. The Council was concerned about the misuse of these performance measures by the legislature or others in the appropriation of funds or for comparisons among counties and cities. The general performance measures recommended are simply inadequate for those purposes.

The Council on Local Results and Innovation is proceeding to meet the additional requirements of the statute, which is to "develop recommended minimum standards for comprehensive

performance measurement systems by February 15, 2012.” We interpret “performance measurement system” to mean more broadly a performance management system that uses performance measures to manage counties and cities.

Representatives of the Council would welcome the opportunity to discuss the Council’s work, our recommended model performance measures, and our concerns about the use of these measures.

Sincerely,

Jay Kiedrowski, Chair

Minnesota Council on Local Results and Innovation

Cc: House Speaker, House Minority Leader, Senate Majority Leader, and Senate Minority Leader

Attached: Model Performance Measures for Counties, Model Performance Measures for Cities

## **Model Performance Measures for Counties**

The following are the recommended model measures of performance outcomes for counties, with alternatives provided in some cases. Key output measures are also suggested for consideration by local county officials.

### **Public Safety:**

1. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)

**OR**

Citizen's rating of safety in their county. (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat safe, very unsafe*)

### **Output Measure:**

Deputy Response Time (*Time it takes on top-priority calls from dispatch to the first officer on scene.*)

### **Probation/Corrections:**

2. Percent of adult offenders with a new felony conviction within 3 years of discharge

### **Public Works:**

3. Hours to plow complete system during a snow event
4. Average county pavement condition rating

**OR**

Citizen's rating of the road conditions in their county. (*Citizen Survey: good condition, mostly good condition, many bad spots*)

(Under legislation passed in 2009 (Minn. Stat. § 402A.15), counties are engaged with the Department of Human Services and community organizations in a three-year process to develop comprehensive performance measures across all areas of human services, for which all counties will be held accountable. The following measures here are intended to serve as 'placeholders', not to replace the more comprehensive measures scheduled to be completed by December 2012.)

**Public Health:**

5. Life Expectancy generally and by sex and race

**OR**

Behavioral Risk Factor Surveillance system rating (Citizen Survey: excellent, very good, good, fair, or poor)

**Social Services:**

6. Workforce participation rate among MFIP and DWP recipients
7. Percentage of children where there is a recurrence of maltreatment within 12 months following an intervention

**Taxation:**

8. Level of assessment ratio *(If the median ratio falls between 90% and 105%, the level of assessment is determined to be acceptable.)*

**Elections:**

9. Accuracy of post-election audit *(Percentage of ballots counted accurately.)*

**Veterans' Services:**

**Output Measure:**

Percent of veterans surveyed who said their questions were answered when seeking benefit information from their County Veterans' Office

**Parks:**

10. Citizens' rating of the quality of county parks, recreational programs, and/or facilities. *(Citizen survey: excellent, good, fair, poor)*

**Library:**

11. Number of annual visits per 1,000 residents

## **Model Performance Measures for Cities**

The following are the recommended model measures of performance outcomes for cities, with alternatives provided in some cases. Key output measures are also suggested for consideration by local city officials.

### **General:**

1. Rating of the overall quality of services provided by your city (*Citizen Survey: excellent, good, fair, poor*)
2. Percent change in the taxable property market value
3. Citizens' rating of the overall appearance of the city (*Citizen Survey: excellent, good, fair, poor*)

### **Police Services:**

4. Part I and II crime rates (*Submit data as reported by the Minnesota Bureau of Criminal Apprehension. Part I crimes include murder, rape, aggravated assault, burglary, larceny, motor vehicle theft, and arson. Part II crimes include other assaults, forgery/counterfeiting, embezzlement, stolen property, vandalism, weapons, prostitution, other sex offenses, narcotics, gambling, family/children crime, D.U.I., liquor laws, disorderly conduct, and other offenses.*)

**OR**

Citizens' rating of safety in their community (*Citizen Survey: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe*)

### **Output Measure:**

Police response time (*Time it takes on top priority calls from dispatch to the first officer on scene.*)

### **Fire Services:**

5. Insurance industry rating of fire services (*The Insurance Service Office (ISO) issues ratings to Fire Departments throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The ISO rating is a numerical grading system and is one of the primary elements used by the insurance industry to develop premium rates for residential and commercial businesses. ISO analyzes data using a Fire Suppression Rating Schedule (FSRS) and then assigns a Public Protection Classification from 1 to 10. Class 1 generally represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.*)

**OR**

Citizens' rating of the quality of fire protection services (*Citizen Survey: excellent, good, fair, poor*)

**Output Measure:**

Fire response time (*Time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire*).

Emergency Medical Services (EMS) response time (if applicable) (*Time it takes from dispatch to arrival of EMS*)

**Streets:**

6. Average city street pavement condition rating (*Provide average rating and the rating system program/type. Example: 70 rating on the Pavement Condition Index (PCI)*)

**OR**

Citizens' rating of the road condition in their city (*Citizen Survey: good condition, mostly good condition, many bad spots*)

7. Citizens' rating the quality of snowplowing on city streets (*Citizen Survey: excellent, good, fair, poor*)

**Water:**

8. Citizens' rating of the dependability and quality of city water supply (centrally-provided system) (*Citizen Survey: excellent, good, fair, poor*)

**Output Measure:**

Operating cost per 1,000,000 gallons of water pumped/produced (centrally-provided system) (*Actual operating expense for water utility / (total gallons pumped/1,000,000)*)

**Sanitary Sewer:**

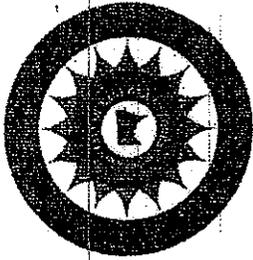
9. Citizens' rating of the dependability and quality of city sanitary sewer service (centrally provided system) (*Citizen Survey: excellent, good, fair, poor*)

**Output Measure:**

Number of sewer blockages on city system per 100 connections (centrally provided system) (*Number of sewer blockages on city system reported by sewer utility / (population/100)*)

**Parks and Recreation:**

10. Citizens' rating of the quality of city recreational programs and facilities (parks, trails, park buildings) (*Citizen Survey: excellent, good, fair, poor*)



# 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 FIREWORKS/PYROTECHNIC SPECIAL EFFECTS PERMIT

License Fee: \$50-

Applicant Information (Sponsoring Organization)	
Grand Forks Sertoma Club	
<i>Applicant Name</i>	<i>Phone Number</i>
6200 Lake Drive	Grand Forks, ND 58201
<i>Applicant Address</i>	<i>City State Zip</i>
<i>Federal Tax ID #</i>	<i>MN Tax ID #</i>

Authorized Agent Information	
RES Specialty Pyrotechnics Inc.	
<i>Authorized Agent Name</i>	<i>Phone Number</i>
21595 286th Street	Belle Plaine, MN 56011
<i>Business Address</i>	<i>City State Zip</i>

Fireworks/Pyrotechnic Special Effects Information	
July 4th, 2011 Rain Date:	10:00 approx. 10:20 approx.
<i>Date of Event</i>	<i>Start Time End Time</i>
East Grand Forks, MN, along Red River across from Cabellas	
<i>Location of Event</i>	
Delivered Day of Show	
<i>Manner and place of storage of fireworks/pyrotechnic special effects prior to display:</i>	
240-3" Shells, 122-4" Shells, 98-5" Shells, 60-6" Shells	
<i>Type &amp; number of fireworks/pyrotechnic special effects to be discharged:</i>	

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal	
Ralph Revermann	
<i>Name of supervising operator:</i>	<i>Certificate No:</i>
21595 286th Street	0-0194
<i>Corporate Address</i>	<i>City State Zip</i>
	Belle Plaine, MN 56011

City of East Grand Forks  
Application for Fireworks/Pyrotechnic Special Effects License

I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

*[Handwritten Signature]*  
Signature of Applicant (or agent)

Darcy Tacheny

Print Name

6/2/11

Date  
Office Manager

Title

Required Attachments

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

- \* Proof of a bond or certificate of insurance in amount of at least \$1 Million.
- \* A diagram of the ground, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.
- \* Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any:

Signature of fire chief/county sheriff: *[Handwritten Signature]* Date: 6-7-11

Signature of issuing authority: *[Handwritten Signature]* Date: \_\_\_\_\_

Internal Use Only

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

\* Application fee paid in full  yes  no Payment Type:  cash  check # 19854 Receipt # 149159

\* Application completed in full and signed with required attachments:  yes  no

\* Fire Chief:  approved  denied

Notes: CONCLUSIVE TO WEATHER

Fire Chief Signature: *[Handwritten Signature]* Date: 6-7-11

\* Approved  yes  no License Number \_\_\_\_\_

City of East Grand Forks  
Application for Fireworks/Pyrotechnic Special Effects 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: MN WC Assigned Risk Plan  
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: MNAR0000002124

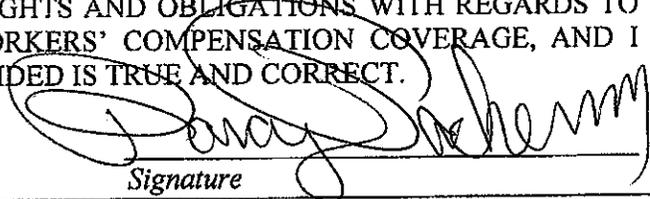
Dates of Coverage: 11/9/2010 to 11/9/2011

(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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2011

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

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

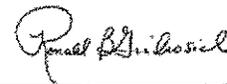
<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-476-2211		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> R E S Specialty Pyrotechnics 21595 286th Street Belle Plaine, MN 56011	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> James River Insurance Company		12203
	<b>INSURER B :</b> Redland Insurance Company		37303
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES      CERTIFICATE NUMBER:DRBD3SSA      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PerPrj Agg.Cap1mil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		000376882	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Ded100 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Phy Dam Cov'g		PICGA0002132	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. \$1000 deductible Coll. \$1000 deductible
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		000376902	04/01/2011	04/01/2012	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Date of Event: July 4th, 2011 (Rain Date: July 5th, 2011)  
 Location: East Grand Forks Site along Red River  
 City of East Grand Forks, ND Grand Forks Sertoma Club  
 Above listed is/are included as Additional Insured respects to the General Liability policy as required by written contract subject to policy terms, conditions and exclusions.  
 Certificate Holder is Additional Insured under General Liability and Automobile Liability as required by written contract.

<b>CERTIFICATE HOLDER</b>  Grand Forks Sertoma Club Attn: Paul Lester 6200 Lake Drive Grand Forks, ND 58201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRUFF, SEIBELS & WILLIAMS, INC.		INSURED R E S Specialty Pyrotechnics	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 06/02/2011	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

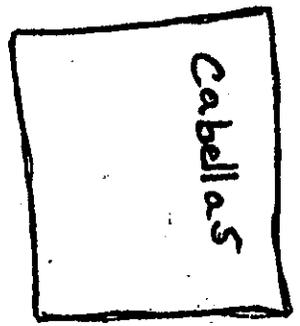
Leased / Rented Vehicles/Hired Phys Damage (6mth or less)  
 Policy Number: PICGA0001355  
 Company: Praetorian Insurance Company  
 Effective: 5/01/10 - 5/01/2011

Coverages:  
 Limit: \$50,000

Deductibles:  
 Comprehensive: \$ 100  
 Collision: \$1,000

East Grand Forks, MN

Demers Ave Bridge



Shell size max 8'

Shoof sife



Shoof sifi

Red River

Grand Forks, ND



**FIREWORKS OPERATOR  
CERTIFICATE**

Ralph J Revermann  
305 N 4th Ave E  
Melrose, MN 56352

Certificate No.  
194  
Effective Date  
1/1/2008

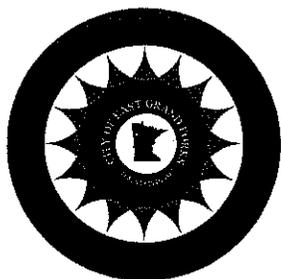
Certificate Type  
0  
Expiration Date  
12/31/2011

Issued By:

**Minnesota Department of Public Safety  
State Fire Marshal Division**  
444 Cedar St., Suite 145  
St. Paul, MN 55101-5145

This certificate is not transferable

Jerry Rosendahl  
Minnesota State Fire Marshal



# 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	
YMCA Family Center <i>Organization Name</i>	701-775-2586 <i>Organization Phone Number</i>
215 North 7 <sup>th</sup> Street <i>Organization Address</i>	Grand Forks, ND 58201 <i>City State Zip</i>

Applicant Information	
Debra A. Vein <i>Applicant Name</i>	701-772-3673 <i>Applicant Phone Number</i>
1300 Kuster Circle <i>Applicant Address</i>	Grand Forks, ND 58201 <i>City State Zip</i>

Special Event Information		
6/4/11 <i>Date of Event</i>	8:00 AM <i>Start Time</i>	10:00 AM <i>End Time</i>
Firecracker 10K Run & 5K Run Walk <i>Explanation of Event</i>		
Map included <i>Route/Area of Event (include map)</i>		
N/A <i>Special Requests (Staff, Road Closures, Etc)</i>		

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*

Debra A. Vein  
*Print Name*

6/2/11  
*Date*

6/2/11  
*Title*

YMCA Family Center -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) AV

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) AV

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) AV

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)     *AW*    

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)     *AW*    

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)     *AW*    

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)     *AW*    

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)     *AW*    

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)     *AW*    

**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 Debra A. Vein  
Title Health & Wellness Director  
Signature [Signature]  
Date 6/2/15

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

Name Debra A. Vein  
Title Health & Wellness Director  
Signature [Signature]  
Date 6/2/15

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: \_\_\_\_\_

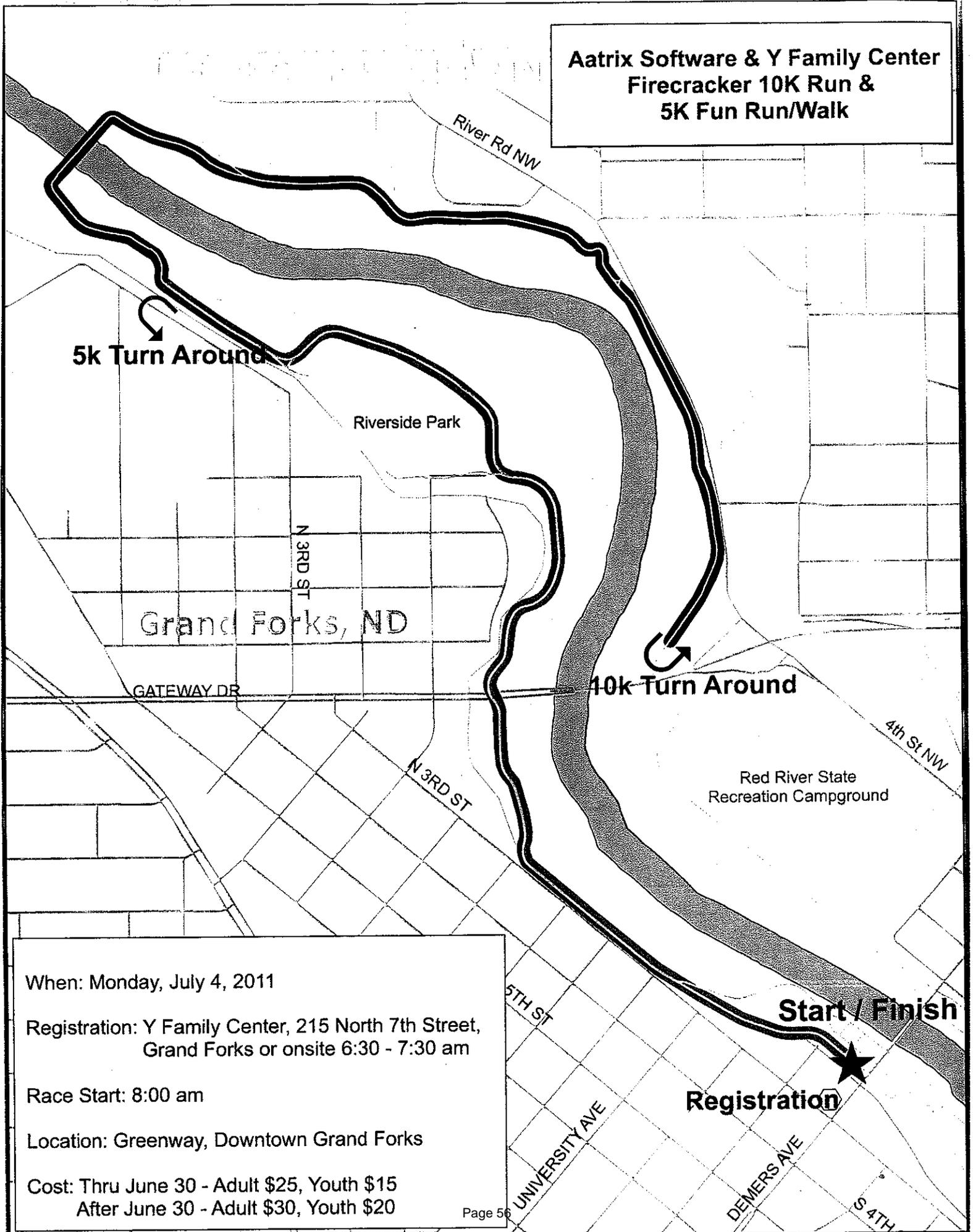
\*Council Approval \_\_\_/\_\_\_/\_\_\_  approved  denied

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

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

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

**Aatrix Software & Y Family Center  
Firecracker 10K Run &  
5K Fun Run/Walk**



**5k Turn Around**

Riverside Park

Grand Forks, ND

GATEWAY DR

N 3RD ST

N 3RD ST

**10k Turn Around**

Red River State  
Recreation Campground

4th St NW

5TH ST

**Start / Finish**

**Registration**

UNIVERSITY AVE  
DEMERS AVE

5 4TH

When: Monday, July 4, 2011

Registration: Y Family Center, 215 North 7th Street,  
Grand Forks or onsite 6:30 - 7:30 am

Race Start: 8:00 am

Location: Greenway, Downtown Grand Forks

Cost: Thru June 30 - Adult \$25, Youth \$15  
After June 30 - Adult \$30, Youth \$20



# City of East Grand Forks

9

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

Clear Channel Radio 701-746-1417  
 Organization Name Organization Phone Number

505 University Ave GF ND 58201  
 Organization Address City State Zip

### Applicant Information

Same Cell 701-741-0764  
 Applicant Name Applicant Phone Number

\_\_\_\_\_  
 Applicant Address City State Zip

### Special Event Information

July 28th 2011 4pm 8pm  
 Date of Event Start Time End Time

BIKES & BITES Ride on motorcycle show  
 Explanation of Event

Boardwalk (Restaurant Row) CLOSED  
 Route/Area of Event (include map)

power to stage, 25 picnic tables, beer gardens  
no parking signs A.M. of 28th, garbage, barricades  
 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.

[Signature]  
 Signature of Applicant

Laura Endres  
 Print Name

June 16 - 2011  
 Date

Sales Manager  
 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 \_\_\_\_\_

Clear Channel Radio - Grand Forks **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:

Bike Show on the boardwalk Thursday  
July 28th 4pm-8pm

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:

N/A

(Special Events Holder initials here) LE

- 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) LE

- 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) LE

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) LE

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) LE

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) LE

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) LE

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) LE

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) LE

**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 [Signature]

Title Sales Manager

Signature [Signature]

Date Jun 16 - 2011

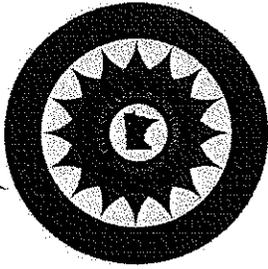
**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS  
HOLDER:**

Name LAURA ENDRES

Title Salesmanager Clear Channel Radio

Signature [Signature]

Date June 16 - 2011



# 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	
Organization Name <u>Potato Bowl USA</u>	Organization Phone Number _____
Organization Address _____	City State Zip <u>Grand Forks, ND 58201</u>

Applicant Information	
Applicant Name <u>Julie Kirkeby / Center Court</u>	Applicant Phone Number <u>701-746-2790</u>
Applicant Address <u>1600 32nd Ave S.</u>	City State Zip <u>Grand Forks, ND 58201</u>

Special Event Information		
Date of Event <u>9-23-11</u>	Start Time <u>3:00 pm</u>	End Time <u>8:00 pm</u>
Explanation of Event <u>Hugo's Potato Bowl 8K Race and Family 1 mile walk/Run</u>		
Route/Area of Event (include map) _____		
Special Requests (Staff, Road Closures, Etc) <u>None</u>		

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

Julie Kirkeby  
Signature of Applicant

Julie Kirkeby  
Print Name

6-1-11  
Date

Membership Coordinator  
Title

@ Center Court Fitness Club

# 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 \_\_\_\_\_

City of East Grand Forks  
Application for Special Event

Ange's Potato Bowl Race -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:

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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:

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(Special Events Holder initials here) JK

- 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) JK

- 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) JK

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 Julie Kirkeby

Title Race Director

Signature Julie Kirkeby

Date 6-10-11

**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	
If application postmarked or received: less than 30 days before the event	more than 30 days before the event
<b>\$100</b>	<b>\$50</b>

<b>ORGANIZATION INFORMATION</b>		Check# _____	\$ _____
Organization name Sacred Heart Church & School		Previous gambling permit number X-60010	
Minnesota tax ID number, if any 9046016	Federal employer ID number, if any 41-0773774		
<b>Type of nonprofit organization.</b> Check one. <input type="checkbox"/> Fraternal <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization			
Mailing address 200 Third Street NW	City East Grand Forks	State MN	Zip Code 56721
County Polk		Name of chief executive officer (CEO) Larry Delaney	
Daytime phone number (218) 773-0877		Email address mkraft@sacredheartegf.net	
<b>Attach a copy of ONE of the following for proof of nonprofit status.</b>			
Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.			
<input type="checkbox"/> <b>Nonprofit Articles of Incorporation OR a current Certificate of Good Standing .</b> 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			
<input type="checkbox"/> <b>IRS income tax exemption [501(c)] letter in your organization's name.</b> 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.			
<input checked="" type="checkbox"/> <b>IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)</b> If your organization falls under a parent organization, attach copies of <u>both</u> 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.			
<b>GAMBLING PREMISES INFORMATION</b>			
Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. Sacred Heart Church & School			
Address (do not use PO box) 200 Third Street NW		City or township East Grand Forks	Zip Code 56721
County Polk		Date(s) of activity (for raffles, indicate the date of the drawing) January 6, 2012 (Friday)	
Check the box or boxes that indicate the type of gambling activity your organization will conduct:			
Bingo*	<input checked="" type="checkbox"/> Raffles	Paddlewheels*	Pull-Tabs*    Tipboards*
<p>* <b>Gambling equipment</b> 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.</p> <p>To find a licensed distributor, go to <a href="http://www.gcb.state.mn.us">www.gcb.state.mn.us</a> and click on List of Licensed Distributors, or call 651-639-4000.</p>			

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

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

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

Print city name \_\_\_\_\_

*On behalf of the city, I acknowledge this application.*  
**Signature** of city personnel 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 personnel receiving application

Title \_\_\_\_\_ Date \_\_\_\_\_

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

Print township name \_\_\_\_\_

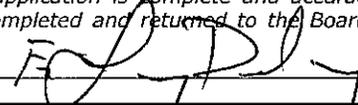
**Signature** of township official acknowledging application

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

Print form and have CEO sign

*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  Date 6-8-11

**Complete a separate application** for each gambling event:

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

**Send** application with:

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

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

**Financial report and recordkeeping required**

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

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

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

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; 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.

**Reset Form**



Minnesota Department of Public Safety  
**ALCOHOL AND GAMBLING ENFORCEMENT DIVISION**  
 444 Cedar St., Suite 222, St. Paul, MN 55101-5133  
 (651) 201-7507 FAX (651)297-5259 TTY(651)282-6555  
 WWW.DPS.STATE..MN.US



**APPLICATION FOR OFF SALE INTOXICATING LIQUOR LICENSE**

No license will be approved or released until the \$20 Retailer ID Card fee is received

Workers compensation insurance company. Name SFM INS. Co. Policy # APPLIED FOR

Licensee's MN Sales and Use Tax ID # APPLIED FOR To apply for a MN sales and use tax ID #, call (651) 296-6181

Licensee's Federal Tax ID # 20-331366

If a corporation, an officer shall execute this application If a partnership, a partner shall execute this application.

Licensee Name (Individual, Corporation, Partnership, LLC) <u>AN-STONE, LLC</u>	Social Security # <u>477-44-7027</u>	Trade Name or DBA <u>VAILEY LIQUOR</u>
License Location (Street Address & Block No.) <u>1502 CENTRAL AVE NE</u>	License Period From <u>7-1-12</u> To <u>7-1-12</u>	Applicant's Home Phone # <u>218-773-3560</u>
City <u>EAST GRAND FARKS</u>	County <u>POLK</u>	State <u>MN</u>
	Zip Code <u>56721</u>	
Name of Store Manager <u>ROBERT L. PUKRABEK</u>	Business Phone Number <u>APPLIED FOR</u>	DOB (Individual Applicant) <u>3-16-40</u>

If a corporation or LLC state name, date of birth, Social Security # address, title, and shares held by each officer. If a partnership, state names, address and date of birth of each partner.

Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
<u>ROBERT LEE PUKRABEK</u>	<u>3-16-40</u>	<u>[REDACTED]</u>	<u>OWNER PRES.</u>	<u>100</u>	<u>2023-10<sup>th</sup> ST. SE EAST GRAND FARKS, MN 56721</u>
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code
Partner Officer (First, middle, last)	DOB	SS#	Title	Shares	Address, City, State, Zip Code

- If a corporation, date of incorporation 8-11-2005, state incorporated in MINNESOTA, amount paid in capital 10,000.00. If a subsidiary of any other corporation, so state NA and give purpose of corporation GENERAL BUSINESS PURPOSE. If incorporated under the laws of another state, is corporation authorized to do business in the state of Minnesota?  Yes  No
- Describe premises to which license applies; such as (first floor, second floor, basement, etc.) or if entire building, so state.  
FIRST FLOOR
- Is establishment located near any state university, state hospital, training school, reformatory or prison?  Yes  No If yes state approximate distance. \_\_\_\_\_
- Name and address of building owner: ROBERT L. PUKRABEK 2023-10<sup>th</sup> ST. S.E.  
EAST GRAND FARKS, MN 56721  
Has owner of building any connection, directly or indirectly, with applicant?  Yes  No
- Is applicant or any of the associates in this application, a member of the governing body of the municipality in which this license is to be issued?  Yes  No If yes, in what capacity? \_\_\_\_\_
- State whether any person other than applicants has any right, title or interest in the furniture, fixtures or equipment for which license is applied and if so, give name and details. NA
- Have applicants any interest whatsoever, directly or indirectly, in any other liquor establishment in the state of Minnesota?  
 Yes  No If yes, give name and address of establishment. \_\_\_\_\_

8. Are the premises now occupied or to be occupied by the applicant entirely separate and exclusive from any other business establishment?  Yes  No
9. State whether applicant has or will be granted, an On sale Liquor License in conjunction with this Off Sale Liquor License and for the same premises.  Yes  No  Will be granted
10. State whether applicant has or will be granted a Sunday On Sale Liquor License in conjunction with the regular On Sale Liquor License.  Yes  No  Will be granted
11. If this application is for a County Board Off Sale License, state the distance in miles to the nearest municipality. NA
12. State Number of Employees NA
13. If this license is being issued by a County Board, has a public hearing been held as per MN Statute 340A.405 sub2(d)? NA
14. If this license is being issued by a County Board, is it located in an organized township? If so, attach township approval. NA

1. State whether applicant or any of the associates in this application, have ever had an application for a liquor license rejected by any municipality or state authority; if so, give dates and details. No
2. Has the applicant or any of the associates in this application, during the five years immediately preceding this application ever had a license under the Minnesota Liquor Control Act revoked for any violation of such laws or local ordinances; if so, give dates and details. No
3. Has applicant, partners, officers, or employees ever had any liquor law violations or felony convictions in Minnesota or elsewhere, including State Liquor Control penalties?  Yes  No If yes, give dates, charges and final outcome.
4. During the past license year, has a summons been issued under the Liquor Civil Liability Law (Dram Shop) M.S. 340A.802.  Yes  No If yes, attach a copy of the summons.

This licensee must have one of the following:

(ATTACH CERTIFICATE OF INSURANCE TO THIS FORM.)

Check one

- A. Liquor Liability Insurance (Dram Shop) - \$50,000 per person, \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support.
- or
- B. A surety bond from a surety company with minimum coverage as specified in A.
- or
- C. A certificate from the State Treasurer that the licensee has deposited with the state, trust funds having market value of \$100,000 or \$100,000 in cash or securities.

I certify that I have read the above questions and that the answers are true and correct of my own knowledge.

Print name of applicant & title

Signature of Applicant

Date

ROBERT L. SUKRADEK OWNER

[Signature]

6-10-2011

**REPORT BY POLICE/SHERIFF'S DEPARTMENT**

This is to certify that the applicant and the associates named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota or municipal ordinances relating to intoxicating liquor except as follows:

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

Police/Sheriff's Department

Title

Signature

PS 9136-(2009)

County Attorney's Signature

**IMPORTANT NOTICE**

All retail liquor licensees must register with the Alcohol, Tobacco Tax and Trade Bureau.  
 For information call (513) 684-2979 or 1-800-937-8864



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

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

CARD NUMBER

(Office Use Only)

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

ISSUING AUTHORITY	TYPE CODE	BUYER'S CARD EXPIRES	INDEN. NO.
PRINT NAME OF LICENSEE (AS SHOWN ON LICENSE) <i>AN-STONE, LLC</i>		BUSINESS NAME (DBA) <i>Valley Liquor</i>	
BUSINESS ADDRESS <i>1502 CENTRAL AVE N.E.</i>		COUNTY <i>POLK</i>	BUSINESS PHONE <i>APPLIED FOR</i>
CITY, STATE, ZIP CODE <i>EAST GRAND FORKS, MN 56721</i>		AUTHORIZED SIGNATURE	

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

1. Name of applicant: AN-STONE, LLC

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

3. Name of Officers ROBERT L. PUKRABEK President  
 \_\_\_\_\_ Vice-Pres  
 \_\_\_\_\_ Treasurer  
 \_\_\_\_\_ Secretary

4. Names of Directors NA  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Name	Number of Shares
<u>ROBERT L. PUKRABEK</u>	<u>100</u>
_____	_____
_____	_____

6. Names of Partners: NA  
 \_\_\_\_\_

7. Name and address of manager/agent: (must be a resident of city)  
ROBERT L. PUKRABEK 2023-10<sup>th</sup> ST. SE EAST GARDEN  
FORKS, MN 56721

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

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

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

Robert L. Pukrabek \_\_\_\_\_  
 Signatures of authorized individual Date 6-10-2011

FED ID# 20-3311366 MN ID# APPLIED FOR

# 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: SRM Insurance Co.  
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: Applied For

Dates of Coverage: 7-1-2011 thru 7-1-2012  
(or)

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

( ) I have no employees covered by the law.

( ) Other (specify) N/A

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.

  
Page 75 C-10-2011



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2011

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

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

PRODUCER Evergreen Insurance Agency 722 Demers Avenue East Grand Forks MN 56721-	CONTACT NAME: Jason Mack
	PHONE (A/C, No, Ext): (218) 773-4158 FAX (A/C, No): (218) 773-1699
INSURED AN-STONE, LLC 1502 Central AVE NE EAST GRAND FORKS MN 56721-	E-MAIL ADDRESS: jmack.evergreen@midconetwork.com
	PRODUCER CUSTOMER ID #:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Allied Insurance Company	NAIC #
INSURER B: SFM Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Liquor liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ACP 7105115200	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 300,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$				07/01/2011	07/01/2012	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	347115	07/01/2011	07/01/2012	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held May 19, 2011 at 5:00 P.M.

Present: Quirk, Ogden, Brickson

Absent: Tweten

It was moved by Commissioner Brickson second by Commissioner Ogden that the minutes of the previous meeting of May 5, 2011 be approved as read.

Voting Aye: Quirk, Ogden, Brickson

Voting Nay: None

It was moved by Commissioner Ogden second by Commissioner Brickson to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,084,404.58.

Voting Aye: Quirk, Ogden, Brickson

Voting Nay: None

Commissioner Tweten now entered the meeting.

It was moved by Commissioner Ogden second by Commissioner Tweten to award the 2011 Watermain Replacement project bid to HOUGH, Inc. in the amount of \$343,345.45.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

The possible construction of a shelter belt on 23<sup>rd</sup> St NW was tabled.

It was moved by Commissioner Brickson second by Commissioner Ogden that the meeting be adjourned to June 2, 2011 at 5:00 P.M.

Voting Aye: Quirk, Ogden, Brickson, Tweten

Voting Nay: None

Lori Maloney  
Sec'y

**RESOLUTION NO. 11 – 06 - 52**

**RESOLUTION ORDERING PREPARATION OF PLANS & SPECIFICATIONS FOR  
2012 CITY PROJECT NO. 2 – WASTEWATER INTERCONNECT PROJECT**

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

WHEREAS, the City Council desires plans and specifications for 2012 City Project No. 2 – Wastewater Interconnect Project;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS, MINNESOTA that the City Council directs the City Engineer to prepare plans and specifications for the Wastewater Interconnect Project per the guidelines of the existing engineering services agreement with FS Engineering in an amount not to exceed \$60,000.

Voting Aye:  
Voting Nay: None.  
Absent:

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> of June, 2011.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: June 8, 2011

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

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications for 2012 City Project No. 2 - Wastewater Interconnect Project

---

**Background:**

The City of East Grand Forks authorized the submittal of the amended Facility Plan to the Minnesota Pollution Control Agency(MPCA), which includes the wastewater interconnect with the City of Grand Forks. The City also send off the 2012 IUP request letter last week to Nancy Johnson, PFA(see attached), which identified the project and the funds requested.

This project will take a lot of coordination with all of the agencies, as a matter of fact, I have hired the archaeologists from the University of North Dakota to perform the archaeology survey that Minnesota Historical Society requires(see attached) and they plan on performing the survey this week.

Therefore, I would like to get authorization to prepare plans and specifications.

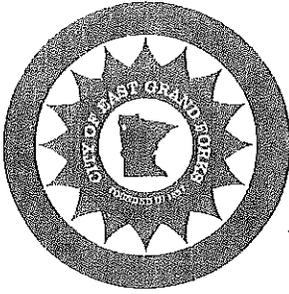
**Recommendation:**

Authorization to prepare plans/specifications

**Enclosures:**

PFA request letter

Minnesota Historical Society letter



# 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

---

June 1, 2011

Nancy Johnson  
MN Public Facilities Authority  
1st National Bank Bldg, Suite E200  
332 Minnesota Street  
St. Paul, MN 55101-1351

RE: IUP List Placement  
2012 CP2 Sanitary Sewer System Improvements - Interconnect  
East Grand Forks, MN

Dear Ms. Johnson:

The City of East Grand Forks hereby requests placement on the 2012 IUP list prepared by the PFA for their Sanitary Sewer System Improvements Project.

The first project will be named 2012 CP2 Sanitary Sewer System Improvements and will consist of a lift station, forcemain and a river crossing connecting with the City of Grand Forks. The second project will be named 2013 CP1 Stabilization Pond Decommissioning and will consist of decommissioning the existing stabilization pond and construction of an equalization pond.

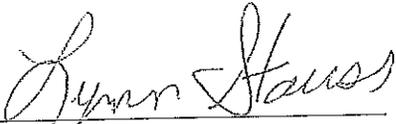
The total estimated construction cost is \$9.705 Million Dollars. The City is requesting \$9.705 Million Dollars in loans from the PFA.

The preliminary schedule for the project is as follows:

Phase I		Phase II	
February 2012	Submittal of plans and specifications	February 2013	Submittal of plans and specifications
June 2012	Bidding	June 2013	Bidding
July 2012	Construction start	July 2013	Construction start
August 2013	Construction end	August 2015	Construction end

Thank for your assistance and we look forward to working with you throughout the project. If you have any questions or comments, please contact Greg Boppre at FS Engineering (218) 773-5627.

Respectfully yours,  
City of East Grand Forks

---

Lynn Stauss, Mayor



STATE HISTORIC PRESERVATION OFFICE

April 13, 2011

Gregg Boppre, PE  
FS Engineering  
1600 Central Avenue NE  
East Grand Forks, MN 56721

RE: Wastewater Interconnect to Grand Forks Sanitary Sewer System  
East Grand Forks, Polk County  
SHPO Number: 2011-1264

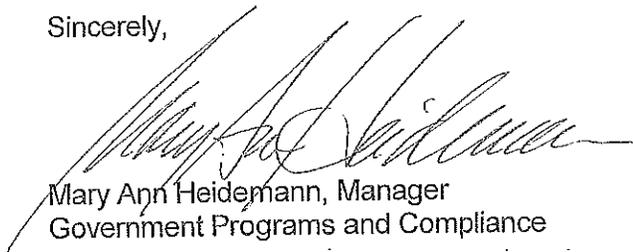
Dear Mr. Boppre:

Thank you for working with the Corps of Engineers to acquire additional information on prior archaeological survey work in the Project Area. The existing survey information has been reviewed pursuant to the responsibilities given the State Historic Preservation Officer by the National Historic Preservation Act of 1966 and the Procedures of the Advisory Council on Historic Preservation (36CFR800).

Based on the information provided, we conclude that the only remaining area that needs to be surveyed is the area between 140<sup>th</sup> Street SW and 147<sup>th</sup> Street SW.

We appreciate your efforts to avoid an unnecessary duplication of work. Please send us the results of the limited survey area, as requested. Meanwhile, if you have questions about our review, feel free to call our archaeologist, David Mather at (651) 259-3454.

Sincerely,



Mary Ann Heidemann, Manager  
Government Programs and Compliance

cc: Virginia Gnabasik, Corps of Engineers

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**City of Grand Forks**  
**Staff Report**  
**Finance/Development Committee June 13, 2011**  
**Service/Safety Committee June 14, 2011**  
**City Council June 20, 2011**

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**Agenda Item:** Grand Forks/East Grand Forks Wastewater Interconnect Implementation and Execution Project

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**Submitted by:** Todd Feland, Public Works Director

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**Staff Recommended Action:** Approve Grand Forks/East Grand Forks Wastewater Interconnect Forcemain and Pump Station Improvements (Grand Forks Improvements) – Preliminary Engineering, Final Design, Construction Administration, and Post Construction Services Agreement in the amount of \$235,000.00 with AE2S (City Project #6738). Approve the Grand Forks/East Grand Forks Wastewater Interconnect Finalized Cost of Service Analysis (COSA), Rate Design, and Intergovernmental Service Assistance Agreement in the amount of \$25,500.00 with AE2S (City Project # 6739). The total estimated cost, including construction, engineering, and contingency, of the Grand Forks wastewater interconnect improvement costs is \$1,585,000 with East Grand Forks reimbursing the City of Grand Forks for approximately \$1,000,000 of the total costs. The Grand Forks/East Grand Forks Wastewater Interconnect Forcemain and Pump Station Improvements (Grand Forks Improvements) Project would be a wastewater capital debt service project with reimbursement from East Grand Forks as part of the Final Intergovernmental Agreement. The recommendation is subject to review and approval of the City Attorney's Office and Finance and Administrative Services Department.

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**Committee Recommended Action:**

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**Council Action:**

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**BACKGROUND:**

The City of East Grand Forks (East Grand Forks) initiated sanitary sewer improvements via an approved Minnesota Pollution Control Agency (MPCA) plan in 2006. East Grand Forks completed Phase I (sanitary sewer collection system improvements) in 2008 in the amount of approximately \$4.1 million worth of improvements. In 2010, East Grand Forks began the planning of Phase II improvements (sanitary sewer treatment system improvements). In 2010, East Grand Forks initiated discussion with the City of Grand Forks (Grand Forks) regarding discussing the potential feasibility of a wastewater interconnect between East Grand Forks and Grand Forks in lieu of East Grand Forks reconstructing its wastewater treatment lagoons.

Draft East Grand Forks-Grand Forks Wastewater Interconnect Project Study results were

presented to each respective City Council in March and September 2010. The Draft East Grand Forks-Grand Forks Wastewater Interconnect Project Study results included the following: (1) Engineering feasibility review; (2) Regulatory reviews; (3) East Grand Forks-Grand Forks construction cost estimates; and (4) Cost of service modeling.

On February 7, 2011, the Grand Forks City Council approved the following motion:

*The City of Grand Forks with the City of East Grand Forks to proceed with the following actions: (1) Request AE2S to update and finalize the cost of service and rate making for the East Grand Forks wastewater interconnect with Grand Forks; (2) Request the Grand Forks City Attorney's Office to draft a wastewater interconnect intergovernmental agreement between the Cities of Grand Forks and East Grand Forks; and (3) Request the Grand Forks Public Works Department, with review and assistance from the North Dakota Department of Health, to initiate the drafting of an Industrial Pretreatment Permit with the City of East Grand Forks.*

The recommended City Administrative and City Council Member team was recommended as follows: City Council Member leadership – Hal Gershman, Doug Christensen, and Curt Kreun, and the City Administrative team of Rick Duquette (City Administrator), Howard Swanson (City Attorney), Todd Feland (Public Works Director) and the Public Works Department staff, Allan Grasser (City Engineer), Saroj Jerath (Finance and Administrative Services Director), and AE2S. The team members may be involved in parts or all the action items.

At the East Grand Forks City Council meeting of May 3, 2011, the East Grand Forks City Council approved the preferred option of the EGF-GF Wastewater Interconnect. The East Grand Forks City Council authorized the approval to proceed with the following: (1) COSA Finalization; (2) GF Service to EGF Rate Design; (3) Initiate Draft Intergovernmental Agreement; (4) Per NDDH, initiate Industrial Pretreatment Program (IPP) Agreement with EGF. The East Grand Forks City Council generally provided the following representatives to work with Grand Forks on the action items: East Grand Forks City Council Member representatives, City Administrator, City Attorney, Public Works Department, and FS Engineering.

## **ANALYSIS AND FINDINGS OF FACT:**

### **Grand Forks/East Grand Forks Wastewater Interconnect Forcemain and Pump Station Improvements (Grand Forks Improvements) – Preliminary Engineering, Final Design, Construction Administration, and Post Construction Services Agreement**

- The updated estimated project cost for East Grand Forks-Grand Works Wastewater Interconnect Project is \$9.7 million for the East Grand Forks capital improvements and approximately \$1 million for the Grand Forks capital improvements and an estimated \$447,000 in annual cost of service from Grand Forks. The proposed average sanitary sewer cost (FY 2013) is approximately \$39 per month and East Grand Forks residential user thus the East Grand Forks-Grand Forks wastewater interconnect provides for a \$15 per month and East Grand Forks residential user increase.
- The general timeline for East Grand Forks regarding the East Grand Forks-Grand Forks Wastewater Interconnect Project is as follows:
  - January- May 2011** – East Grand Forks and Grand Forks City Council approvals
  - March 2011 – September 2011** - Amended Facility Plan to Minnesota Pollution Control Agency (MPCA); Submit Intended Use Plan (IUP) to MPCA; 2012 IUP Project List and Approval to Prepare Plans/Specifications
  - March 2012** – Submit Plans and Specifications to MPCA for Approval
  - August 2012** – Start construction
  - 2013** – Construction completed and Start Up
- Interconnect Wastewater Forcemain Improvements – The forcemain to be designed and

constructed with this project has been initially investigated by both the Cities of Grand Forks and East Grand Forks, and a routing has been generally determined to convey East Grand Forks wastewater flows to a discharge point into the City of Grand Forks' overall wastewater collection system. This routing generally begins at a to be constructed manhole location interior to the City of Grand Forks' flood protection system and terminates at a point immediately upstream of Master Pump Station 17 where the dedicated interconnect forcemain will discharge into the City of Grand Forks' existing forcemain infrastructure. It is anticipated that these improvements will include connection provisions to the existing collection system forcemain infrastructure, new PVC forcemain piping, metering infrastructure, and various valve installation.

- Master Pump Station 127 (M.S. 17) Standby Power Improvements – Consistent with the City of Grand Forks' 2007 Wastewater Collection System Master Plan, the need for standby power improvements are now being considered crucial to the on-going operation of M.S. 17 with the addition of a major consecutive user to this pump stations service area. The following are included in these improvements: site/access improvements, the addition of diesel engine powered standby generator(s), associated pump station electrical and control improvements, and facilities to house the new generator and electrical infrastructure.
- The total estimated cost of the Grand Forks/East Grand Forks Wastewater Interconnect (Grand Forks Improvements) with construction, engineering, and contingency is \$1,585,000 with an East Grand Forks share of approximately \$1,000,000 with the remaining \$585,000 of the improvement being attributed to Grand Forks.

#### **Grand Forks/East Grand Forks Wastewater Interconnect Finalized Cost of Service Analysis (COSA), Rate Design, and Intergovernmental Service Assistance Agreement**

- **COSA Finalization** - Perform various evaluations as they relate to the Finalization of the Draft Interconnect COSA that has been performed to date under separate contract. It is understood that the City of East Grand Forks intends to hire an independent consultant to perform a review of the draft COSA and various recommendations and revisions may result from this review. Hours have been budgeted for services to include approximately three (3) meetings, a minimal amount of COSA model revisions requiring no more that forty (50) hours of analyst time, and time to document the results of the Final COSA Results in the form of a summary memorandum.
- **Rate Design** – Utilizing the results of the finalized COSA, AE2s will work with the City of Grand Forks to develop a proposed rate design for the City of East Grand Forks relating to the recovery of costs on both a fixed and variable basis for the City of Grand Forks to accept, monitor, convey, and treat the City of East Grand Forks' wastewater. It is expected that the rate design process will include the following components: (1) One (1) dedicated meeting with the City of Grand Forks to establish the City of Grand Forks' rate design objectives; (2) Development/Assessment of Rate Structure Alternatives; (3) Assess Sensitivity of Proposed Rate Structure Alternatives; (4) Develop Recommended Rate Structure; (5) Prepare Summary Memorandum Documenting Rate Structure Recommendations
- **Intergovernmental Agreement Assistance** – AE2S will assist the City of Grand Forks in the review and revision of an intergovernmental agreement between Cities of Grand Forks and East Grand Forks related to the conditions set forth for the City of Grand Forks to provide wastewater service to the City of East Grand Forks. It is expected that AE2S will participate in a number of meetings (4 have been assumed for the purposes of this Agreement) and various reviews and comment (2 review cycles have been assumed for the purposes of this Agreement) of the intergovernmental agreement prior to its execution.
- City staff and AE2S have been working with Howard Swanson, City Attorney, on initial answers to questions he has posed. (See attached memorandum and attachment).

- The Grand Forks City Council and City staff team will be meeting over the remainder of the year with the corresponding East Grand Forks team in order to reach a final intergovernmental agreement.

**SUPPORT MATERIALS:**

- Memorandum to Howard Swanson dated June 9, 2011 with attachments.
- Grand Forks/East Grand Forks Wastewater Interconnect Forcemain and Pump Station Improvements (Grand Forks Improvements) – Preliminary Engineering, Final Design, Construction Administration, and Post Construction Services Agreement.
- Grand Forks/East Grand Forks Wastewater Interconnect Finalized Cost of Service Analysis (COSA), Rate Design, and Intergovernmental Service Assistance Agreement.

**INTERMUNICIPAL AGREEMENT FOR TREATMENT OF  
SANITARY SEWAGE BETWEEN THE CITIES OF GRAND FORKS,  
NORTH DAKOTA AND EAST GRAND FORKS, MINNESOTA**

THIS AGREEMENT is made and entered into between this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Grand Forks, North Dakota, a North Dakota municipal corporation, hereinafter referred to as “Grand Forks” and East Grand Forks Minnesota, a Minnesota municipal corporation, hereinafter referred to as “East Grand Forks”.

WITNESSETH:

WHEREAS, Grand Forks has facilities and capacity for the treatment of sanitary sewage;

WHEREAS, East Grand Forks is in need of services and capacity for the treatment of sanitary sewage;

WHEREAS, Grand Forks and East Grand Forks deem it to be in the public interest to enter into this Agreement whereby Grand Forks would receive and treat East Grand Forks’ sanitary sewage;

WHEREAS, Grand Forks and East Grand Forks desire to comply with all applicable federal and state requirements dealing with wastewater treatment and pollution control;

WHEREAS, Grand Forks and East Grand Forks recognize the public interests to be served and the economic savings to be recognized by avoiding duplication of services and facilities;

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

**Article 1. Definition.** For the purpose of this Agreement the following terms are defined as follows:

**Article 2. Scope.**

2.1 Grand Forks shall receive East Grand Forks wastewater in accordance with the provisions of this Agreement and in compliance with all existing or future laws, regulations, ordinances, water quality standards, orders and decrees of any governmental authority having jurisdiction over the treatment and disposal of said wastewater.

2.2 The Grand Forks wastewater treatment plant has the capacity to accept East Grand Forks wastewater and volumes up to the quantities set forth below:

<u>Average Daily Flow</u>	<u>Peak Flow Rate</u>
---------------------------	-----------------------

2.3 East Grand Forks wastewater shall not include leachate, septic, sewage sludge or industrial waste from a facility that is or should be regulated by an industrial pretreatment program required by the U.S. Environmental Protection Agency or the Minnesota Pollution Control Agency.

2.4 East Grand Forks shall be responsible for all study, design, engineering, \_\_\_\_\_ and construction costs associated with its pipeline connections to facilities owned and operated by Grand Forks.

**Article 3. Monitoring Sampling and Measurement of Wastewater.**

**Article 4. Pretreatment of Wastewater.**

**Article 5. Terms of the Agreement.**

5.1 The initial term of this Agreement shall be for a period from the effective date of this Agreement until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

5.2 The discharge of East Grand Forks wastewater to the Grand Forks wastewater treatment plant pursuant to this Agreement may be commenced only after all construction required for the transmission and pumping of such wastewater is substantially complete and ready for use and such costs set forth herein have been paid and further upon receipt of all necessary state and/or federal approvals and permits.

5.3 At or before the termination of the initial term of this Agreement, the Agreement may be extended or renewed by the mutual consent of the parties under such terms and conditions as are mutually agreeable to the parties.

**Article 6. Payment of Capital Costs.**

**Article 8. Community Responsibilities.**

**Article 9. Payment of Costs of Operation, Maintenance and Repair.**

**Article 10. Other Responsibilities of Grand Forks.**

**Article 11. Other Responsibilities of East Grand Forks.**

**Article 12. Breaches and Remedies.**

**Article 13. General Provisions.**

**Article \_\_. Cost of Service and Establishment of Rates.**

**Article \_\_. Responsibilities of the Parties and Indemnification.**

**Article \_\_. Construction Maintenance and Operation.**

**Article \_\_. Enforcement of Regulation of Waste Discharge Requirements.**

**Article \_\_. Regulations.**

**Article \_\_. Delivery Point.**

**Article \_\_. Billing and Payment.**

**Article \_\_. Operation and Maintenance of Systems.**

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

**CITY OF GRAND FORKS,**  
a North Dakota municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

**CITY OF EAST GRAND FORKS,**  
a Minnesota municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_



# 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		
Leighton Broadcasting / Board walk <i>Organization Name</i>	701.775.4611 <i>Organization Phone Number</i>	
Po Box 13638 <i>Organization Address</i>	GF. <i>City</i>	ND 58208 <i>State Zip</i>

Applicant Information		
Shyla Howell <i>Applicant Name</i>	701.775.4611 <i>Applicant Phone Number</i>	
Po Box 13638 <i>Applicant Address</i>	GF <i>City</i>	ND 58208 <i>State Zip</i>

Special Event Information		
6-29-11 <i>Date of Event</i>	noon <i>Start Time</i>	1am <i>End Time</i>
Sherlock Fundraiser @ Boardwalk - BANDS Down Town Horns Inflatables GAMES~ <i>Explanation of Event</i>		
Route/Area of Event (include map) Block off a portion of parking + grass area directly west of Applebees / River Deck Boardwalk. power. <i>Special Requests (Staff, Road Closures, Etc)</i>		

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*

6/14/2011  
 \_\_\_\_\_  
*Date*

Shyla Howell  
 \_\_\_\_\_  
*Print Name*

Promotions Manager  
 Leighton Broadcasting  
 \_\_\_\_\_  
*Title*

# City of East Grand Forks Map



Rockn' Fur Sherlock **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:

Rockn' Fur Sherlock Fundraiser -  
Block off a portion of parking + grass area for inflatable  
games directly west of Applebees/River Deck Boardwalk

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) SA

- 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) SA

- 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) SA

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 \_\_\_\_\_

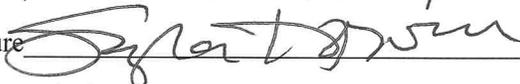
Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Name Shyla Howell

Title Promotions Manager-Leighton Broadcasting

Signature 

Date 6/16/11

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 \_\_\_\_\_

**RESOLUTION NO. 11 – 06 - 53**

**A RESOLUTION APPROVING THE REBUILD OF SHERLOCK FOREST PLAYGROUND AND APPOINT PENNY PAPE AND KATIE NELSON CO-CHAIRS OF THE RECONSTRUCTION**

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

WHEREAS, on Friday, May 27, 2011, “Sherlock Forest Playground” was destroyed unintentionally by a fire;

WHEREAS, the City Council states its intent to rebuild “Sherlock Forest Playground”; and

WHEREAS, the City Council would encourage a community participation of the rebuilding efforts; and

BE IT RESOLVED that the City of East Grand Forks will appoint Penny Pape and Katie Nelson co-chairs of the reconstruction; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and the City Administrator to execute all necessary documents related to the reconstruction.

Voting Aye:  
Voting Nay: None.  
Absent:

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> day of June, 2011.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 11 – 06 - 54**

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

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

**WHEREAS**, All such donations have been contributed to assist the city in general operations or other purposes, as allowed by law; and

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

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

1. The donations described above are accepted and shall be used for the rebuild of Sherlock Forest Playground.

Voting Aye:

Voting Nay: None.

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> day of June, 2011.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 11 – 06 – 55**

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>
6-21-11	47734	Male & Femail Trailer Plugins	\$12.22

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 \$227.99 on check number 9141 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 June 21, 2011.

Voting Aye:  
Voting Nay:  
Abstain: Gregoire.

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> of June, 2011.

\_\_\_\_\_  
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 5<sup>th</sup> 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>
6-21-11	47734	Male & Femail Trailer Plugins	\$12.22

- 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 June 21, 2011.

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. 11 – 06 – 56**

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 9879 for a total of \$520.69.

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 \$520.69 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 June 21, 2011.

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

The President declared the resolution passed.

Passed: June 21, 2011

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 21<sup>st</sup> of June, 2011.

\_\_\_\_\_  
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 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 9879 for a total of \$520.69.
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 June 21, 2011.

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: 6/15/2011 - 12:19 PM



## City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
9815	06/21/2011	ACM001	Acme Electric Companies	333.02	0
9816	06/21/2011	ADA001	Adapco	849.00	0
9817	06/21/2011	ALL002	All Pro Embroidery	50.00	0
9818	06/21/2011	ALL003	All Seasons Garden Center	4,368.62	0
9819	06/21/2011	ALL001	Alltel	168.34	0
9820	06/21/2011	ALT001	Altru Health System	39.50	0
9821	06/21/2011	AME002	American Tire Service	5,280.91	0
9822	06/21/2011	AME005	Ameripride Linen & Apparel Services	352.60	0
9823	06/21/2011	ANY001	Anytime Plumbing	99.00	0
9824	06/21/2011	AQU001	Aqua Water Solutions	84.60	0
9825	06/21/2011	BAR005	Barnes Distribution	381.33	0
9826	06/21/2011	BAT001	Batteries Plus	81.12	0
9827	06/21/2011	BEM001	Bemidji VFW Post # 1260	150.00	0
9828	06/21/2011	BER006	Jessi & Ryan Berg	429.00	0
9829	06/21/2011	BER001	Bert's Truck Equipment	12.22	0
9830	06/21/2011	BLU002	Blue Moose Bar & Grill	126.23	0
9831	06/21/2011	BOB001	Bobcat of Grand Forks	1,078.30	0
9832	06/21/2011	BOR001	Border States Electric Supply	9.69	0
9833	06/21/2011	BOR002	Border States Trophy & Awards	11.53	0
9834	06/21/2011	BRI003	Brite-Way Window Cleaning	60.00	0
9835	06/21/2011	BUT001	Butler Machinery Co	1,956.09	0
9836	06/21/2011	BYD001	Bydal Designs	130.38	0
9837	06/21/2011	C&R001	C&R Laundry & Cleaners	434.62	0
9838	06/21/2011	CAL002	California Contractors Supplies Inc	122.98	0
9839	06/21/2011	CAN001	Canon Financial Services	167.10	0
9840	06/21/2011	CAR002	Carquest Auto Parts	95.15	0
9841	06/21/2011	GFT003	Donald Scott Cash	2,716.68	0
9842	06/21/2011	CED001	Cedar Rapids Tire	407.76	0
9843	06/21/2011	COL002	Cole Papers Inc	327.25	0
9844	06/21/2011	COM003	Complete Pest Control Inc	2,040.29	0
9845	06/21/2011	COU008	Countrywide Sanitation Company	211.00	0
9846	06/21/2011	CPL002	CPL SYSTEMS CANADA INC	272.40	0
9847	06/21/2011	CUM001	Cummins NPower LLC	1,357.48	0
9848	06/21/2011	D&M001	D&M Auto Body	1,093.50	0
9849	06/21/2011	DAK006	Dakota TV & Appliance	819.25	0
9850	06/21/2011	DAN002	Dan's Excavating Inc	542.50	0
9851	06/21/2011	DIA001	Richard Papenfuss Diamond Cleaning	85.39	0
9852	06/21/2011	DIS001	Display Sales Co	1,950.47	0
9853	06/21/2011	EAG001	Eagle Electric	4,869.17	0
9854	06/21/2011	EMP002	Emergency Medical Product Inc	535.39	0
9855	06/21/2011	ENV003	Environmental Toxicity Control Inc	775.00	0
9856	06/21/2011	EXP003	Explorer Post #38	50.00	0
9857	06/21/2011	EXP002	Exponent	576.00	0
9858	06/21/2011	FAR004	Fargo Water Equipment	7,556.67	0
9859	06/21/2011	FAS001	Fastenal Company	28.92	0
9860	06/21/2011	FJE001	Sherry Fjestad	135.00	0
9861	06/21/2011	FLA001	Flaherty & Hood PA	1,149.64	0
9862	06/21/2011	FLA002	Flat Plains Services Inc	250.09	0
9863	06/21/2011	FLO001	FS Engineering	1,681.50	0
9864	06/21/2011	G&K001	G&K Services	140.50	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
9865	06/21/2011	GAF002	Gaffaney's	207.76	0
9866	06/21/2011	GAL003	Galstad Jensen & McCann PA	8,454.25	0
9867	06/21/2011	GAR001	Garden Hut Inc	20.36	0
9868	06/21/2011	GEO001	George's Quick Printing	26.72	0
9869	06/21/2011	GER001	Gerrells Sport Center	786.75	0
9870	06/21/2011	GFC001	GF City Utility Billing	16,391.95	0
9871	06/21/2011	GFH002	GF Herald	573.10	0
9872	06/21/2011	GFW001	GF Welding & Machine	144.43	0
9873	06/21/2011	GLS002	GLSports Inc	2,189.01	0
9874	06/21/2011	GOM001	Gomph Displays	1,290.00	0
9875	06/21/2011	GUL001	Dale Gulbranson	10.66	0
9876	06/21/2011	H&H001	H&H Masonry	678.00	0
9877	06/21/2011	H&S001	H&S Construction	52,133.00	0
9878	06/21/2011	HAI002	Rick Hajicek	427.50	0
9879	06/21/2011	HAR001	Hardware Hank	520.69	0
9880	06/21/2011	HAR005	Tony Hart	372.75	0
9881	06/21/2011	HEA001	Heartland Paper	1,173.74	0
9882	06/21/2011	HOL002	Holiday Credit Office	53.59	0
9883	06/21/2011	HRC001	Home Run Club	1,120.00	0
9884	06/21/2011	HUI001	Scott Huizenga	60.00	0
9885	06/21/2011	INT007	In the Swim	68.93	0
9886	06/21/2011	INP001	Inprints Screenprinting	160.50	0
9887	06/21/2011	JOH017	Vickie Johnson	135.00	0
9888	06/21/2011	DAY001	Jolanda Streifel	5.00	0
9889	06/21/2011	K&K001	K&K Trucking Inc	2,540.00	0
9890	06/21/2011	KEL001	Kellermeyer Building Service	534.38	0
9891	06/21/2011	KRA001	Michelle Kraft	90.00	0
9892	06/21/2011	KRE002	Don Krenzel	20.00	0
9893	06/21/2011	LAK001	Laker Chemical	2,064.49	0
9894	06/21/2011	LAR002	Brian Larson	59.00	0
9895	06/21/2011	LAS001	Laser Systems	627.73	0
9896	06/21/2011	LEA002	League of MN Cities	46,257.36	0
9897	06/21/2011	LEI002	Leisureland RV	565.00	0
9898	06/21/2011	LUM001	Lumber Mart	610.38	0
9899	06/21/2011	LYN002	Gladwin Lynne	249.83	0
9900	06/21/2011	MAN001	Michelle Manias	249.75	0
9901	06/21/2011	MAR004	Marco	131.00	0
9902	06/21/2011	MCF001	McFarlane	28,000.00	0
9903	06/21/2011	MEN001	Menards	60.67	0
9904	06/21/2011	MPO001	Metropolitan Planning Organization	11,096.10	0
9905	06/21/2011	MID003	Midcontinent Communications	1,112.34	0
9906	06/21/2011	MID005	Midwest Playscapes	1,010.15	0
9907	06/21/2011	MIN003	Minnesota City/County Management /	104.00	0
9908	06/21/2011	MND003	MN Dept of Labor & Industry	40.00	0
9909	06/21/2011	MND009	MN Drivers & Vehicle Services	7.50	0
9910	06/21/2011	MVT002	MVTL Laboratories Inc	732.00	0
9911	06/21/2011	NEW001	Newman Signs	1,580.00	0
9912	06/21/2011	NOR004	Northern Plumbing Supply	162.22	0
9913	06/21/2011	NWM002	NW MN Multi County HRA	2,500.00	0
9914	06/21/2011	NYG001	Adelaide Nygaard	280.33	0
9915	06/21/2011	ORE001	O'Reilly Auto Parts	24.99	0
9916	06/21/2011	OPP001	Opp Construction	830.00	0
9917	06/21/2011	PAM001	Pamida	56.48	0
9918	06/21/2011	PAR002	Party City	20.97	0
9919	06/21/2011	PDQ001	PDQ Sanitary Services	180.00	0
9920	06/21/2011	PEA001	Peak Performance	138.72	0
9921	06/21/2011	PED002	Melissa Pederson	55.00	0
9922	06/21/2011	PET001	Peterson Veterinarian Clinic P.C.	985.00	0
9923	06/21/2011	POL002	Polk County Auditor Treasurer	29,008.00	0

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9924	06/21/2011	POL009	Polk County DAC	35.92	0
9925	06/21/2011	POL004	Polk County Recorder	322.00	0
9926	06/21/2011	POL008	Polk County Sheriff's Office	107.29	0
9927	06/21/2011	POW001	Power Equipment Shop	102.58	0
9928	06/21/2011	PRA001	Praxair Distribution	22.07	0
9929	06/21/2011	PRE001	Premium Waters Inc	35.62	0
9930	06/21/2011	QUI001	Quill Corp	325.89	0
9931	06/21/2011	QWE001	Qwest	947.68	0
9932	06/21/2011	RED001	Red River Snowmobile Club	1,881.38	0
9933	06/21/2011	REZ002	Anthony Reznicek	428.76	0
9934	06/21/2011	RIC001	James Richter	46.00	0
9935	06/21/2011	RMB001	RMB Environmental Lab Inc	221.00	0
9936	06/21/2011	MER001	Sandford Clinic Fargo Region	84.00	0
9937	06/21/2011	SAV001	Save A Life	224.95	0
9938	06/21/2011	SEA003	SealMaster	108.97	0
9939	06/21/2011	SKA002	Larry Skala	5,056.50	0
9940	06/21/2011	SPR002	Spray Advantage	99.36	0
9941	06/21/2011	STC001	St Cloud State Univ	260.00	0
9942	06/21/2011	STA004	Lynn Stauss	130.26	0
9943	06/21/2011	STE008	Kyle Steever	372.75	0
9944	06/21/2011	STE001	Stennes Granite	1,957.00	0
9945	06/21/2011	STO001	Stone's Mobile Radio Inc	2,238.71	0
9946	06/21/2011	STR001	Warren Strandell	1,000.00	0
9947	06/21/2011	STR003	Streichers	749.99	0
9948	06/21/2011	SUN002	Sun Dot Communications	126.99	0
9949	06/21/2011	CHA001	The Chamber of EGF/GF	30.00	0
9950	06/21/2011	TIM001	Tim Shea's Nursery & Landscaping	440.00	0
9951	06/21/2011	TRI003	Tri County Community Corrections	30.00	0
9952	06/21/2011	UPS001	UPS	169.92	0
9953	06/21/2011	USP002	USPS Postmaster	320.00	0
9954	06/21/2011	VER001	Verizon Wireless	162.15	0
9955	06/21/2011	VFW001	VFW Club	1,540.00	0
9956	06/21/2011	VIL001	Vilandre Heating & A/C	1,651.73	0
9957	06/21/2011	VON0001	Stephani Vonesh	90.00	0
9958	06/21/2011	WAS001	Waste Mgmt	37,822.24	0
9959	06/21/2011	WDA001	WDAZ TV	546.00	0
9960	06/21/2011	XCE001	Xcel Energy	56.70	0
9961	06/21/2011	XER001	Xerox Corporation	21.79	0
9962	06/21/2011	ZEE001	Zee Medical Service	53.20	0
				325,249.66	
Check Total:					