

**AGENDA
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 19, 2023 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of August 28, 2023.
2. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of September 5, 2023.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of September 5, 2023.

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.

4. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Home Run Club to conduct bingo on October 19, 2023 at the Eagles Club located at 227 10th St NW East Grand Forks, MN 56721.
5. Consider approving the Facility Use Agreement between the City of East Grand Forks and the East Grand Forks Arts & Crafts Council for the use of the Civic Center from October 6th-8th for the Annual Arts and Crafts Show for a rental fee of \$750.00.

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

6. Consider approving the Special Event Application for the East Grand Forks Sports Boosters to hold their annual Sports Boosters Walk, Run, and Roll 5K on October 8, 2023 from 11am to 3pm.
7. Consider adopting Resolution No. 23-09-57 approving Agency Agreement 1054711 between the City of East Grand Forks and the Minnesota Department of Transportation allowing the State to act as the City's agent to accept federal funding for the purchase of the preemptive emitters.
8. Consider approving the lease of two motor graders for the snow removal season from RDO Equipment for a total of \$6,300 per month plus \$65 an hour after 250 hours per machine for the season.

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

9. Regular meeting minutes of the Water, Light, Power, and Building Commission for August 16, 2023.
10. Regular meeting minutes of the Parks and Recreation Commission for June 21, 2023.
11. City Financial Statements as of July 31, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

12. Consider approving the Special Use Permit for Joey Hamilton to operate a body art establishment/tattoo parlor in the C-1 District with the requirements of meeting the additional conditions of the permit and obtaining a license from the Minnesota Department of Health.
13. Consider adopting Resolution No. 23-09-58 approving an increase to the building permit fees to which will take effect on January 1, 2024.
14. Consider adopting Resolution No. 23-09-59 approving the preliminary 2023 tax levy collectable in 2024 for a total of \$7,326,086 and set the Public Budget Meeting for December 5, 2023 at 6:00pm with a continuance hearing, if necessary, for December 19, 2023.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meeting

Work Session – Tuesday, September 26, 2023 – Training Room – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

**UNAPPROVED MINUTE SUMMARY
OF THE CLOSED MEETING
CITY OF EAST GRAND FORKS
MONDAY, AUGUST 28, 2023 – 5:15 PM**

CALL TO ORDER:

The Closed Meeting of the East Grand Forks City Council for Monday, August 28, 2023 was called to order by Council President Olstad at 5:15 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Brian Larson, and Karen Peterson.

Staff Present included Ron Galstad, City Attorney and Reid Huttunen, City Administrator.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

1. The meeting will be closed pursuant to MN Statute 13D.05 Subd. 3 (C)(1) for discussion on determining the asking price for real or personal property to be sold by the government entity parcel 31.00051.01 and a portion of parcel 31.00053.00.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO MOVE INTO CLOSED SESSION.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Helms.

Discussion followed in closed session.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO MOVE INTO OPEN SESSION.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Helms.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE AUGUST 28, 2023 CLOSED MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:26 P.M.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.

Voting Nay: None.

Absent: Helms.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 5, 2023 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, September 5, 2023 was called to order by Council President Olstad 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 Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Interim Parks & Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

HONOR FLIGHT FLAG PRESENTATION TO INCLUDE PLEDGE OF ALLEGIANCE:

This presentation will be conducted by Don Roberts, Honor Flight Organizer, Peggy Vanyo, Daughters of the American Revolution, Delaine “Del” Hirschmann, Honor Flight Volunteer, and Warren Strandell, April 2022 Honor Flight Participant.

Mr. Don Roberts informed the Council he had served in the Marine Corps for 20 years and their mission was to send veterans on the honor flight to Washington DC. He stated they had sent over 2000 veterans, most of them were in their 80s and 90s needing assistance getting around, and 120 veterans were going to be on the next flight that would be leaving on October 15th and be back on October 17th. He added there was a caravan that would be escorting them to the airport and people there to welcome them back home.

Ms. Peggy Vanyo stated it had been a pleasure and honor to help with the honor flight program and it had been a rewarding experience. She said on the last flight both mayors were able to be at the airport to welcome the veterans home and the welcome home celebration was amazing. She told the Council they needed support and assistance to be successful with the next planned flight and to remember to thank a veteran for their service.

Ms. Del Hirschmann commented that she graduated from East Grand Forks in 1979, she had participated in two flights, and made sure the veterans were well taken care of and gave any type of assistance necessary during the trip. She said her first trip she worked specifically with one veteran but the second trip she helped many including helping trace names of people at the Vietnam Memorial. She added that

she ended up tracing the same name for two different veterans. She said as a volunteer they try to make sure that every need is taken care of, and the trip is fun for the veterans.

Mr. Warren Strandell informed the Council he was on the honor flight in April of 2022, there were 84 veterans, 85 volunteers, 15 doctors and nurses, so a total of 183 people were on the flight. He listed all the places they visited, how visiting the Arlington National Cemetery was a humbling experience, especially when thinking of all of the family members of the 400,000 that were buried there. He commented that free was not free and it was one of the best experiences he had ever had.

Mr. Roberts told the Council the veterans would be gone for three days and two nights and everything was taken care of for the veterans so there was no cost to them. He said again there would be 120 veterans going on the next trip, there were plans in place to welcome them home, there would be a planning meeting at the American Legion on September 24th, and over \$58,000 had been donated to help in this process. He commented that the last time they came home there were 500 people at the airport and this time they would like to get 1000 people out there to welcome them home. Mayor Gander thanked the group for allowing him to be a part of the welcoming home celebration which had been one of the most moving things he had done as mayor. Mr. Roberts said everyone should come out to welcome them home, how they still have about 700 veterans on the waiting list to take the trip, and he would continue to raise money to continue the flights. Ms. Hirschmann added the flight was scheduled to come back around 7pm or 8pm but they would have the media with them and would report if there was a delay in getting back.

OPEN FORUM:

President Olstad stated the open form was an opportunity for members of the public to address the City Council on items not on the current agenda and items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. He asked if anyone would like to address the City Council, please come up to the podium to do so. No one came forward.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of August 15, 2023.
2. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of August 15, 2023.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of August 22, 2023.
4. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of August 22, 2023.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ITEMS ONE (1) THROUGH FOUR (4).

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

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.

- 5. Consider approving the Exempt Gambling Permit Application for the Bemidji State University Ducks Unlimited to hold a raffle and bingo on October 15, 2023 at the American Legion located at 1009 Central Ave NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
- 6. Consider adopting Resolution No. 23-09-54 entering into an agreement between the City of East Grand Forks and the State of Minnesota for fixed route transportation in East Grand Forks for 2024.
- 7. Consider adopting Resolution No. 23-09-55 entering into an agreement between the City of East Grand Forks and the State of Minnesota for paratransit services in East Grand Forks for 2024.
- 8. Consider adopting the Government Access Channel Policy providing guidelines and standards for the use of the City’s local government assess channel.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE ITEMS FIVE (5) THROUGH EIGHT (8).

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

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

- 9. Regular meeting minutes of the Water, Light, Power, and Building Commission for August 2, 2023.

COMMUNICATIONS:

- 10. Reminder the 7th Annual City Showcase will be taking place by restaurant row from 5pm to 7pm on Wednesday, September 6th.

Chief Hedlund said this would be the biggest showcase event, there would be more people than before, and encouraged anyone from the city or surrounding area to attend.

OLD BUSINESS:

- 11. Consider adopting Ordinance No. 39, 4th Series amending City Code Title IX entitled "General Regulations" by revoking weeds sections 98.35 and amending/replacing section 98.35 weeds with the following: and by adopting by reference City Code Title 1 and section 10.99 which, among other things, contain penalty provisions (2nd Reading).

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT ORDINANCE NO. 39, 4TH SERIES AMENDING CITY CODE TITLE IX ENTITLED "GENERAL REGULATIONS" BY REVOKING WEEDS SECTIONS 98.35 AND AMENDING/REPLACING SECTION 98.35 WEEDS WITH THE FOLLOWING: AND BY ADOPTING BY REFERENCE CITY CODE TITLE 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS (2ND READING).

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

NEW BUSINESS:

12. Consider approving the loan agreement for Hawkes Manufacturing for \$49,000 at 1% for a 10 year term.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE LOAN AGREEMENT FOR HAWKES MANUFACTURING FOR \$49,000 AT 1% FOR A 10 YEAR TERM.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

13. Consider approving the Memorandum of Agreement between the City of East Grand Forks and the Law Enforcement Labor Services #152 for the adjustment of wages of Officer Kallinen from Grade 15 Step 5 to Grade 15 Step 6 and back pay to January 1, 2023.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE LAW ENFORCEMENT LABOR SERVICES #152 FOR THE ADJUSTMENT OF WAGES OF OFFICER KALLINEN FROM GRADE 15 STEP 5 TO GRADE 15 STEP 6 AND BACK PAY TO JANUARY 1, 2023.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

14. Consider authorizing the East Grand Forks Police Department to enter into a five year subscription for in-car and bodycam equipment with services from WatchGuard/Motorola starting at \$24,580 for the first year and \$18,986 for the next four years totaling \$100,524.00.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO AUTHORIZE THE EAST GRAND FORKS POLICE DEPARTMENT TO ENTER INTO A FIVE YEAR SUBSCRIPTION FOR IN-CAR AND BODYCAM EQUIPMENT WITH SERVICES FROM WATCHGUARD/MOTOROLA STARTING AT \$24,580 FOR THE FIRST YEAR AND \$18,986 FOR THE NEXT FOUR YEARS TOTALING \$100,524.00.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

15. Consider approving the request to declare the 2002 Olympia Ice Resurfacers as surplus and approve the sale to the Greenway Amateur Hockey Association.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE REQUEST TO DECLARE THE 2002 OLYMPIA ICE RESURFACER AS SURPLUS AND APPROVE THE SALE TO THE GREENWAY AMATEUR HOCKEY ASSOCIATION.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

16. Consider authorizing staff to enter into an agreement with Brady Martz & Associates LLP for auditing services for the years 2023-2025.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER HELMS, TO AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT WITH BRADY MARTZ & ASSOCIATES LLP FOR AUDITING SERVICES FOR THE YEARS 2023-2025.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

17. Consider adopting Resolution No. 23-09-56 formally suspending the Memorandum of Understanding for School Resource Officer Services with the Independent School District 595 until the statutory issue is adequately addressed.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-09-56 FORMALLY SUSPENDING THE MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER SERVICES WITH THE INDEPENDENT SCHOOL DISTRICT 595 UNTIL THE STATUTORY ISSUE IS ADEQUATELY ADDRESSED.

Mayor Gander stated how this was an agricultural community, but the greatest resource was the young people, there had been an increase in school shootings, and the Minnesota Legislature removing abilities of School Resource Officers was a poor choice. He said the School Resource Officer was removed from the school because the liability was just too great to the City, so after a discussion the program was suspended. He added once the State made a change the program would be reinstated and until then the City has a plan to have two police officers be present at the schools without being under a contractual arrangement. He thanked Chief Hedlund for his assistance through this process. Council President Olstad reiterated there would still be a presence in the schools, but those officers would not be under the school resource officer contract. He added he hoped the State would be able to get this taken care of.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

CLAIMS:

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

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

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander commented he would see everyone at the showcase.

Mr. Huttunen reminded everyone to meet downstairs for the budget discussion.

Mr. Emery told the Council the work that could be completed had been completed at the intersection of 13th Street and Bygland Road and the old system would be put back in place until the HAWK system was up and running.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE SEPTEMBER 5, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:30 P.M.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, SEPTEMBER 5, 2023 – FOLLOWING THE COUNCIL MEETING**

CALL TO ORDER:

The Special Meeting of the East Grand Forks City Council for Tuesday, September 5, 2023 was called to order by Council President Olstad at 5:33 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Interim Parks and Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

1. Discussion on the 2024 Preliminary Budget.

Ms. Anderson stated the information had been sent out that afternoon, information had been prepared the prior week, but insurance information had changed and was higher than expected which changed the proposed budget. She commented on how the budget was fluid and they were trying to account for changes. She reviewed assumptions including a 5% levy increase was approximately \$330,000, 1% of the tax levy was approximately \$66,000, and to balance the budget only using the tax levy would require at least a 10% levy. She said there was a 6% increase to cover changes in the salary survey and cost of living increase and reminded the Council the accounting technician position and parks and recreation superintendent positions were open positions and included in the budget.

Ms. Anderson informed the Council the total revenues were \$13,236,386, total expenditures were \$13,582,489 leaving a difference of \$346,103 and asked for questions. Council President Olstad stated the 6% was just a placeholder and negotiations would be starting the following week. Council member Peterson asked what the conversations were with employees with the 29% increase to insurance because that would fall back on them or if they would consider looking for another vendor. Mr. Huttunen stated insurance would be a part of the negotiations process to determine a cost share. He said the City had searched for a vendor a year ago when presented with a 50% increase, there was a lot of work done during that process, and it was being recommended to stay with the current vendor because it more than likely was not going to be favorable for the City to try to get a new vendor. He added they would be trying to see if there was any flexibility with what was offered but again it was not recommended to try to change

vendors again. Council member Peterson stated the City was now at the 50% increase between the two years and asked what the increase was based on. Mr. Huttunen said it was based mostly on the City's claim history. Council President Olstad asked what the term of the proposed contract was. Discussion followed about how the previous contract was only for one year and if it was possible to get a contract longer than one year.

Ms. Anderson continued with the list of different revenues and expenditures which was more detailed and had the actual information for 2021 and 2022. Council member Pokrzywinski asked what a 5% increase would be on a house valued at \$100,000. Ms. Anderson said it would be a very hard guess because the City was not on the mill system, with additional valuation being added changed things, and it was easier to answer after reviewing the truth and taxation statements after the preliminary levy was approved. Council President Olstad said they usually get that information closer to December. Mayor Gander commented that change in valuations also made it difficult to predict how properties would be affected by the tax levy.

Ms. Anderson reminded the Council the Ad Hoc Finance Committee had started meeting in February and had reviewed expenses, a list had been put together of where things had started, and what had changed. She said they had gone through many things, there was a lot of discussion, and asked for questions. There were none. She moved on to the page showing what had been budgeted in 2023 and what was being proposed in 2024. She said many of the increases were due to payroll increases, there were increased cost for purchase that was not made because the truck was not available, and the price increased by \$10,000. She asked for questions. Mr. Huttunen told the Council the School Resource Officer position was removed from revenues, so the increased cost was added back into the budget. Ms. Anderson said the list from the finance committee was also included, how some items may still need approval or need a recommendation from the Council. She added the last section was the list of what would be purchased with the additional public safety funds that were going to be received.

Ms. Anderson moved on to the brief that was put together every year, it included the visioning goals, some had been met, and the others they were still planning for. She reviewed the estimated fund balance would be at \$6,382,465, the estimated fund balance at the end of the year would be at \$6,036,362 and would be at 46% of revenue or 44% of expenses which was within the range suggested by the State. She moved on to the charts that showed the breakdown of where the revenues came from and the breakdown of expenses in the different departments and capital outlay. She asked for questions, comments, or suggestions. She reminded the Council the preliminary levy had to be approved by the end of September, the final levy could go down from the preliminary levy but could not increase. She added the final levy was due December 29th so the preliminary levy needed to be set in the next couple weeks and a 10% levy would not cover the deficit.

Mayor Gander said it would like to hear from the committee on where to find additional savings to allow for a neutral budget and if there were top items that could be considered and prioritized. Council member Vetter asked to have the list of items pulled back up. Ms. Anderson said an increase to building permit fees was being proposed, they hadn't been increased since 2013, and that would bring in approximately \$8,000 per year. She reviewed the list of items that still needed additional research and approval, some of the items were being worked on, the proposed sale of some facilities, and staff was working on trying to combine contracts for better rates. She moved on to items that were brought up but were not moving forward for various reasons. Mr. Huttunen said the permit fees would be brought forward at the next meeting for consideration, the items were smaller items based on the savings they were trying to find, and some of the ideas would be long term savings but may not be for 2024. He said things would revert back

to levels of service, if cuts were needed, the City Council would need to give direction on where the cuts should be, and it was asking a lot of department heads to make them prioritize their own departments against the others so they would depend on the City Council to give direction. Ms. Anderson said to find savings it would be in personnel.

Mayor Gander said the Council would need to determine what bottom line number they were willing to carry, they had done it over the years, and have found there was usually less of a deficit at the end of the year. Chief Hedlund told the Council that if the school resource officer issue does not get resolved and was no longer needed, they would be able to eliminate a position in the Police Department to maintain staffing levels. Council President Olstad said they have things to think about, they could set the preliminary levy, and they could always go down. Ms. Anderson reminded the Council the current proposed was a 5% levy and 11% levy would cover the deficit.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE SEPTEMBER 5, 2023 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:02 P.M.

Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.

Voting Nay: None.

Megan Nelson, City Clerk

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: East Grand Forks Home Run Club Previous Gambling Permit Number: XB-05570-23-14
Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any: 41-1846179
Mailing Address: Po Box 611
City: East Grand Forks State: MN Zip: 56721 County: Polk
Name of Chief Executive Officer (CEO): Deane Stinar
CEO Daytime Phone: 701-741-0470 CEO Email: (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): ktbeee@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternals Religious Veterans Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- Current calendar year Certificate of Good Standing
Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name
Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)

EXCLUDED BINGO ACTIVITY

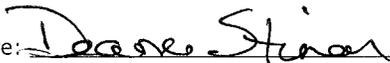
Has your organization held a bingo event in the current calendar year? Yes No
If yes, list the dates when bingo was conducted:
The proposed bingo event will be:
one of four or fewer bingo events held this year. Dates: October 19, 2023
conducted on up to 12 consecutive days in connection with a:
county fair
civic celebration
Minnesota State Fair
Person in charge of bingo event: Katie Boespflug Daytime Phone: 218-791-8691
Name of premises where bingo will be conducted: Eagles Club
Premises street address: 227 10th Street Northwest
City: East Grand Forks If township, township name: County: Polk

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print City Name: <u>East Grand Forks</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature:  Date: 9/11/2023

(Signature must be CEO's signature; designee may not sign)

Print Name: _____

MAIL OR FAX APPLICATION & ATTACHMENTS

<p>Mail or fax application and a copy of your proof of nonprofit status to:</p> <p style="padding-left: 20px;">Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p> <p>An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.</p> <p>Questions? Call a Licensing Specialist at 651-539-1900.</p>	<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES tab, or call 651-539-1900.</p> <p style="text-align: center; margin-top: 20px;">This form will be made available in alternative format (i.e. large print, braille) upon request.</p>
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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 the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Request for Council Action

Date: September 19, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Jeremy King – Interim Parks and Recreation Superintendent

RE: Request to rent Civic Center for 2023 Arts & Craft Show

Background:

The Arts & Craft Show is scheduled for October 7th and 8th this year. The event is planned to be held at the Civic Center Arena.

The proposed rental rate is \$250.00 per day for the Civic Center Arena. Historically, we have approved a reduced rental fee for this event since it is a non-profit fundraiser with proceeds directly benefiting East Grand Forks students.

Recommendation:

Seeking approval of the rental agreement with the EGF Arts & Crafts Council for the Civic Center Arena.

Enclosure:

Facility Use Agreement

**City of East Grand Forks
Facility Use Agreement**

It is the City of East Grand Forks' hereinafter "CITY" desire that all patrons who periodically use a CITY building, facility, park, room, arena, field, recreational area, shelter, or other City property are able to enjoy the "Facility". This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization (herinafter the "User") on whose behalf the "Agreement" is being made are responsible for compliance with this agreement. All Users's are required to read and sign the City Use Agreement as part of the rental and before the Facility can be rented by the User. Please read carefully, fill out City, User, and Event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. CITY FACILITY INFORMATION

Name of CITY Facility/Property: Civic Center
Address/Area/Location of Facility/Property): 300 15th St NE, East Grand Forks, MN 56721
Room/Area of Use Rented: Entire Facility

The RENTAL FEE and consideration to be paid by the User shall be as follows:
Rental Fee sum of \$750.00 for the following dates.

Facility: Civic Center for the dates of October 6th, 7th, & 8th, 2023
- Friday, October 6th; 2:00 p.m. to 9:00 p.m. for set up
- Saturday, October 7th; show hours 7:00 a.m. to 5:30 p.m.
- Sunday, October 8th; show hours 10:00 a.m. to 6:00 p.m.

Special Conditions:
Specific equipment/special conditions as designed by Parks & Recreation Department included in the rental agreement are as follows:
Specific hours of operation can be amended, per the schedule of Arts & Craft Show activities with the Parks & Recreation Superintendent

2. USER INFORMATION

Organization Name: East Grand Forks Arts & Crafts Council
Address, City, State, Zip: PO Box 622, East Grand Forks, MN 56721
Contact name/title: Lorraine O'Shea, Show Director
Email: egfcraftcouncil@gmail.com

A. **This agreement**, made and entered into this _____ day of _____ by and between the City of East Grand Forks Parks & Recreation Department, a municipal corporation, acting by and through its Superintendent of Parks & Recreation and the "User" EGF Arts & Craft Council (list organization/renter), now, therefore, in consideration of the promises contained herein, do hereby agree as follows:

- B. The CITY agrees to provide the use of the above listed Facility or the following parts therein, described above in City Information.

Renting said premises subject to the conditions, rules, regulations and policies that the CITY shall by Ordinance and Resolution establish for CITY property and facilities from time to time, which Ordinance and Resolution are mutually understood and agreed by the parties hereto be a part hereof. It is further mutually agreed that any attached conditions, rules, regulations and policies of the CITY are a part of this Rental agreement.

- C. User shall perform routine pick up after its use of the rented FACILITY, ensuring equipment is cleaned and returned to its beginning location; as well as area locker rooms, ensuring locker room and shower area floors are clear of any items and all equipment is properly stored. All garbage will be placed in the appropriate receptacles as determined by the CITY. If not cleaned to the sole satisfaction of the CITY, the User agrees to pay CITY the costs the City incurs for clean-up purposes.
- D. No alcoholic beverages shall be sold or permitted by the User upon the premises. Unless authorized by City Council.
- E. **Indemnification.** The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury or illness (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Facility by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.
- F. **Waiver and Assumption of Risk.** The User knows, understands and acknowledges the risks and hazards associated with using the Community Center and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the Community Center and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.
- G. **Insurance.** The User is required to obtain liability insurance for the Agreement. If insurance is required, User agrees to obtain at least a minimum \$1 Million General Liability coverage. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven (7) days prior to the Event and naming the City of East Grand Forks as an Additional Insured.
- H. User shall be solely responsible for the supervision and control of its volunteers and participants and it is strongly recommended by the CITY that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child

Protection Act (MN Stat. 299C)". Any volunteers provided by the User are not "City Volunteers" and are acting on behalf of the User and **ARE NOT** acting on behalf of the CITY.

- I. CITY, its agents and employees shall have the right to enter the rented premise upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the rented premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of CITY by reason of any inconvenience, annoyance or injury caused by CITY's reasonable exercise of the rights reserved by CITY in this Article.
- J. **DISCRIMINATION.** No person shall be discriminated against in the terms and conditions of employment, personnel practices, or access to and participation in, programs, services, and activities with regard to race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- L. User agrees to abide by all rules, regulations, and guidelines set in place by the State of Minnesota, County of Polk, and City of East Grand Forks in compliance and operation of event.
- M. User shall not assign this agreement, nor suffer any use of the said leased premises other than as herein specified, nor sublet the premises or any part thereof, without the prior consent of the City and its Parks & Recreation Superintendent.
- N. User is responsible for any lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
- O. **Priority of Use/Cancellation.** The City shall have first priority for all governmental and department activities. The priority for all other users shall be on a first come, first served basis. The City reserves the right to cancel any Event or Agreement as it deems necessary. If the City cancels the event, the User shall be entitled to a full refund of any rent paid.
- P. **Set Up, Clean Up, Misc. Equipment.**
Set up, Clean Up, Misc. Equipment use must be followed under the standards of use and care as described in the Special Conditions listed below or as described above by this agreement.
- Q. Special conditions of this Agreement not hereinabove provided are as follows:

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

IMPORTANT – READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature 
Print name Lorraine O'Shea Title Show chair woman
Organization East Grand Forks Arts & Craft Council
Address PO Box 622, East Grand Forks, MN 56721
Telephone: Home/Mobile 218-230-4594 Work _____

CITY OF EAST GRAND FORKS

By: _____
Its Mayor

By: _____
Its City Administrator



Megan Nelson

From: noreply@civicplus.com
Sent: Monday, July 24, 2023 1:39 PM
To: Megan Nelson; City Administration
Subject: [EXTERNAL]Online Form Submittal: Special Event Application

WARNING - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Special Event Application

Please Submit 60 Days Prior to Event

This application and supporting information must be turned in 60 days prior to the event.

Organization Name	East Grand Forks Sports Boosters
Phone Number	7017938908
Address1	937 6th Ave SE
Email Address	jnlangerud@gra.midco.net
City	East Grand Forks
State	MN
Zip	56721
Applicant Name/Contact Person	Nicole Langerud
Email Address	jnlangerud@gra.midco.net
Phone Number	7017938908
Second Contact Person	Angie Carpenter
Email Address	angela.carpenter@und.edu
Phone Number	7012158230

(Section Break)

Special Event Information

All applications will be reviewed by staff. Depending on the type of event, **staff may come back with additional requirements and cost estimates** for the event such as a security plan, medical plan, traffic plan, etc and will be based on what is required for the event to take place.

A clean up deposit may also be required and if the City does not need to take care of any of the clean up, the deposit will be returned once everything has been completed.

Event Title	Sports Boosters Walk, Run and Roll 5k
Type of Event	Run/Walk
Date(s) and Time of Event	10/8/2023 11:00 AM - 10/8/2023 3:00 PM
Description/Narrative of the Event	This will be the 2nd annual event, and will be very similar to last year's. It will include a 5k walk/run, and a kiddie race. All will start from the high school parking lot and run the same route as last year (map of route is on file). Last did not close streets, but would again appreciate police presence at River Road crossing if at all possible from approximately 1pm - 2pm, and the flashing light sign warning drivers coming from the north that a race is in progress.

(Section Break)

Event Site Plan/Map	5kMap.docx
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(Section Break)

Power & Water Requests

All power and water requests must go through and be approved by the Water and Light Commission. **The Water and Light Commission may charge for labor and materials for event related activities.** Contact the Distribution Superintendent by calling (218) 773-0515 between 8am and 4:30pm or email alldsc@egf.mn for further instructions.

(Section Break)

River Access	No
If yes, complete the form	The Polk County Boat & Water Event Permit Application

(Section Break)

Use of DNR Property	No
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RESOLUTION NO. 23 – 09 - 57

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

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as the Agent for the City of East Grand Forks to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of East Grand forks to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1054711, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: September 19, 2023

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th day of September, 2023.

Mayor

STATE OF MINNESOTA

COUNTY OF _____

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by local agency name at a duly authorized meeting thereof held on the _____ day of September, 2023, as shown by the minutes of said meeting in my possession.

City Administrator

Notary Public _____

My Commission expires _____

(SEAL)



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN FORCE ACCOUNT

State Project Number: 119-080-012_____

FAIN Number: CRP 6023(289)_____

This Agreement is entered into by and between East Grand Forks (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. MnDOT Contract Number dcp(1052088) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government’s agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the “Project”; and
3. The Local Government is proposing a federal aid project to Purchase preemptive emitters for firetrucks as a Force Account hereinafter referred to as the “FORCE ACCOUNT”; and
4. The Force Account is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 119-080-012, and in Federal Highway Administration (“FHWA”) records as Minnesota Project CRP 6023(289); and
5. The Assistance Listing Number (ALN) for this project is 20.205 and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government’s Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052088), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT’s Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052088), which is

incorporated herein by reference.

4. Time

- 4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement (“end date”). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. The estimated cost of the Force Account is \$6,225.00.
 - 5.1.1. It is anticipated that 80% (up to \$4,980.00 capped) of the cost of the Force Account is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 5.1.2. Costs incurred as of the federal authorization date of 09/07/2023 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 5.1.3. Eligible cost and expense, if approved, may consist of the cost of procuring preemptive emitters for firetrucks.
 - 5.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
 - 5.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this Agreement.
 - 5.1.6. For costs expected to exceed \$6,225.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.
- 5.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
 - 5.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
 - 5.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of costs with supporting invoices and documentation.
 - (b) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and Local Government participation can be applied to the total costs.

- 5.3. **Reimbursement.** Reimbursement of costs under this Agreement will be based on actual costs, but limited to eligible items.
 - 5.3.1. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 5.3.4. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton _____, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 6.2. The Local Government's Authorized Representative is:

Name: Steve Emery _____, or his/her successor.

Title: City Engineer

Phone: 218-773-5626

Email: steve.emery@widseth.com

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.
- 7.2. **Amendments.** Any amendments/supplements to this Agreement will be in writing and executed by the same parties who executed the original agreement, or their successors in office.

- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 9.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 10. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
- 11. Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- 12. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. 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.
- 13. Termination; Suspension**
- 13.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 13.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 13.3.1. It does not obtain funding from the Minnesota Legislature; or
- 13.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT 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. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 13.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 14. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

- 15. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that 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 will contain provisions by which 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, will, by reason of 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, will, 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 of Minnesota, or any county, city, town, township, school, school district or any other person authorized to 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 Agreement.
- 17. Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies. Local Government will require the application of Buy America in all contracts eligible for federal assistance under Title 23 of the United States Code ("Title 23") and within the scope of a finding, determination, or decision under the National Environmental Policy Act ("NEPA"), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with federal funding provided under Title 23. The Project is applicable for the limited waiver of Buy America Requirements for De Minimis Costs & Small Grants that was signed 8/16/2023 (Docket #DOT-OST-2022-0124).
- 18. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.

- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

Title VI/Non-discrimination Assurances. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

- 18.3. **Federal Funding Accountability and Transparency Act (FFATA).**

- 18.3.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.3.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
 - 18.3.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
 - 18.3.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
 - 18.3.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be

obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

East Grand Forks

East Grand Forks certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



Rental Schedule

#8

RDO Equipment Co.
 6565 Gateway Drive
 Grand Forks ND, 58203
 Phone: (701) 772-4842 - Fax: (701) 772-9620

Invoice To:
 CITY OF E. GRAND FORKS
 CITY SHOP
 PO BOX 373
 E GRAND FORKS, MN, 567210373
 County: POLK
 (218) 773-2483

Rental Type: Rental
 Deal Number: 1695673
 Customer Account#: 2483010
 Sales Professional: Jared Harshman
 Phone: (701) 772-4842
 Fax: (701) 772-9620
 Email: jharshman@rdoequipment.com

Rental Information

Ordered By: JASON STORDAHL
 Estimated Rental Schedule: Starting on: 11/13/2023, Ending on: 4/12/2024
 Billing Dates: Starting on: 11/13/2023, Ending on: 4/12/2024
 Job Site Address: CITY SHOP
 PO BOX 373
 E GRAND FORKS, MN 567210373

Equipment Rental Rates

Serial	Stock	Year/Make/Model	Quantity	OT/Hourly	Monthly
1DW872GPCKF702536	X744206	2020 JOHN DEERE 872GP	Final Tier 4 (FT4) Certified Engine 1	\$39.38	\$6,300.00
1DW872GPHKF702557	X744207	2020 JOHN DEERE 872GP	Final Tier 4 (FT4) Certified Engine 1	\$39.38	\$6,300.00

Rental Rate Totals

	Monthly
Base Rental Rate:	\$12,600.00
LDW: (14% of Rental)(described in Legal Information section below)	\$1,764.00
Environmental Fee: (3% of Rental)	\$378.00
Cost Per Term (Before Additional Charges)	\$14,742.00

Additional Charges

Unit	Type	Amount	Taxes	Total
2020 JOHN DEERE 872GP	Inside Trucking (Taxable)	\$2,000.00	\$100.00	\$2,100.00
2020 JOHN DEERE 872GP	Outside Trucking (Taxable)	\$2,000.00	\$100.00	\$2,100.00
	Outside Trucking (Taxable)	\$0.00	\$0.00	\$0.00
Total Additional Charges		\$4,000.00	\$200.00	\$4,200.00

Legal Information

Term, start, end dates, rental rates, and sales tax are all approximated and subject to change. RDO Equipment Co. reserve the right to replace equipment with 'like' equipment at any time. The rental rate for Equipment covers normal use only not to exceed 8-hours/1day, 40 hours/week, or 160 hours/month, based on 20 working days. Any excess hours will be charged at the designated Overtime Rate (OT Rate). Equipment returned that require fuel, cleanup, repair work or replacement parts due to unusual wear & tear will warrant additional charges. Should you not provide RDO Equipment Co. with physical damage insurance coverage, a Loss Damage Waiver fee of 14% of the rental charge will be applied. Applicable sales tax, property and environmental fees to apply. Use only Low Sulfur Diesel (ULSD). Applicant agrees this be a Schedule to the Rental Agreement.

By placing this order and receiving a copy of this Schedule (whether in person or by email or facsimile), customer agrees to be bound by the Terms contained herein as well as those of the Master Rental Agreement, and is accepting the equipment, including attachments, in "AS IS" condition, and agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area



There are machine(s) on this Rental that are equipped with Final Tier 4 (FT4) certified engine(s). Use John Deere Plus-50 II Low Ash Engine Oil (#TY26673), or equivalent; **Do not mix oils or brands.** Use John Deere Cool Gard II antifreeze / coolant (#TY26576), or equivalent. Use John Deere Exhaust Fluid (#SWDEF025), or equivalent. Use Low Sulfur Diesel (ULSD)

Applicant:

(Customer's Signature)

(Customer's Printed Name)

(Applicant Title)

(Date Signed)

This is not an invoice. You will receive an invoice when the first billing cycle is complete, or when the machines are returned, whichever occurs first. This Rental Schedule was created on 9/11/2023 and is valid until 10/11/2023. After that date, the terms may need to be revised

Comments

Winter Rental Contract - \$6300 per month and then \$65 per hour after 250 hours for the season. There will be a one time charge of \$2000 to have graders hauled to Grand Forks for pick up.

LDW will not be charged once an insurance certificate is received. Environmental Fee will also not be charged

Here are snow rates for a 140M AWD with a snow wing but we are running low on availability so I would still need to verify we would have enough machines to meet your needs.

	4-6 MOS.	EXCESS HOURS
<u>140M AWD/ W/ SNOW WING</u>		
50 HRS/MO	7500	70
100 HRS/MO	9900	70

If you have any questions, please contact us.

Thank you.

Clay Smaaladen | Butler Machinery Company | Customer Account Manager - Construction

1201 S 46th St | Grand Forks, ND 58201 | P 701-780-7771 | C 701-739-0888

Our Mission | To build long-term relationships, founded on trust, creating mutual growth and success.

Butler Values | Our Team • Customer Driven • Integrity • Accountability • Excellence • Safety



Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on August 16, 2023, at 8:00 am in the City Council Chambers.

Present: Quirk, Beauchamp, Riopelle

Absent: Grinde

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Todd Grabanski, Steve Emery, Todd Forster, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson, Tyler Tretter, Alyssa Kozel

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve the minutes of the previous regular meeting held on August 2, 2023.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,333,476.14.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Riopelle seconded by Commissioner Beauchamp to approve the Salvation Army 2023-2024 Program Agreement; and approve contribution of \$2,000 to the SA Heatshare Program.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Riopelle seconded by Commissioner Beauchamp to approve the 2023-2024 MN Energy Assistance program Agreement; and approve a contribution of \$2,000 for the Reach Out for Warmth Program.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

The proposed 2024 5 year Capital Budget Plan and the 2024 Operations and Maintenance Budget was presented by Keith Mykleseth, General Manager. Discussion was held and will be on the agenda at the next meeting.

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to adjourn at 8:24 am to the next regular meeting on September 6, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Quirk, Beauchamp, Riopelle

Voting Nay: None

Lori Maloney
Commission Secretary

**Meeting Minutes of the
Parks & Recreation Commission
Wednesday, June 21, 2023 - 4:30 p.m.
City Hall Training Room**

CALL TO ORDER:

The City of East Grand Forks Parks & Recreation Commission meeting for Wednesday June 21st, 2023, was called to order by Vice-Chairman Nick Bowen at 4:31pm.

ROLL CALL:

Commission Members Present: Commissioners Bobby Lukasson, Nick Bowen, Marla Wolfe, Alderman Ben Pokrzywinski, and Alderman Tim Riopelle

Commission Members Absent: Mark McDonald

Others Present: Parks & Recreation Superintendent Reid Huttunen and Recreation Supervisor Mark Dragich.

OPEN FORUM: None.

MEETING MINUTES: Meeting minutes from May 31, 2023, Parks & Recreation Commission meeting were reviewed for discussion, amendment, and approval. Riopelle motioned for approval of the minutes. Motion seconded by Wolfe. Motion carried.

OLD BUSINESS:

- **Griggs Park Trailhead** –Huttunen reported talking with Becca (Aker) Walk about fundraising for the project. Becca thought she could raise between \$2000 - \$3000 to help with project. She is also willing to help look for and write grants if needed. Huttunen informed the group this project is not in the 2024 budget so the earliest anything would happen is 2025. Pokrzywinski talked about the fundraising effort involved with the playground and basketball court at DanMor Park. They went door-to-door and also had online option for donations. Lukasson questioned polling the neighborhood by Griggs Park to get their input and/or interest.
- **Arbor Day** – An Arbor Day celebration was held at Sherlock Park on Thursday, June 8th. About 75 kids from our Playground program attending and helped plant 9 trees in the park. Park staff from Grand Forks attend and helped in planting. The event was well received and a success.
- **Summer Hiring** – Bowen asked if we had made any progress in hiring and if we had to turn any kids away from participating in our programs. Dragich reported that we hired two people to coach a 13U baseball team so between our 15U, 13U and the American Legion team we were able to find spots for all registered. Our 13U and 15U team are larger than we would like, but we did not have to cut any players.

NEW BUSINESS:

- **LaFave Park** – Huttunen informed the group that bids for the initial work on the Improvement Project high. The City Council rejected all the current bids, and bids will be sent out again later in the year in hope of reduced material costs. The rejected bids are not causing a delay in the project as that work would be scheduled for the summer of 2024.

- **Swimming Pool and Summer Programs** – The revenue at the pool is over \$42,000 for the first 14 days this June. A very good start. Pool is operating well and is well staffed. Discussed the Swimming Lessons current options and possible changes to that program moving forward. Staff will work through the offseason to design a swimming lesson program and hopefully gain support of pool staff to get Water Safety instructor certified.
- **2023-2024 Budget Planning** – Included in packets was an informational sheet on 2022-2023 Winter Activity Income/Expenses. The information broke down fees charged and what the fees should be to bring the programs to a breakeven point. A couple of the programs for the younger participants charge a bit more than actual costs. As the ages increase the expense to run those levels does also. The group discussed a gradual increase in fees over 3-5 years to bring the revenues in line with expenses. Brainstormed on ideas to effectively raise the fees in a manner that doesn't negatively impact participation numbers. Bowen alerted the group to keep in mind that our programs bring many visitors to town and we need to keep that in mind when adjusting fees.

ADJOURNMENT: With no further business, Vice-Chairman Bowen asked for a motion to adjourn. Riopelle motioned at 5:47pm, seconded by Pokryzwinski. Motion Carried.

414 City AJ Projects						
33 Intergovernmental Revenue	\$ -	\$ 1,252.06	\$ (1,252.06)	0.00%		
	\$ -	\$ 1,252.06	\$ (1,252.06)	0.00%		
415 City Capital Projects						
33 Intergovernmental Revenue	\$ -	\$ 152,280.02	\$ (152,280.02)	0.00%		
	\$ -	\$ 152,280.02	\$ (152,280.02)	0.00%		
419 CP's 23rd St NW Construction						
33 Intergovernmental	\$ -	\$ 156,539.53	\$ (156,539.53)	0.00%		
39 Other Financing Sources Revenue	\$ 200,187.06	\$ -	\$ 200,187.06	100.00%		
	\$ 200,187.06	\$ 156,539.53	\$ 43,647.53	21.80%		
425 Building Improvements						
36 Special Assessment/Misc Rev	\$ -	\$ 5,023.01	\$ (5,023.01)	0.00%		
39 Other Financing Sources Revenue	\$ 350,000.00	\$ 350,000.00	\$ -	0.00%		
	\$ 350,000.00	\$ 355,023.01	\$ (5,023.01)	-1.44%		
531 12-01-01 Improvement Bond						
36 Special Assessment/Misc Rev Revenue	\$ -	\$ 8,528.81	\$ (8,528.81)	0.00%		
	\$ -	\$ 8,528.81	\$ (8,528.81)	0.00%		
532 12-01-03 Improvement Bond						
36 Special Assessment/Misc Rev Revenue	\$ -	\$ 27,050.02	\$ (27,050.02)	0.00%		
	\$ -	\$ 27,050.02	\$ (27,050.02)	0.00%		
533 12-01-04 Improvement Bond						
36 Special Assessment/Misc Rev Revenue	\$ -	\$ 122,357.59	\$ (122,357.59)	0.00%		
	\$ -	\$ 122,357.59	\$ (122,357.59)	0.00%		
534 03-01-06 Improvement Bond						
36 2006 Bond Assessment Revenue	\$ -	\$ 21,213.77	\$ (21,213.77)	0.00%		
	\$ -	\$ 21,213.77	\$ (21,213.77)	0.00%		
535 12-1-07 Improvement Bond						
36 2007 Bond Assessment Revenue	\$ -	\$ 123,682.31	\$ (123,682.31)	0.00%		
	\$ -	\$ 123,682.31	\$ (123,682.31)	0.00%		
537 2012 Imp Bond						
36 2012 Bond assessments Revenue	\$ -	\$ 24,821.55	\$ (24,821.55)	0.00%		
	\$ -	\$ 24,821.55	\$ (24,821.55)	0.00%		
538 2015 Improvement Bond						
36 2015 Bond assessments Revenue	\$ -	\$ 27,022.61	\$ (27,022.61)	0.00%		
	\$ -	\$ 27,022.61	\$ (27,022.61)	0.00%		
539 2017 Improvement Bond						
36 2017 Bond assessments Revenue	\$ -	\$ 119,606.35	\$ (119,606.35)	0.00%		
	\$ -	\$ 119,606.35	\$ (119,606.35)	0.00%		
601 Electric						
37 Utility Sales Revenue	\$ 16,097,175.88	\$ 9,002,400.94	\$ 7,094,774.94	44.07%		
	\$ 16,097,175.88	\$ 9,002,400.94	\$ 7,094,774.94	44.07%		
602 Water						
37 Utility Sales Revenue	\$ 2,706,334.26	\$ 1,553,329.41	\$ 1,153,004.85	42.60%		
	\$ 2,706,334.26	\$ 1,553,329.41	\$ 1,153,004.85	42.60%		
603 Refuse						
34 Charges for Services Revenue	\$ 1,042,000.00	\$ 623,063.30	\$ 418,936.70	40.21%		
	\$ 1,042,000.00	\$ 623,063.30	\$ 418,936.70	40.21%		
605 Sewage						
36 Special Assessment/Misc Rev	\$ -	\$ 31,000.00	\$ (31,000.00)	0.00%		
37 Utility Sales Revenue	\$ 2,001,622.00	\$ 1,130,417.22	\$ 871,204.78	43.52%		
	\$ 2,001,622.00	\$ 1,161,417.22	\$ 840,204.78	41.98%		
609 Storm Water						

33	Intergovernmental	\$	-	\$	125,905.73	\$	(125,905.73)	0.00%
34	Charges for Services	\$	710,000.00	\$	413,305.49	\$	296,694.51	41.79%
37	Utility Sales	\$	-	\$	41,918.40	\$	(41,918.40)	0.00%
	Revenue	\$	710,000.00	\$	581,129.62	\$	128,870.38	18.15%
620	EDA General							
36	Special Assessment/Misc Rev	\$	-	\$	15,010.00	\$	(15,010.00)	0.00%
39	Other Financing Sources	\$	229,306.22	\$	-	\$	229,306.22	100.00%
	Revenue	\$	229,306.22	\$	15,010.00	\$	214,296.22	93.45%
623	EDA TIF 1-2 E of BN Tri							
36	Special Assessment/Misc Rev	\$	-	\$	94.42	\$	(94.42)	0.00%
	Revenue	\$	-	\$	94.42	\$	(94.42)	0.00%
625	EDA IRP Loan Subfund							
36	Interest Earnings	\$	-	\$	1,168.91	\$	(1,168.91)	0.00%
	Revenue	\$	-	\$	1,168.91	\$	(1,168.91)	0.00%
626	MIF (DRLF-97-0003-V-FY98)							
36	Special Assessment/Misc Rev	\$	-	\$	15,057.78	\$	(15,057.78)	0.00%
	Revenue	\$	-	\$	15,057.78	\$	(15,057.78)	0.00%
627	MN DEED MIF							
36	Special Ass/Misc	\$	-	\$	636.58	\$	(636.58)	0.00%
	Revenue	\$	-	\$	636.58	\$	(636.58)	0.00%
630	Sunshine Terrace							
34	Charges for Services	\$	526,572.00	\$	295,245.00	\$	231,327.00	43.93%
36	Special Assessment/Misc Rev	\$	7,000.00	\$	7,054.53	\$	(54.53)	-0.78%
39	Dept	\$	-	\$	185,392.05	\$	(185,392.05)	0.00%
	Revenue	\$	533,572.00	\$	487,691.58	\$	45,880.42	8.60%
682	Infill Building							
36	Special Assessment/Misc Rev	\$	77,490.00	\$	45,886.25	\$	31,603.75	40.78%
	Revenue	\$	77,490.00	\$	45,886.25	\$	31,603.75	40.78%
703	Central Equipment							
38		\$	-	\$	136,928.00	\$	(136,928.00)	0.00%
	Revenue	\$	-	\$	136,928.00	\$	(136,928.00)	0.00%
849	Perpetual Care Cemetery							
34	Charges for Services	\$	15,000.00	\$	-	\$	15,000.00	100.00%
	Revenue	\$	15,000.00	\$	-	\$	15,000.00	100.00%

General Ledger As of July 31, 2023

Council Monthly Exp Budget Report

User: kanderson
 Printed: 09/01/23 10:25:08
 Period 01 - 07
 Fiscal Year 2023

Fund Description	2023 Budget	Amt Spent as of July 31	Remaining Balance	% left to spend
101 General				
41 General Government	\$ 1,546,919.21	\$ 832,639.63	\$ 714,279.58	46.17%
42 Public Safety	\$ 5,162,320.02	\$ 2,650,426.99	\$ 2,511,893.03	48.66%
43 Public Works	\$ 1,969,854.98	\$ 937,875.47	\$ 1,031,979.51	50.98%
45 Culture and Recreation	\$ 3,038,100.06	\$ 1,610,320.65	\$ 1,427,779.41	46.80%
46 Community Development	\$ 65,000.00	\$ 31,395.36	\$ 33,604.64	51.70%
49 Unallocated	\$ 970,740.26	\$ 334,150.82	\$ 636,589.44	65.58%
Expense	\$ 12,752,934.53	\$ 6,396,808.92	\$ 6,356,125.61	49.58%
204 Community & Economic Growth				
46 Community Development	\$ 10,000.00	\$ 1,475.00	\$ 8,525.00	85.25%
Expense	\$ 10,000.00	\$ 1,475.00	\$ 8,525.00	85.25%
209 State Aid Street				
49 Unallocated	\$ 518,481.00	\$ 2,160.00	\$ 516,321.00	99.58%
Expense	\$ 518,481.00	\$ 2,160.00	\$ 516,321.00	99.58%
210 Transit				
49 Transit	\$ 813,602.30	\$ 457,691.14	\$ 355,911.16	43.75%
Expense	\$ 813,602.30	\$ 457,691.14	\$ 355,911.16	43.75%
214 Resurrection Cemetery				
49 Unallocated	\$ 82,051.54	\$ 39,901.57	\$ 42,149.97	51.37%
Expense	\$ 82,051.54	\$ 39,901.57	\$ 42,149.97	51.37%
215 Insect				
43 Public Works	\$ 50,071.00	\$ 1,954.74	\$ 48,116.26	96.10%
Expense	\$ 50,071.00	\$ 1,954.74	\$ 48,116.26	96.10%
217 Greenway Maint				
43 Public Works	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
Expense	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
280 Housing/Lot Sale				
47 Other L-T Debt	\$ 343,800.00	\$ 60,558.83	\$ 283,241.17	82.39%
49 Unallocated	\$ 65,000.00	\$ -	\$ 65,000.00	100.00%
Expense	\$ 408,800.00	\$ 60,558.83	\$ 348,241.17	85.19%
400 Grants				
42 Public Safety	\$ -	\$ 54,663.50	\$ (54,663.50)	0.00%
45 Culture and Recreation	\$ -	\$ 19,442.26	\$ (19,442.26)	0.00%
Expense	\$ -	\$ 74,105.76	\$ (74,105.76)	0.00%
414 City AJ Projects				
43 Public Works	\$ -	\$ 590,736.52	\$ (590,736.52)	0.00%
Expense	\$ -	\$ 590,736.52	\$ (590,736.52)	0.00%
415 City Capital Projects				
41 General Govt	\$ -	\$ 160.00	\$ (160.00)	0.00%
43 Public Works	\$ -	\$ 174,695.25	\$ (174,695.25)	0.00%
45 Culture and Recreation	\$ -	\$ 122,889.16	\$ (122,889.16)	0.00%

	Expense	\$	-	\$	297,744.41	\$	(297,744.41)	0.00%
419	CP's 23rd St NW Construction							
43	Public Works	\$	87,187.06	\$	87,079.06	\$	108.00	0.12%
47	Other L-T Debt	\$	113,000.00	\$	113,000.00	\$	-	0.00%
	Expense	\$	200,187.06	\$	200,079.06	\$	108.00	0.05%
425	Building Improvements							
41	General Government	\$	65,775.00	\$	-	\$	65,775.00	100.00%
42	Police Dept	\$	-	\$	32,226.50	\$	(32,226.50)	0.00%
43	Public Works	\$	64,000.00	\$	-	\$	64,000.00	100.00%
45	Culture and Recreation	\$	210,000.00	\$	105,498.81	\$	104,501.19	49.76%
	Expense	\$	339,775.00	\$	137,725.31	\$	202,049.69	59.47%
434	Dwntwn CDBG Close 493/496							
43	Public Works	\$	-	\$	3,032.50	\$	(3,032.50)	0.00%
	Expense	\$	-	\$	3,032.50	\$	(3,032.50)	0.00%
533	12-01-04 Improvement Bond							
47	2004 Improvement Bond	\$	-	\$	190,650.00	\$	(190,650.00)	0.00%
	Expense	\$	-	\$	190,650.00	\$	(190,650.00)	0.00%
534	03-01-06 Improvement Bond							
47	2006 Improvement Bond	\$	-	\$	46,575.00	\$	(46,575.00)	0.00%
	Expense	\$	-	\$	46,575.00	\$	(46,575.00)	0.00%
535	12-1-07 Improvement Bond							
47	2007 Improvement Bond	\$	-	\$	209,255.00	\$	(209,255.00)	0.00%
	Expense	\$	-	\$	209,255.00	\$	(209,255.00)	0.00%
537	2012 Imp Bond							
47	Other L-T Debt	\$	-	\$	40,257.50	\$	(40,257.50)	0.00%
	Expense	\$	-	\$	40,257.50	\$	(40,257.50)	0.00%
538	2015 Improvement Bond							
47	Dept	\$	-	\$	117,950.00	\$	(117,950.00)	0.00%
	Expense	\$	-	\$	117,950.00	\$	(117,950.00)	0.00%
539	2017 Improvement Bond							
47	2017 Improvement Bond	\$	-	\$	366,280.00	\$	(366,280.00)	0.00%
	Expense	\$	-	\$	366,280.00	\$	(366,280.00)	0.00%
601	Electric							
16	Construction Projects	\$	-	\$	36,146.02	\$	(36,146.02)	0.00%
49	Electric Utilities	\$	16,320,601.71	\$	8,214,449.44	\$	8,106,152.27	49.67%
	Expense	\$	16,320,601.71	\$	8,250,595.46	\$	8,070,006.25	49.45%
602	Water							
16	Construction Projects	\$	-	\$	70,116.94	\$	(70,116.94)	0.00%
49	Water Utilities	\$	2,977,213.75	\$	1,031,866.54	\$	1,945,347.21	65.34%
	Expense	\$	2,977,213.75	\$	1,101,983.48	\$	1,875,230.27	62.99%
603	Refuse							
49	Unallocated	\$	1,125,400.12	\$	549,066.82	\$	576,333.30	51.21%
	Expense	\$	1,125,400.12	\$	549,066.82	\$	576,333.30	51.21%
605	Sewage							
49	Unallocated	\$	2,177,190.48	\$	581,010.36	\$	1,596,180.12	73.31%
	Expense	\$	2,177,190.48	\$	581,010.36	\$	1,596,180.12	73.31%
609	Storm Water							
43	Public Works	\$	1,030,409.67	\$	197,821.13	\$	832,588.54	80.69%
	Expense	\$	1,030,409.67	\$	197,821.13	\$	832,588.54	80.69%
620	EDA General							
49	Unallocated	\$	229,306.22	\$	110,299.82	\$	119,006.40	51.90%
	Expense	\$	229,306.22	\$	110,299.82	\$	119,006.40	51.90%

627	MN DEED MIF						
47	Dept	\$	-	\$	6,307.52	\$	(6,307.52) 0.00%
	Expense	\$	-	\$	6,307.52	\$	(6,307.52) 0.00%
630	Sunshine Terrace						
46	Community Development	\$	569,216.79	\$	289,471.48	\$	279,745.31 49.15%
	Expense	\$	569,216.79	\$	289,471.48	\$	279,745.31 49.15%
633	Downpayment Assistance						
46	Community Development	\$	-	\$	26,100.00	\$	(26,100.00) 0.00%
	Expense	\$	-	\$	26,100.00	\$	(26,100.00) 0.00%
635	Town Square						
46	Community Development	\$	-	\$	185,392.05	\$	(185,392.05) 0.00%
	Expense	\$	-	\$	185,392.05	\$	(185,392.05) 0.00%
681	DeMers Professional Building						
46	Community Development	\$	-	\$	-	\$	- 0.00%
	Expense	\$	-	\$	-	\$	- 0.00%
682	Infill Building						
46	Community Development	\$	90,273.96	\$	32,411.69	\$	57,862.27 64.10%
	Expense	\$	90,273.96	\$	32,411.69	\$	57,862.27 64.10%
703	Central Equipment						
47	Other L-T Debt	\$	-	\$	800.00	\$	(800.00) 0.00%
	Expense	\$	-	\$	800.00	\$	(800.00) 0.00%
705	Benefit Accrual						
49	Unallocated	\$	-	\$	29,939.00	\$	(29,939.00) 0.00%
	Expense	\$	-	\$	29,939.00	\$	(29,939.00) 0.00%
849	Perpetual Care Cemetery						
49	Unallocated	\$	20,000.00	\$	-	\$	20,000.00 100.00%
	Expense	\$	20,000.00	\$	-	\$	20,000.00 100.00%
851	Campbell-Olson						
45	Dept	\$	-	\$	671.40	\$	(671.40) 0.00%
	Expense	\$	-	\$	671.40	\$	(671.40) 0.00%

General Ledger
Council Monthly Cash Report



City of East Grand Forks

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

User: kanderson
Printed: 09/01/23 10:20:05
Period 01 - 07
Fiscal Year 2023

<u>Fund</u>	<u>Description</u>	<u>Beg Bal</u>	<u>Debits</u>	<u>Credits</u>	<u>End Bal</u>
101	General	6,469,967.04	16,311,663.16	16,826,953.73	5,954,676.47
201	COVID	795,139.90	0.00	90,700.00	704,439.90
204	Community & Economic Growth	72,490.97	0.00	1,475.00	71,015.97
209	State Aid Street	389,800.74	183,804.37	960.00	572,645.11
210	Transit	-120,000.00	298,396.50	559,489.48	-381,092.98
212	Sales Tax Pool	399,743.93	0.00	0.00	399,743.93
214	Resurrection Cemetery	0.00	22,780.00	38,149.54	-15,369.54
215	Insect	279,501.38	27,686.17	1,954.74	305,232.81
217	Greenway Maint	4,848.73	57,735.65	0.00	62,584.38
222	PoliceForfeiture Fund	23,231.78	0.00	0.00	23,231.78
280	HousingLot Sale	59,859.93	187,174.37	192,140.36	54,893.94
400	Grants	235,108.46	59,971.54	79,846.81	215,233.19
401	Infrastructure Projects	944,793.64	108,810.62	0.00	1,053,604.26
405	Parks Grants	0.00	3,000.00	0.00	3,000.00
414	City AJ Projects	467,153.46	1,252.06	282,533.06	185,872.46
415	City Capital Projects	-283,748.71	152,280.02	288,340.81	-419,809.50
419	CP's 23rd St NW Construction	171,691.18	156,539.53	200,079.06	128,151.65
425	Building Improvements	64,101.40	355,023.01	146,474.59	272,649.82
434	Dwntwn CDBG Close 493496	18,262.58	795.00	5,677.50	13,380.08
527	04-01-04 Refunding '95 Bond	256,044.77	0.00	0.00	256,044.77
531	12-01-01 Improvement Bond	521,910.33	8,528.81	0.00	530,439.14
532	12-01-03 Improvement Bond	382,927.15	27,050.02	0.00	409,977.17
533	12-01-04 Improvement Bond	158,113.58	141,521.73	209,814.14	89,821.17
534	03-01-06 Improvement Bond	186,034.84	21,213.77	46,575.00	160,673.61
535	12-1-07 Improvement Bond	969,044.47	133,985.87	219,558.56	883,471.78
537	2012 Imp Bond	310,921.12	24,821.55	39,987.50	295,755.17
538	2015 Improvement Bond	108,947.11	62,222.61	153,150.00	18,019.72
539	2017 Improvement Bond	186,229.29	119,606.35	366,280.00	-60,444.36
601	Electric	17,384,282.77	19,853,659.97	19,584,587.31	17,653,355.43
602	Water	987,752.04	1,999,365.11	2,055,115.82	932,001.33
603	Refuse	358,164.06	665,570.68	629,903.35	393,831.39
605	Sewage	2,222,364.60	1,161,901.52	1,148,052.27	2,236,213.85
609	Storm Water	947,888.91	690,884.85	410,967.71	1,227,806.05
620	EDA General	0.00	16,820.05	121,349.67	-104,529.62
623	EDA TIF 1-2 E of BN Tri	371,350.29	12,290.55	0.00	383,640.84
625	EDA IRP Loan Subfund	286,533.97	34,811.41	0.00	321,345.38
626	MIF (DRLF-97-0003-V-FY98)	1,677,917.08	183,462.02	152,528.12	1,708,850.98

Fund	Description	Beg Bal	Debits	Credits	End Bal
627	MN DEED MIF	16,294.22	9,198.42	5,519.08	19,973.56
630	Sunshine Terrace	1,487,399.83	490,118.81	300,479.71	1,677,038.93
633	Downpayment Assistance	237,129.77	8,700.00	8,700.00	237,129.77
635	Town Square	185,392.05	0.00	185,392.05	0.00
681	DeMers Professional Building	73,034.68	0.00	0.00	73,034.68
682	Infill Building	474,590.64	45,886.25	32,105.73	488,371.16
703	Central Equipment	431,069.43	167,810.00	455,218.30	143,661.13
705	Benefit Accrual	672,699.58	0.00	29,939.00	642,760.58
849	Perpetual Care Cemetery	278,618.68	0.00	0.00	278,618.68
851	Campbell-Olson	80,978.23	0.00	671.40	80,306.83
852	Employee Flex Benefits	11,684.13	0.00	0.00	11,684.13

Request for Council Action

Date: September 19th, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council members Clarence Vetter, Ben Pokrzywinski, Tim Riopelle, Dale Helms, Mark Olstad, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Special Use Permit request for body art establishment for Joey Hamilton at 406 3rd St NW Ste 3

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the Special Use Permit to operate a body art establishment/tattoo parlor in the C-1 district, with the following conditions:

- 1) it meets the additional conditions required of the permit – one wash facility per three workstations and one wash facility for the customers
- 2) it holds a license from the MN Dept of Health for the business and each body art/tattoo artist and maintains the license when in operation.

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Joey Hamilton, applicant and Triumph Holdings LLC, property owner

REQUESTED ACTION: Applicant is requesting approval of a Special Use Permit to operate a body art establishment/tattoo parlor in the strip mall next to the Riverwalk Center.

SITE ZONING/LAND USE: C-1 Downtown Commercial is the current zoning.

SURROUNDING ZONING/LAND USE:

North: C-1 zoning, downtown businesses

West: C-1 zoning, parking lot

South: C-1 zoning, river restaurants

East: C-1 zoning, downtown businesses

GENERAL COMMENTS

Joey Hamilton is planning to operate a body art establishment called 50 Cal Tattoo in the strip mall next to the Riverwalk Center, owned by Triumph Holdings LLC. To open said business, the following two things must happen: 1) he needs to have his SUP approved; and 2) he must be licensed by the MN Department of Health to operate. I have listed the criteria for the special use permit process below and I am including the answers to the SUP from Mr. Hamilton. Since this is an existing building, most of the criteria should already be met. Health requirements, including licensing, insurance and wash facilities have been addressed and a site plan has been attached to this report.

SPECIAL USE PERMIT PROCESS

Within City Code is a section that lists “Criteria for Granting Special Use Permits”. This section states that the applicant must show that standards and criteria in Section 152.022 of the City Code will be satisfied. These standards and criteria shall include both general requirements for all special uses and, insofar as practicable, requirements specific to each designated special use. In granting a special use permit, the city council shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the planning commission and city council shall make the following findings where applicable:

1. The use will not create an excessive burden on public facilities and utilities, which serve or are proposed to serve the area.
2. The use will be sufficiently compatible with, or separated by sufficient distance from, or screened from adjacent land uses so that there will be no deterrence to the use or development of adjacent land and uses.
3. Each structure or improvement is so designed and constructed that it is not unsightly in appearance to the extent that it will hinder the orderly and harmonious development of the district wherein proposed.
4. The use is consistent with the purposes of Section 152, and the purposes of the zoning district in which the applicant intends to locate the proposed use.
5. The use is not in conflict with the East Grand Forks Land Use Plan.
6. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide sufficient on-site parking.
7. SPECIFIC TO TATTOO PARLORS: 1) Provide at least 1 separate wash facility for every 3 workstations; and 2) Provide at least 1 separate wash facility for customer use

In permitting a new special use permit or alteration upon review of an existing special use permit, the planning commission may recommend, and the city council may impose, in addition to these standards and requirements expressly specified by this Chapter, additional conditions which the planning commission or city council considers necessary to protect the interests of the surrounding area or the City as a whole.

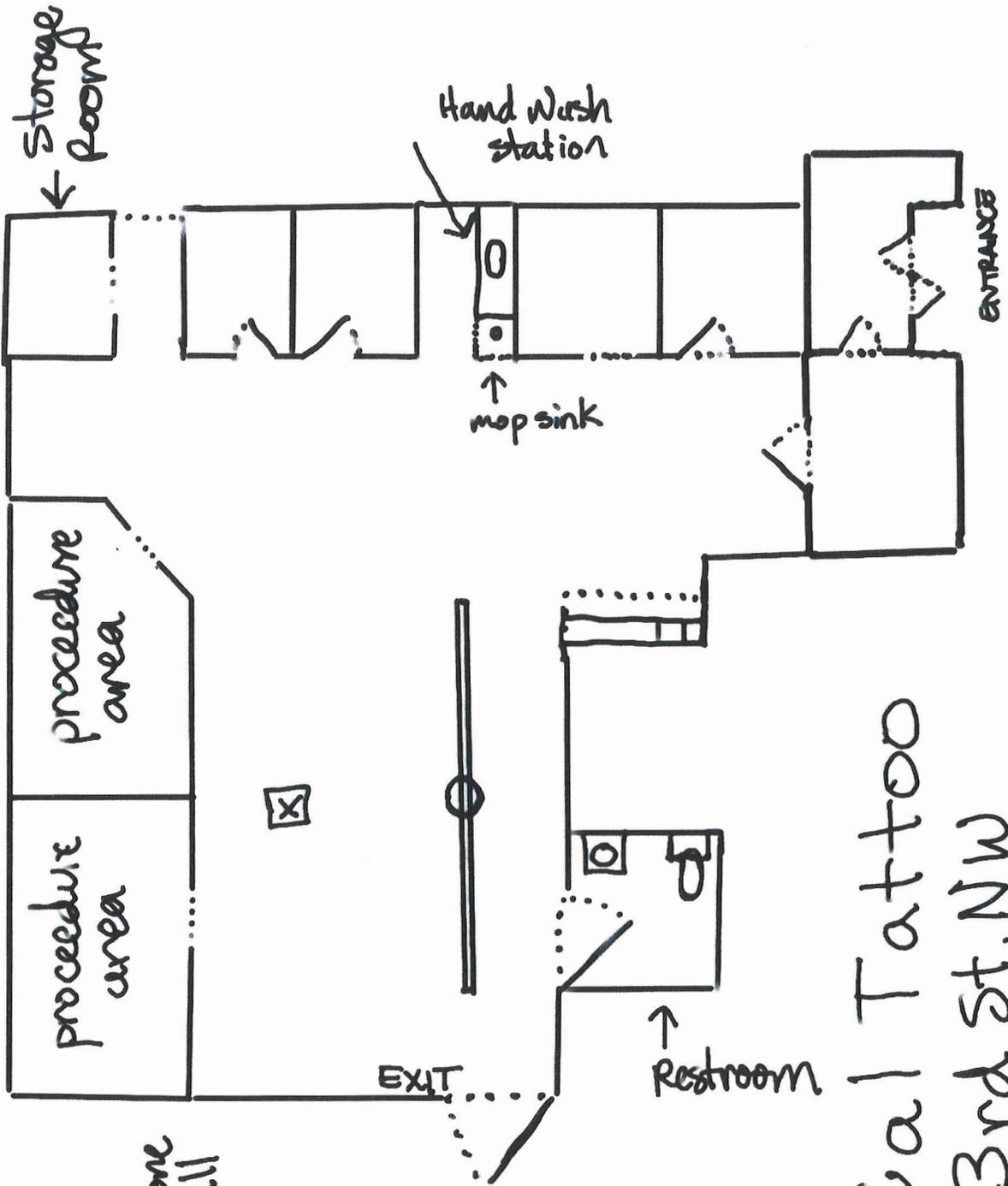
SITE PLAN COMMENTS

Since this site already exists and the use or utilities will not change significantly, I have not made specific site plan comments. The site plan for the space must meet the requirements of the Special Use Conditions for wash facilities, our building/zoning code, and the MN Dept of Health requirements.

STAFF RECOMMENDATION

Staff recommends approval of the Special Use Permit (SUP) to operate a body art establishment:

- 3) it meets the additional conditions required of the permit
- 4) it obtains a license from the MN Dept of Health.



☒ pillar

⊖ Stand alone
Divide Wall

50 Cal Tattoo
406 3rd St. NW

East Grand Forks, MN

56721

3rd St.

II. Complete Application Submittal Requirements:

Complete applications shall consist of the following site plan and narrative information, unless waived by the Planning Department following a pre application meeting. Information shall be provided in graphic and/or written formats as appropriate. Additional information or modifications may be required by Planning Staff, Planning Commission, or City Council, and additional information may be requested during the review process.

A.

Written explanation on how the proposed Special Use Permit will comply with each of the following standards:

1. The use will not create an excessive burden on public facilities and utilities,

which serve or are proposed to serve the area. There will be minimal People located in my shop at any given moment (10 max) no excess water.

2. The use will be sufficiently compatible with, or separated by sufficient distances Elect. from, or screened from adjacent land uses so that there will be no deterrence to the use or development of adjacent land and uses.

The shop is all within a pre-existing Building.

3. Each structure or improvement is so designed and constructed that it is not unsightly in appearance to the extent that it will hinder the orderly and harmonious development of the district wherein proposed.

The Signs (lightbox) will be tasteful and not be offensive or bazarr.

4. The use is consistent with the purposes of Chapter 10, and the purposes of the zoning district in which the applicant intends to locate the proposed use.

proposed use.

I Believe the use coincides with Chapter 10

5. The use is not in conflict with the East Grand Forks Land Use Plan.

There are no conflicting issues.

There are no conflicting issues.

6. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide sufficient on-site parking.

There will be no irregular traffic issues or Congested Roads etc. due to my Clientele parking

7. All buildings/structures must meet the intent or the State Building Code and/or fire codes.

They absolutely Do.

8. Documentation that describes the proposed Special Use Permit's potential effects or impacts on public facilities, utilities, and services, including, but limited to:

- (1) Streets.
- (2) Law enforcement.
- (3) Ambulance/ emergency services.
- (4) Fire protection.
- (5) City administration.
- (6) Schools.
- (7) Utilities.

There will be no special impact

RESOLUTION NO. 23 – 09 - 58

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

WHEREAS, the building permit fees have not changed since they were last reviewed in 2013; and

WHEREAS, after review of the fees a modest increase is being proposed to take affect January 1, 2024; and

NOW THEREFORE BE IT RESOLVED the City Council of East Grand Forks adopts the fees listed in Exhibit A and will take effect on January 1, 2024 and will remain in effect until superseded.

Voting Aye: Vetter, Pokrzywinski, Riopelle, Helms, Olstad, Larson, and Peterson.

Voting Nay: None.

The President declared the resolution passed:

Passed: August 1, 2023

ATTEST:

City Administrator

President of Council

I hereby approve the foregoing resolution this 1st day of August 2023.

Mayor

Exhibit A

East Grand Forks Building Inspections - One and Two Family Residences Effective January 2024

\$	9.00												
1-1000	\$ 45.00	\$	26,000	\$	270.00	\$	51,000	\$	500.00	\$	76,000	\$ 725.00	
\$	2,000	\$ 54.00	\$	27,000	\$	279.00	\$	52,000	\$	509.00	\$	77,000	\$ 734.00
\$	3,000	\$ 63.00	\$	28,000	\$	288.00	\$	53,000	\$	518.00	\$	78,000	\$ 743.00
\$	4,000	\$ 72.00	\$	29,000	\$	297.00	\$	54,000	\$	527.00	\$	79,000	\$ 752.00
\$	5,000	\$ 81.00	\$	30,000	\$	306.00	\$	55,000	\$	536.00	\$	80,000	\$ 761.00
\$	6,000	\$ 90.00	\$	31,000	\$	315.00	\$	56,000	\$	545.00	\$	81,000	\$ 770.00
\$	7,000	\$ 99.00	\$	32,000	\$	324.00	\$	57,000	\$	554.00	\$	82,000	\$ 779.00
\$	8,000	\$ 108.00	\$	33,000	\$	333.00	\$	58,000	\$	563.00	\$	83,000	\$ 788.00
\$	9,000	\$ 117.00	\$	34,000	\$	342.00	\$	59,000	\$	572.00	\$	84,000	\$ 797.00
\$	10,000	\$ 126.00	\$	35,000	\$	351.00	\$	60,000	\$	581.00	\$	85,000	\$ 806.00
\$	11,000	\$ 135.00	\$	36,000	\$	360.00	\$	61,000	\$	590.00	\$	86,000	\$ 815.00
\$	12,000	\$ 144.00	\$	37,000	\$	369.00	\$	62,000	\$	599.00	\$	87,000	\$ 824.00
\$	13,000	\$ 153.00	\$	38,000	\$	378.00	\$	63,000	\$	608.00	\$	88,000	\$ 833.00
\$	14,000	\$ 162.00	\$	39,000	\$	387.00	\$	64,000	\$	617.00	\$	89,000	\$ 842.00
\$	15,000	\$ 171.00	\$	40,000	\$	396.00	\$	65,000	\$	626.00	\$	90,000	\$ 851.00
\$	16,000	\$ 180.00	\$	41,000	\$	405.00	\$	66,000	\$	635.00	\$	91,000	\$ 860.00
\$	17,000	\$ 189.00	\$	42,000	\$	414.00	\$	67,000	\$	644.00	\$	92,000	\$ 869.00
\$	18,000	\$ 198.00	\$	43,000	\$	423.00	\$	68,000	\$	653.00	\$	93,000	\$ 878.00
\$	19,000	\$ 207.00	\$	44,000	\$	432.00	\$	69,000	\$	662.00	\$	94,000	\$ 887.00
\$	20,000	\$ 216.00	\$	45,000	\$	441.00	\$	70,000	\$	671.00	\$	95,000	\$ 896.00
\$	21,000	\$ 225.00	\$	46,000	\$	450.00	\$	71,000	\$	680.00	\$	96,000	\$ 905.00
\$	22,000	\$ 234.00	\$	47,000	\$	459.00	\$	72,000	\$	689.00	\$	97,000	\$ 914.00
\$	23,000	\$ 243.00	\$	48,000	\$	468.00	\$	73,000	\$	698.00	\$	98,000	\$ 923.00
\$	24,000	\$ 252.00	\$	49,000	\$	477.00	\$	74,000	\$	707.00	\$	99,000	\$ 932.00
\$	25,000	\$ 261.00	\$	50,000	\$	486.00	\$	75,000	\$	716.00	\$	100,000	\$ 941.00

\$101,000 and up +3.00 for each additional \$1000

Weighted BUILDING VALUATION DATA - 2015-2020

Group	Use	Construction Type								
		I-A	I-B	II-A	II-B	III-A	III-B	IV	V-A	V-B
A-1	Assembly, theaters with stage	\$232.62	\$224.82	\$219.36	\$210.30	\$197.80	\$192.08	\$203.53	\$180.85	\$174.12
	Assembly, theaters without stage	\$213.10	\$205.29	\$199.84	\$190.78	\$178.42	\$172.70	\$184.01	\$161.47	\$154.75
A-2	Assembly, nightclubs	\$181.64	\$176.46	\$171.82	\$164.98	\$155.42	\$151.13	\$159.18	\$140.76	\$135.99
	Assembly, restaurants, bars, banquet halls	\$180.64	\$175.46	\$169.82	\$163.98	\$153.42	\$150.13	\$158.18	\$138.76	\$134.99
A-3	Assembly, general, community hall, libraries	\$214.91	\$207.10	\$201.65	\$192.59	\$180.73	\$175.06	\$185.82	\$163.78	\$157.06
	Assembly, churches	\$179.68	\$171.87	\$165.42	\$157.36	\$144.10	\$139.39	\$150.59	\$127.16	\$121.44
A-4	Assembly, arenas	\$212.10	\$204.29	\$197.84	\$189.78	\$176.42	\$171.70	\$183.01	\$159.47	\$153.75
B	Business	\$186.04	\$179.21	\$173.37	\$164.79	\$150.38	\$144.74	\$158.35	\$132.05	\$126.25
E	Educational	\$197.75	\$190.86	\$185.48	\$177.14	\$165.20	\$156.73	\$171.04	\$144.35	\$139.94
F-1	Factory and industrial, moderate hazard	\$111.07	\$105.97	\$99.81	\$96.01	\$86.11	\$82.19	\$91.95	\$71.34	\$67.05
F-2	Factory and industrial, low hazard	\$110.07	\$104.97	\$99.81	\$95.01	\$86.11	\$81.19	\$90.95	\$71.34	\$66.05
H-1	High hazard, explosive	\$103.94	\$98.84	\$93.69	\$88.89	\$80.19	\$75.27	\$84.83	\$65.42	NP
H-2,3, & 4	High hazard	\$103.94	\$98.84	\$93.69	\$88.89	\$80.19	\$75.27	\$84.83	\$65.42	\$60.13
H-5	HPM	\$186.04	\$179.21	\$173.37	\$164.79	\$150.38	\$144.74	\$158.35	\$132.05	\$126.25
I-1	Institutional, supervised environment	\$185.29	\$178.76	\$173.62	\$165.86	\$153.04	\$148.89	\$165.91	\$137.28	\$132.94
I-2	Hospitals	\$312.76	\$305.93	\$300.09	\$291.51	\$276.12	NP	\$285.07	\$257.80	NP
	Nursing homes	\$216.77	\$209.94	\$204.10	\$195.53	\$182.10	NP	\$189.09	\$163.77	NP
I-3	Institutional, restrained	\$211.70	\$204.87	\$199.03	\$190.45	\$177.47	\$170.83	\$184.01	\$159.15	\$151.34
I-4	Institutional, day care facilities	\$185.29	\$178.76	\$173.62	\$165.86	\$153.04	\$148.89	\$165.91	\$137.28	\$132.94
M	Mercantile	\$135.36	\$130.18	\$124.54	\$118.70	\$108.72	\$105.43	\$112.90	\$94.05	\$90.28
R-1	Residential, hotels	\$186.95	\$180.42	\$175.28	\$167.51	\$154.70	\$150.55	\$167.56	\$138.94	\$134.61
R-2	Residential, multiple family	\$156.76	\$150.23	\$145.09	\$137.32	\$125.26	\$121.10	\$137.38	\$109.50	\$105.16
R-3	Residential, one and two family	\$146.90	\$142.88	\$139.30	\$135.66	\$130.71	\$127.28	\$133.38	\$122.31	\$115.11
R-4	Residential, care/assited living facilities	\$185.29	\$178.76	\$173.62	\$165.86	\$153.04	\$148.89	\$165.91	\$137.28	\$132.94
S-1	Storage, moderate hazard	\$102.94	\$97.84	\$91.69	\$87.89	\$78.19	\$74.27	\$83.83	\$63.42	\$59.13
S-2	Storage, low hazard	\$101.94	\$96.84	\$91.69	\$86.89	\$78.19	\$73.27	\$82.83	\$63.42	\$58.13
U	Utility, miscellaneous	\$79.64	\$75.15	\$70.51	\$66.96	\$60.39	\$56.41	\$63.92	\$47.62	\$45.36

Notes: a. Private garages use Utility, miscellaneous.
b. Unfinished basements (all use group) = \$15.50/sf
c. N.P. = not permitted

A - Types are sprinkled
B - Non Sprinkled

Average construction cost by Type of Construction	\$171.15	\$164.95	\$159.52	\$152.64	\$141.33	\$129.52	\$148.23	\$125.41	\$115.66
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RESOLUTION NO. 23 – 09 - 59

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2024 upon the taxable property within the said City, in accordance with truth-in-taxation and levy limit regulations, be set as follows:

General Operations	\$ 7,100,377
General, Unallotment Special Levy	0
Certificates of Indebtedness	0
Improvement Bonds 2017A	152,834
PERA-Employer Share Increase	72,875
TOTAL LEVY	\$7,326,086

BE IT FURTHER RESOLVED that the City Administrator/Clerk-Treasurer will certify said proposed tax levy to the County Auditor of Polk County.

BE IT FURTHER RESOLVED, That the meeting to discuss, allow citizen input, and possibly adopt the final budget will be held at **6:00 p.m. on Tuesday, December 5, 2023**, with a final hearing, if necessary, on **Tuesday, December 19, 2023**, at the same time.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: September 19th, 2023

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 19th day of September, 2023.

Mayor

**CITY OF EAST GRAND FORKS, MINNESOTA
GENERAL FUND
REVENUE AND EXPENDITURE SUMMARY
September 19, 2023**

	Actual 2021	Actual 2022	Budget 2023	Budget 2024	CHANGE OVER 2023 BUDGET	
					AMOUNT	%
REVENUES/SOURCES						
1 Property Tax Levy*	\$ 5,436,780	\$ 5,646,759	\$ 6,600,077	\$ 7,326,086	\$ 726,009	11.0%
2 Franchise & Other Taxes	1,517,165	1,702,729	1,550,691	1,567,683	\$ 16,992	1.1%
3 Licenses & Permits	104,258	107,019	105,775	107,775	\$ 2,000	1.9%
4 Intergovernmental	2,695,331	2,943,524	2,613,304	2,839,577	\$ 226,273	8.7%
5 Charges for Services	1,170,532	1,431,641	1,376,805	1,363,179	\$ (13,626)	-1.0%
6 Fines & Forfeits	141,115	80,311	118,000	118,000	\$ -	0.0%
7 Other Revenues	41,526	179,633	36,400	38,500	\$ 2,100	5.8%
8 Other Financing Sources	340,599	133,285	224,874	278,650	\$ 53,777	23.9%
9 Total Revenues/Other Sources	\$ 11,447,306	\$ 12,224,903	\$ 12,625,926	\$ 13,639,450	\$ 1,013,524	8.0%
10 Reserved Used/Excess	-	341,734	150,559		(150,559)	-100.0%
Total Available Resources	\$ 11,447,306	\$ 12,566,637	\$ 12,776,485	\$ 13,639,450	\$ 862,965	6.8%

EXPENDITURES/USES

Current:

11 General Government	\$ 1,463,003	\$ 1,617,419	\$ 1,548,882	\$ 1,543,747	\$ (5,135)	-0.3%
12 Police	3,049,982	3,115,653	3,554,602	3,610,482	\$ 55,880	1.6%
13 Fire	1,434,358	1,367,280	1,471,405	1,498,318	\$ 26,913	1.8%
14 Other Public Safety	224,713	188,590	202,304	204,159	\$ 1,855	0.9%
15 Public Works	1,417,411	1,696,823	1,708,001	1,766,374	\$ 58,373	3.4%
16 Recreation & Culture	1,837,593	1,931,265	2,158,312	2,166,346	\$ 8,034	0.4%
17 Community Development	77,694	45,526	65,000	78,650	\$ 13,650	21.0%
18 Library	558,976	651,803	760,466	767,682	\$ 7,215	0.9%
19 Senior Center	124,951	124,145	149,063	144,290	\$ (4,773)	-3.2%
20 Other Expenditures	315,668	381,572	425,009	427,009	\$ 2,000	0.5%
	10,504,350	11,120,077	12,043,044	12,207,056	\$ 164,013	1.4%

Capital Outlay & Other Uses:

21 General Government	-	-	-	-		
22 Police	93,361	71,491	85,000	219,000	\$ 134,000	157.6%
23 Fire	-	45,721	-	-	\$ -	0.0%
24 Public Works	52,602	15,295	-	-	\$ -	0.0%
25 Street Reconstruction	225,004	243,218	270,000	275,000	\$ 5,000	1.9%
26 Recreation & Culture	11,077	20,478	50,000	60,000	\$ 10,000	20.0%
27 Other Expenditures	297,016	130,107	194,874	235,000	\$ 40,127	20.6%
28 Debt Service	-	91,516	-	90,000	\$ 90,000	#DIV/0!
29 Other Financing Uses	219,810	828,734	352,598	442,578	\$ 89,980	25.5%
	898,870	1,446,560	952,471	1,321,578	\$ 369,106	38.8%
30	\$ 11,403,220	\$ 12,566,636	\$ 12,995,515	\$ 13,528,634	\$ 533,119	4.1%

Revenues/Sources Over (Under)
Expenditures and chg Fund Balance
Budgeted Fund Balance Reserve

\$ 44,086 \$ 0 \$ (219,030) \$ 110,816
457,456

Accounts Payable
Check Register Totals Only



City of East Grand Forks

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

User: mnelson
Printed: 9/15/2023 - 9:20 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41200	09/19/2023	ACM001	Acme Electric Companies	109.13	0
41201	09/19/2023	ADV007	Advanced Auto Parts	177.57	0
41202	09/19/2023	ADV001	Advanced Business Methods Inc	797.92	0
41203	09/19/2023	ALL011	Allstream	136.88	0
41204	09/19/2023	AME016	American Society of Composers/Auth	441.25	0
41205	09/19/2023	ANY001	Anytime Plumbing	208.70	0
41206	09/19/2023	AME005	Aramark Uniform Services	673.29	0
41207	09/19/2023	AUT001	Auto Glass & Aftermarket Inc	169.00	0
41208	09/19/2023	BER001	Bert's Truck Equipment	98.90	0
41209	09/19/2023	BRE016	Bryan Brenden	47.00	0
41210	09/19/2023	GFF001	Timothy Brooks	109.00	0
41211	09/19/2023	C&R001	C&R Cleaners & Laundry	225.10	0
41212	09/19/2023	ACC002	Adam Cariveau	56,235.00	0
41213	09/19/2023	CEN009	CentralSquare Company	15,497.86	0
41214	09/19/2023	CEN006	Century Link	24.94	0
41215	09/19/2023	CIN001	Cintas Corporation No. 2	137.77	0
41216	09/19/2023	EGF010	City of East Grand Forks	26,100.00	0
41217	09/19/2023	COL004	Coldspring Memorial	790.00	0
41218	09/19/2023	COL002	Cole Papers Inc	358.39	0
41219	09/19/2023	COP002	Copy Cat Printing	236.00	0
41220	09/19/2023	COU008	Countrywide Sanitation Company	19,877.75	0
41221	09/19/2023	CUS002	Custom Stripes Inc	644.00	0
41222	09/19/2023	DAK004	Dakota Supply Group	1,178.94	0
41223	09/19/2023	DAK006	Dakota TV & Appliance	1,469.90	0
41224	09/19/2023	DEP002	Dept of Public Safety/FAS	237.18	0
41225	09/19/2023	EAG001	Eagle Electric	476.66	0
41226	09/19/2023	EAS004	East Side Auto Center	37.99	0
41227	09/19/2023	FOR005	Forum Communications Company	1,950.00	0
41228	09/19/2023	GAL003	Galstad Jensen & McCann PA	27,005.30	0
41229	09/19/2023	GAL006	Galstad Jensen McCann PA Trust Acct	49,000.00	0
41230	09/19/2023	GLO003	Global Safety Network, Inc.	126.36	0
41231	09/19/2023	GRE002	Greg's Lawn Care	1,307.58	0
41232	09/19/2023	REY001	Harbott Knutson Larson & Holten PLI	42.00	0
41233	09/19/2023	INT006	Interstate Power Systems	234.06	0
41234	09/19/2023	JET003	Jetline Sales & Service	1,740.00	0
41235	09/19/2023	JOH026	Johnson Controls	1,198.85	0
41236	09/19/2023	JET002	Johnson Jet-Line	3,571.25	0
41237	09/19/2023	KEI001	Keith's Security World	408.22	0
41238	09/19/2023	KEN002	Kennedy & Graven, Chartered	322.00	0
41239	09/19/2023	KIE001	Kiesler Police Supply, Inc.	12,570.61	0
41240	09/19/2023	LLE001	L&L Excavating, LLC	2,610.00	0
41241	09/19/2023	LEA001	League of MN Cities, Finance Dept	10,159.00	0
41242	09/19/2023	HAR081	Local Ace	67.08	0
41243	09/19/2023	HAR087	Local Ace	54.57	0
41244	09/19/2023	HAR089	Local Ace	4.99	0
41245	09/19/2023	HAR090	Local Ace	89.96	0
41246	09/19/2023	LOC001	Locators & Supplies Inc	501.82	0
41247	09/19/2023	M&W001	M&W Services	225.00	0
41248	09/19/2023	MAR008	Marshall and Polk Rural Water System	9.00	0
41249	09/19/2023	MPO001	Metropolitan Planning Organization	13,457.55	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41250	09/19/2023	MNH001	MHSRC/Range	510.00	0
41251	09/19/2023	VAL006	Midstates Valuation LLC	3,500.00	0
41252	09/19/2023	MMA001	MN Mayors Association	30.00	0
41253	09/19/2023	MNM002	MN Municipal Utilities Assoc	37.50	0
41254	09/19/2023	COM002	Morgan Printing	30.00	0
41255	09/19/2023	MTI001	MTI Distributing Company	139.20	0
41256	09/19/2023	NEL101	Nelson Auto	4.36	0
41257	09/19/2023	NOR023	Norlab, Inc	286.00	0
41258	09/19/2023	NOR024	Northland Yard Service	300.00	0
41259	09/19/2023	ORE001	O'Reilly Automotive, Inc.	161.99	0
41260	09/19/2023	OFF002	ODP Business Solutions, LLC	231.02	0
41261	09/19/2023	OPP001	Gregory T Opp	30,015.00	0
41262	09/19/2023	EXP002	Page 1 Publications, Inc.	231.95	0
41263	09/19/2023	PET001	Peterson Veterinary Clinic P.C.	489.00	0
41264	09/19/2023	PKM001	PKM Electric Cooperative, Inc	1,004.12	0
41265	09/19/2023	PLA001	Play by Design	428.00	0
41266	09/19/2023	PRE001	Premium Waters Inc	32.39	0
41267	09/19/2023	RAI001	Railroad Mgmt Co III LLC	2,067.89	0
41268	09/19/2023	RED008	Red Wing Shoe Store	277.99	0
41269	09/19/2023	REN002	Marcie Rendon	2,045.00	0
41270	09/19/2023	SAN0001	Jim Sandbeck	2,912.39	0
41271	09/19/2023	SAN005	Sanford Health OccMed	263.00	0
41272	09/19/2023	SIM023	SimplyMaid, Inc	316.25	0
41273	09/19/2023	MIK001	SJA Thunder Corp	866.34	0
41274	09/19/2023	SRF001	SRF Consulting Group Inc	3,016.20	0
41275	09/19/2023	STE001	Stennes Granite	379.00	0
41276	09/19/2023	STU001	Stuart's Towing	200.00	0
41277	09/19/2023	TER002	Tery's Tree Service	2,500.00	0
41278	09/19/2023	THU002	Thur-O-Clean	1,280.45	0
41279	09/19/2023	USB005	US Bank Corporate Payment System	80,830.65	0
41280	09/19/2023	VER001	Verizon Wireless	1,048.20	0
41281	09/19/2023	VIL001	Vilandre Heating & A/C	5,000.00	0
41282	09/19/2023	WAT001	Water & Light Department	57,845.78	0
41283	09/19/2023	WID001	Widseth Smith Nolting & Associates	42,665.75	0
41284	09/19/2023	WIL002	Wilbur-Ellis Company LLC	4,816.50	0
41285	09/19/2023	XCE001	Xcel Energy	5,527.78	0
				<hr/> <hr/>	
				Check Total:	504,441.02
				<hr/> <hr/>	