

**AGENDA
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 7, 2023 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

SWEARING IN OF OFFICER RICHTER:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of October 17, 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.

2. Consider approving the Exempt Gambling Permit Application for the Knights of Columbus 5341 to hold a raffle on June 24, 2024 at the Sacred Heart Catholic Church located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
3. Consider approving the Fireworks/Pyrotechnic Permit Application to allow fireworks for the Hollydazzle event on November 19, 2023 from approximately 6:30pm to 7:10pm.
4. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Home Run Club to hold a raffle on December 15, 2023 at the Spud Jr located at 302 Demers Ave East Grand Forks, MN 56721 and waive the 30-day waiting period.

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.

5. Consider adopting Resolution No. 23-11-68 authorizing the City Administrator/Clerk Treasurer to certify the listed accounts for delinquent utilities to the County Auditor for collection with the 2024 real estate taxes.
6. Consider adopting Resolution No. 23-11-70 authorizing the City Administrator/Clerk-Treasurer to certify the listed account for mowing to the County Auditor for collection with the 2024 real estate taxes.
7. Consider adopting Resolution No. 23-11-71 authorizing the interest amount of \$0.82 from special assessments to be waived in 2024 for the property owned by the Department of Natural Resources.
8. Consider approving the Exempt Gambling Permit Application for Sacred Heart to hold a raffle on January 11, 2024 at the Sacred Heart Church and School located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.

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

9. Regular meeting minutes of the Water, Light, Power, and Building Commission for October 4, 2023 and October 18, 2023.
10. City Financial Statements as of September 30, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

11. Consider authorizing the Fire Chief to sign a non-binding agreement with The Compliance Engine to provide services.
12. Consider approving Addendum 4 for the Special Operations Joint Powers Agreement adding a member to the Special Operations Group from Norman County.
13. Consider adopting Resolution No. 23-11-67 granting Border City Development Zone tax credits pursuant to a Business Subsidy Agreement between the City of East Grand Forks and Delisle Properties LLC.
14. Consider adopting Resolution No. 23-11-69 entering into Agreement 1053535 between the City and the Minnesota Department of Transportation for the signal system replacement project scheduled to take place at the 2nd Street NW and 4th Street NW intersections.
15. Consider approving the Facility Use Agreement between the City of East Grand Forks and the FORX Builders Association for use of the Civic Center for the 2024 Home Design and Garden Show.

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.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meeting

Work Session – Tuesday, November 14, 2023 – Training Room – 5:00 PM
Council Meeting – Tuesday, November 21, 2023 – Council Chambers – 5:00 PM
Work Session – Tuesday, November 28, 2023 – Training Room – 5:00 PM
Council Meeting – Tuesday, December 5, 2023 – Council Chambers – 6:00 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 MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 17, 2023 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, October 17, 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, Brian Larson, and Karen Peterson.

Staff Present: Karla Anderson, Finance Director; Steve Emery, City Engineer; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

SWEARING IN OF OFFICER HESSE:

Chief Hedlund introduced Officer Alec Hesse, stated how he had completed his field training, and was now patrolling on his own. He explained there would be two oaths, the first being the oath of office, and the second being the oath of honor. He then swore in Officer Hesse which was followed by applause.

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 October 3, 2023.
2. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of October 3, 2023.

- 3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 10, 2023.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ITEMS ONE (1) THROUGH THREE (3).

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.
Voting Nay: None.
Absent: Helms.

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 Northern Lights Figure Skating Club to hold a raffle on January 1, 2024 at the VFW Memorial Arena located at 711 3rd St SE East Grand Forks, MN 56721 and waive the 30-day waiting period.
- 5. Consider adopting Resolution 23-10-64 authorizing the transfer of the funds in the 681 Demers Professional Fund to the General Fund to be utilized in the 2024 budget.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS FOUR (4) AND FIVE (5).

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.
Voting Nay: None.
Absent: Helms.

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

- 6. Regular meeting minutes of the Water, Light, Power, and Building Commission for September 20, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS:

- 7. Consider adopting Ordinance No. 40, 4th Series to enact Chapter 119 in City Code Title XI Business Regulations concerning licensing and regulation of commercial pedal car and to amend City Code sections relating to alcohol consumption on multi-passenger bicycles and by adopting by reference City Code Chapter 1 and Section 10.99 which among other things contain penalty provisions. (2nd Reading)

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT ORDINANCE NO. 40, 4TH SERIES TO ENACT CHAPTER 119 IN CITY CODE TITLE XI BUSINESS REGULATIONS CONCERNING LICENSING AND REGULATION OF COMMERCIAL PEDAL CAR AND TO AMEND CITY CODE SECTIONS RELATING TO ALCOHOL CONSUMPTION ON MULTI-PASSENGER BICYCLES AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH AMONG OTHER THINGS CONTAIN PENALTY PROVISIONS. (2ND READING)

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

Voting Nay: None.

Absent: Helms.

NEW BUSINESS:

- 8. Consider adopting Resolution No. 23-10-65 setting the fees for the licensing for pedal pub businesses, drivers, and vehicles.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADOPT RESOLUTION NO. 23-10-65 SETTING THE FEES FOR THE LICENSING FOR PEDAL PUB BUSINESSES, DRIVERS, AND VEHICLES.

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

Voting Nay: None.

Absent: Helms.

- 9. Consider approving the ordinance summary for Ordinance No. 40, 4th Series to be used for publication in place of the full ordinance.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE ORDINANCE SUMMARY FOR ORDINANCE NO. 40, 4TH SERIES TO BE USED FOR PUBLICATION IN PLACE OF THE FULL ORDINANCE.

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

Voting Nay: None.

Absent: Helms.

- 10. Consider approving the proposal and contract agreement from Roof Spec Inc doing business as RSI Building Envelope to prepare plans and specifications, assist through the bidding process, and perform construction administration and quality assurance of the City Hall roof project.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE PROPOSAL AND CONTRACT AGREEMENT FROM ROOF SPEC INC DOING BUSINESS AS RSI BUILDING ENVELOPE TO PREPARE PLANS AND SPECIFICATIONS, ASSIST THROUGH THE BIDDING PROCESS, AND PERFORM CONSTRUCTION ADMINISTRATION AND QUALITY ASSURANCE OF THE CITY HALL ROOF PROJECT.

Mr. Huttunen informed the Council the agreement had been reviewed by Mr. Galstad who suggested changes to the limited liability portion of the agreement, that would be negotiated, and then the agreements would be signed.

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

Voting Nay: None.

Absent: Helms.

11. Consider authorizing the Mayor to propose a limited reconstruction of 5th Ave NW and 20th St NW to the property owners affected by the project and begin the special assessment process at which time a petition is received by at least 35% of those property owners affected by the project.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER RIOPELLE, TO AUTHORIZE THE MAYOR TO PROPOSE A LIMITED RECONSTRUCTION OF 5TH AVE NW AND 20TH ST NW TO THE PROPERTY OWNERS AFFECTED BY THE PROJECT AND BEGIN THE SPECIAL ASSESSMENT PROCESS AT WHICH TIME A PETITION IS RECEIVED BY AT LEAST 35% OF THOSE PROPERTY OWNERS AFFECTED BY THE PROJECT.

Mayor Gander asked for guidance from the Council and said no projects requiring special assessments had been completed on these roads since 1987. He reviewed major patching had been done over the years, no one was proud of the condition of the street, and there was a strong recommendation for a full reconstruction of the street with ADA improvements. He stated the Water and Light Department had agreed to help pay for sidewalk when completing a watermain replacement but most people still had \$30,000 in special assessments with many saying they would object to the project. He explained they took a step back to look for possible additional funding to help bring down costs, no additional funding was available even with all the current programs that were available, and there was no interest in changing the street assessment policy.

Mayor Gander stated that would leave one option which was to do nothing but that was not a good option. He said the only option was to move forward with a partial reconstruction and he had Mr. Emery put information together on what the project would be or include. He listed what would be replaced which included failed curb and gutter, failed storm sewer catch basins, replace sanitary manhole covers, replace driveway aprons tied to failed curb and gutter, replace or remove sections of sidewalk tied to failed curb and gutter, and repair sections of the street with an overlay, mill and overlay, or complete replacement based on the condition. He reviewed the estimated costs, what costs would be covered by enterprise funds, and what would be assessed to the property owners. He said he would like to make the neighborhood aware of the option, the Council could consider covering a portion of the failed curb and gutter, and if the Council would consider a partial reconstruction if a petition was received by at least 35% of the property owners. He commented this would be a 10-to-15-year solution and then something else would need to be done. He asked for feedback.

Council member Larson said he was confused about the discussion because there were no property owners to speak on the issue, so he was not comfortable moving forward with the process. Mayor Gander said limited reconstruction was ambiguous and getting out the information would give the property owners an idea of what the project would be. Council member Larson said he would be happy to discuss the project

but there was no one there to provide input, he was worried about spending more on engineering, and did not support tabling this item. Council Vice-President Riopelle stated he had talked with some of the property owners, and they were not interested in a limited reconstruction project, there was no additional funding, and the project costs would only be increasing overtime. He added that no one was asking to have the limited reconstruction project done. Discussion followed about the information being put out at a public meeting, the request would need to come from the neighborhood to move forward, how the special assessment process could be initiated by the Council or by property owners, and what the special assessment process was. Mayor Gander commented how limited reconstruction could be used in other areas in the city as well. Council member Pokrzywinski said there were engineering costs every time for a proposed project and it was not fair to have everyone else pay those costs so he would like to see the residents move the process forward. Mr. Emery reviewed the special assessment process, how they follow the State Statutes, and he did not want to duplicate the effort. Mayor Gander said they would also need to consider what to do with the sidewalks and if they should be removed or replaced.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER RIOPELLE, MOVED TO TABLE THIS ITEM.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.
Voting Nay: None.
Absent: Helms.

12. Consider adopting Resolution 23-10-66 formally requesting a total of \$7.016 Million be included in the 2024 Bonding Bill with \$4.637 Million of that being appropriated to the Civic Center Sports Complex site, and \$2.379 Million of that being appropriated to the VFW Memorial Arena project site.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADOPT RESOLUTION 23-10-66 FORMALLY REQUESTING A TOTAL OF \$7.016 MILLION BE INCLUDED IN THE 2024 BONDING BILL WITH \$4.637 MILLION OF THAT BEING APPROPRIATED TO THE CIVIC CENTER SPORTS COMPLEX SITE, AND \$2.379 MILLION OF THAT BEING APPROPRIATED TO THE VFW MEMORIAL ARENA PROJECT SITE.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.
Voting Nay: None.
Absent: Helms.

CLAIMS:

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

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

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

Voting Nay: None.
Absent: Helms.

COUNCIL/STAFF REPORTS:

Mayor Gander thanked everyone for the work done on the street project and reminded everyone that the honor flight was returning to the Grand Forks Airport. He invited all to attend the welcome home for the veterans that did not get a homecoming years ago. He added they should arrive around 7pm.

Council President Olstad reminded everyone about the upcoming State of the College event taking place and the open house at the Food Bank starting at 4pm both taking place on Thursday, October 19th.

Mr. Huttunen reminded everyone about the upcoming strategic meeting that would be taking place on October 26th from 12pm to 5pm and to join for the portion of time they were able if they were not able to attend the full session.

Mr. Emery said 5th Avenue NE had opened back up and Demers Avenue would be opening up on Wednesday or Thursday because they had to finish landscaping and striping. He thanked everyone for their patience while the project was being completed.

Mr. Stordahl informed everyone the road to Public Works would be shut down for a road and sanitary sewer project and there would be a detour set up with people being able to enter through the east entrance.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE OCTOBER 17, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:44 P.M.

Voting Aye: Olstad, Larson, Peterson, Vetter, Pokrzywinski, and Riopelle.
Voting Nay: None.
Absent: Helms.

Megan Nelson, City Clerk

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus 5341 - Christ the King
Previous Gambling Permit Number: X- 05802-17-009
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 23-7543213
Mailing Address: 200 3rd St NW
City: East Grand Forks State: MN Zip: 56721 County: Polk
Name of Chief Executive Officer (CEO): Brian Wavra
CEO Daytime Phone: 218-773-3083 CEO Email: bkkwavra@gmail.com
Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[checked] Fraternal [] Religious [] Veterans [] Other Nonprofit Organization

Attach a copy of 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.)
[] A current calendar year Certificate of Good Standing
[checked] IRS income tax exemption (501(c)) letter in your organization's name
[checked] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Sacred Heart Catholic Church
Physical Address (do not use P.O. box): 200 3rd St NW
Check one:
[checked] City: East Grand Forks Zip: 56721 County: POLK
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): June 24, 2024

Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [checked] Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: Brian Wavra

REQUIREMENTS

- Complete a separate application for:**
- all gambling conducted on two or more consecutive days; or
 - all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

- Mail application with:**
- _____ a copy of your proof of nonprofit status; and
 - _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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 Depart-

ment 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.

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



City of East Grand Forks

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

APPLICATION FOR FIREWORKS/PYROTECHNIC SPECIAL EFFECTS PERMIT

License Fee: _____

Applicant Information (Sponsoring Organization)

_____		_____	
<i>Applicant Name</i>		<i>Phone Number</i>	
_____		_____	_____
<i>Applicant Address</i>		<i>City</i>	<i>State</i> <i>Zip</i>
_____		_____	
<i>Federal Tax ID #</i>		<i>MN Tax ID #</i>	

Authorized Agent Information

_____		_____	
<i>Authorized Agent Name</i>		<i>Phone Number</i>	
_____		_____	_____
<i>Business Address</i>		<i>City</i>	<i>State</i> <i>Zip</i>

Fireworks/Pyrotechnic Special Effects Information

_____	_____	_____
<i>Date of Event</i>	<i>Start Time</i>	<i>End Time</i>

<i>Location of Event</i>		

<i>Manner and place of storage of fireworks/pyrotechnic special effects prior to display:</i>		

<i>Type & number of fireworks/pyrotechnic special effects to be discharged:</i>		

Minnesota state law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

_____		_____	
<i>Name of supervising operator:</i>		<i>Certificate No:</i>	
_____		_____	_____
<i>Corporate Address</i>		<i>City</i>	<i>State</i> <i>Zip</i>

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

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



Signature of Applicant (or agent)

Date

Print Name

Title

Required Attachments
<p>The following items need to be completed and/or attached in order for the application to be processed:</p> <ul style="list-style-type: none"> * Proof of a bond or certificate of insurance in amount of at least \$_____. *A diagram of the ground, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display. *Names and ages of all assistants that will be participating in the display.

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

Signature of fire chief/county sheriff: _____

Date:

Signature of issuing authority: _____

Date:

Internal Use Only
<p>The following items need to be completed and/or attached in order for the application to be processed:</p> <ul style="list-style-type: none"> *Application fee paid in full: <input type="checkbox"/> yes <input type="checkbox"/> no Payment Type: <input type="checkbox"/> cash <input type="checkbox"/> check # _____ Receipt # _____ *Application completed in full and signed with required attachments: <input type="checkbox"/> yes <input type="checkbox"/> no *Fire Chief: <input type="checkbox"/> approved <input type="checkbox"/> denied <p>Notes: _____</p> <p>Fire Chief Signature: _____ Date: _____</p> <p>*Approved <input type="checkbox"/> yes <input type="checkbox"/> no License Number _____</p>

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

Proof of Workers' Compensation Insurance Coverage

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

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

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

Insurance Company Name: _____
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

(Or)

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

() I have no employees covered by the law.

() Other (specify)

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



Signature

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
 Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: EAST GRAND FORKS HOME RUN CLUB Previous Gambling Permit Number: X-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: 218-779-7780 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): EGFHOMERUNCLUB@YAHOO.COM

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of 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.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): SPUD JR

Physical Address (do not use P.O. box): 302 DEMERS AVE

Check one:
 City: EAST GRAND FORKS Zip: 56721 County: POLK
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): Dec 15 2023

Check each type of gambling activity that your organization will conduct:

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Deane Stinar Date: 11/1/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: DEANE STINAR

REQUIREMENTS **MAIL APPLICATION AND ATTACHMENTS**

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

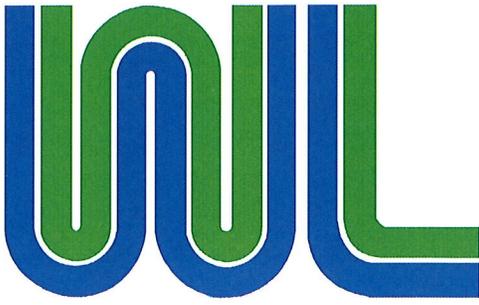
_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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.



East Grand Forks Water & Light Department

#5

Business Office • PO Box 322
600 Demers Ave. NW • East Grand Forks, MN 56721

Your Hometown Utility Since 1909

November 1, 2023

Mr. Reid Huttunen
City Administrator
PO Box 373
East Grand Forks, MN 56721

Dear Mr. Huttunen:

Please turn the following accounts over for tax collection:

-Dave & Julie Hendrickson	901 Rhinehart Dr SE	\$723.52
-Eileen Nelson	607 11 th St NW	\$398.15
c/o Kimberly Nelson		

Please contact our office if you have any questions concerning the above.

Sincerely,

Keith Mykleseth
General Manager

General
Manager
Keith Mykleseth
218-773-1163

Secretary of
Commission
Kristen Shipes
218-773-1163

Distribution
Superintendent
Todd Grabanski
218-773-0515

Water Plant
Superintendent
Brian Johnson
218-773-1511

RESOLUTION NO. 23 – 11 - 68

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

WHEREAS, the City Water and Light Department has extended services to owners of property within the community; and

WHEREAS, there are accounts that are delinquent in payment for said services; and

WHEREAS, the Water and Light Department can request the City to pass a resolution and extend the delinquent account to the County Auditor for placement on the tax rolls which are collected by the County Treasurer; and

NOW THEREFORE BE IT RESOLVED, that the City Council of East Grand Forks, Minnesota, authorizes the City Administrator per City Code Title V, Section 50.27, Paragraph B, to certify the following delinquent accounts to the County Auditor for collection with the 2024 Real Estate Taxes:

<u>Name of Property Owner</u>	<u>Address</u>	<u>Delinquent Amount</u>
Dave & Julie Hendrickson	901 Rhinehart Dr SE	\$723.52
Eileen Nelson c/o Kimberly Nelson	607 11 th St NW	\$398.15

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 7, 2023

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of November, 2023.

Mayor

RESOLUTION NO. 23 – 11 - 70

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

WHEREAS, the following listed property did not comply with City grass control regulations; and

WHEREAS, the City hired said property to be mowed and brought back into compliance after due notice was given; and

NOW THEREFORE BE IT RESOLVED that the City Council hereby orders that the following costs, with interest charged at 10% per year beginning on January 1, 2024, for mowing grass on the respective properties be certified to the County Auditor for collection with the 2024 real estate taxes:

<u>Parcel #</u>	<u>Legal Description of Property</u>	<u>Original Cost</u>	<u>Cost with Interest</u>
83.03314.00	Brenna Addition Lot 11 Block 1	\$225.00	\$247.50

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: November 7, 2023

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of November, 2023.

Mayor

Request for Council Action

Date: 11/03/23

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: Administration Office

RE: Waiving Interest on DNR Special Assessments

Background:

Starting in 2015 the City started a three-year street maintenance project. There are five parcels owned by the MN Department of Natural Resources (MN DNR) that were affected by these projects. Per State Statute 435.19 Subd 2 State property can be assessed by a local government but if no funds are available they will need to make a request for it to be included in the next budget cycle. It also states the department or agency shall be bound by the determination of the governing body and may pay from available funds or recommend payment in such lesser amount as it determines is the measure of the benefit received by the land from the improvement.

Also according to the League of MN Cities Special Assessment Handbook State-owned land such as state parks and recreational land may be notified of the amount but cannot be required to pay special assessments although they may agree to do so.

As of now, the MN DNR has paid the principal amount each year for the special assessments. Polk County has requested that each year the City adopt a resolution waiving the interest amount of the special assessments. The projects will be paid for in 2024.

Recommendation:

Staff recommends the adoption of the resolution waiving the interest for 2024 that totals \$0.82 in order to keep collecting on the overall principal amount of \$33,122.00.

Enclosures:

Resolution No. 23-11-71

RESOLUTION NO. 23 – 11- 71

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

WHEREAS, the City of East Grand Forks planned out a three year street improvement project to improve all of the asphalt streets in the city which started in 2015; and

WHEREAS, all affected properties which did include Minnesota Department of Natural Resource (DNR) property, were assessed based on the front and end benefit per the year the project was completed; and

WHEREAS, State properties such as park and recreational lands are not required to pay special assessments although they may agree to do so; and

WHEREAS, the DNR will be paying the principal amounts in 2024 for the one parcel they own that was affected by the project; and

WHEREAS, the Council will accept the principal payments and forgive the interest amount in order to collect the full amount \$33,122.00 for the project; and

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council hereby authorizes the interest amount of \$0.82 to be waived in 2024 for the one DNR parcel and to only collect the principal amount until the special assessment amount has been paid in full.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 7, 2023

Attest:

City Administrator/Clerk-Treasurer

Council President

I hereby approve the foregoing resolution this 7th day of November, 2023.

Mayor

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Sacred Heart Catholic Community Previous Gambling Permit Number: X- X 60010

Minnesota Tax ID Number, if any: 41-0773774 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 200 3rd St. NW

City: East Grand Forks State: MN Zip: 56721 County: Polk

Name of Chief Executive Officer (CEO): Father Matt Schmitz

CEO Daytime Phone: 218-773-0877 CEO Email: mschmitz@sacredheartegf.net
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of 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.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Sacred Heart Church & School

Physical Address (do not use P.O. box): 200 3rd St. NW

Check one:

City: East Grand Forks Zip: 56721 County: Polk

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 01/11/24

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

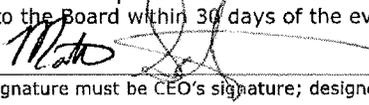
LG220 Application for Exempt Permit

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><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <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><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</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 exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. 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. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 11/1/2023

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

Print Name: Father Matt Schmitz

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</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.

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

An equal opportunity employer

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on October 4, 2023, at 8:00 am in the City Council Chambers.

Present: Quirk, Grinde, Beauchamp

Absent: Riopelle

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

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve the minutes of the previous regular meeting held on September 20, 2023.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Grinde to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$542,564.38.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve providing complimentary power for the Holly Dazzle Event on November 19, 2023 by using the plug in by the downtown fountain as requested by the Downtown Development Association.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve the Chemical and Guaranteed Cost Contract bid specifications and advertise for bids, with a bid opening date of November 14, 2023 at 10am.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to adjourn at 8:19 am to the next regular meeting on October 18, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

Kristen Shipes
Commission Secretary

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on October 18, 2023, at 8:00 am in the City Council Chambers.

Present: Quirk, Grinde, Beauchamp

Absent: Riopelle

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

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve the minutes of the previous regular meeting held on October 4, 2023.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,674,592.76.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve the DSC to auction off the 1998 Ditch Witch 5110 Trencher with trailer.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to adjourn at 8:15 am to the next regular meeting on November 1, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Quirk, Grinde, Beauchamp

Voting Nay: None

Kristen Shipes
Commission Secretary

General Ledger

As of September 30, 2023

Council Monthly Rev Budgt Report

User: kanderson
 Printed: 11/02/23 13:28:01
 Period 01 - 09
 Fiscal Year 2023

Fund Description	2023 Budget	Amt collected as of Sept 30	Remaining Balance	% left to collect
101 General				
31 Taxes	\$ 8,150,768.41	\$ 4,007,295.32	\$ 4,143,473.09	50.84%
32 Licenses & Permits	\$ 105,775.00	\$ 115,399.47	\$ (9,624.47)	-9.10%
33 Intergovernmental	\$ 2,613,304.00	\$ 1,429,204.03	\$ 1,184,099.97	45.31%
34 Charges for Services	\$ 1,376,805.00	\$ 924,523.82	\$ 452,281.18	32.85%
35 Fines & Forfeitures	\$ 118,000.00	\$ 140,667.80	\$ (22,667.80)	-19.21%
36 Special Assessment/Misc Rev	\$ 36,400.00	\$ 288,536.41	\$ (252,136.41)	-692.68%
39 Other Financing Sources	\$ 224,873.50	\$ -	\$ 224,873.50	100.00%
Revenue	\$ 12,625,925.91	\$ 6,905,626.85	\$ 5,720,299.06	45.31%
209 State Aid Street				
33 Intergovernmental	\$ 190,000.00	\$ 183,804.37	\$ 6,195.63	3.26%
Revenue	\$ 190,000.00	\$ 183,804.37	\$ 6,195.63	3.26%
210 Transit				
33 Intergovernmental	\$ 708,315.00	\$ 620,876.25	\$ 87,438.75	12.34%
36 Special Assessment/Misc Rev	\$ -	\$ 909.00	\$ (909.00)	0.00%
39 Other Financing Sources	\$ 105,287.30	\$ -	\$ 105,287.30	100.00%
Revenue	\$ 813,602.30	\$ 621,785.25	\$ 191,817.05	23.58%
214 Resurrection Cemetery				
34 Charges for Services	\$ 40,500.00	\$ 30,505.00	\$ 9,995.00	24.68%
39 Other Financing Sources	\$ 41,551.54	\$ -	\$ 41,551.54	100.00%
Revenue	\$ 82,051.54	\$ 30,505.00	\$ 51,546.54	62.82%
215 Insect				
34 Charges for Services	\$ 47,800.00	\$ 35,747.65	\$ 12,052.35	25.21%
Revenue	\$ 47,800.00	\$ 35,747.65	\$ 12,052.35	25.21%
217 Greenway Maint				
34 Charges for Services	\$ 99,000.00	\$ 75,069.82	\$ 23,930.18	24.17%
Revenue	\$ 99,000.00	\$ 75,069.82	\$ 23,930.18	24.17%
280 Housing/Lot Sale				
36 Special Assessment/Misc Rev	\$ 52,000.00	\$ 177,047.06	\$ (125,047.06)	-240.48%
39 Other Financing Sources	\$ -	\$ -	\$ -	0.00%
Revenue	\$ 52,000.00	\$ 177,047.06	\$ (125,047.06)	-240.48%
400 Grants				
33 Intergovernmental	\$ -	\$ 49,999.54	\$ (49,999.54)	0.00%
36 Donations	\$ -	\$ 6,300.00	\$ (6,300.00)	0.00%
Revenue	\$ -	\$ 56,299.54	\$ (56,299.54)	0.00%
401 Infrastructure Projects				
36 Special Assessment/Misc Rev	\$ -	\$ 109,881.28	\$ (109,881.28)	0.00%
Revenue	\$ -	\$ 109,881.28	\$ (109,881.28)	0.00%
404 Fire Grants				
33 Dept	\$ -	\$ 3,908.80	\$ (3,908.80)	0.00%
Revenue	\$ -	\$ 3,908.80	\$ (3,908.80)	0.00%

405	Parks Grants							
36	Dept	\$	-	\$	3,000.00	\$	(3,000.00)	0.00%
	Revenue	\$	-	\$	3,000.00	\$	(3,000.00)	0.00%
414	City AJ Projects							
33	Intergovernmental	\$	-	\$	362,102.27	\$	(362,102.27)	0.00%
	Revenue	\$	-	\$	362,102.27	\$	(362,102.27)	0.00%
415	City Capital Projects							
33	Intergovernmental	\$	-	\$	1,008,525.63	\$	(1,008,525.63)	0.00%
39	Other Financing Sources	\$	-	\$	39,863.27	\$	(39,863.27)	0.00%
	Revenue	\$	-	\$	1,048,388.90	\$	(1,048,388.90)	0.00%
419	CP's 23rd St NW Construction							
33	Intergovernmental	\$	-	\$	156,539.53	\$	(156,539.53)	0.00%
39	Other Financing Sources	\$	200,187.06	\$	-	\$	200,187.06	100.00%
	Revenue	\$	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	\$	350,000.00	\$	350,000.00	\$	-	0.00%
	Revenue	\$	350,000.00	\$	355,023.01	\$	(5,023.01)	-1.44%
531	12-01-01 Improvement Bond							
36	Special Assessment/Misc Rev	\$	-	\$	2,828.39	\$	(2,828.39)	0.00%
	Revenue	\$	-	\$	2,828.39	\$	(2,828.39)	0.00%
532	12-01-03 Improvement Bond							
36	Special Assessment/Misc Rev	\$	-	\$	25,590.51	\$	(25,590.51)	0.00%
	Revenue	\$	-	\$	25,590.51	\$	(25,590.51)	0.00%
533	12-01-04 Improvement Bond							
36	Special Assessment/Misc Rev	\$	-	\$	158,894.15	\$	(158,894.15)	0.00%
	Revenue	\$	-	\$	158,894.15	\$	(158,894.15)	0.00%
534	03-01-06 Improvement Bond							
36	2006 Bond Assessment	\$	-	\$	22,816.82	\$	(22,816.82)	0.00%
	Revenue	\$	-	\$	22,816.82	\$	(22,816.82)	0.00%
535	12-1-07 Improvement Bond							
36	2007 Bond Assessment	\$	-	\$	137,242.53	\$	(137,242.53)	0.00%
	Revenue	\$	-	\$	137,242.53	\$	(137,242.53)	0.00%
537	2012 Imp Bond							
36	2012 Bond assessments	\$	-	\$	29,458.81	\$	(29,458.81)	0.00%
	Revenue	\$	-	\$	29,458.81	\$	(29,458.81)	0.00%
538	2015 Improvement Bond							
36	2015 Bond assessments	\$	-	\$	26,652.07	\$	(26,652.07)	0.00%
	Revenue	\$	-	\$	26,652.07	\$	(26,652.07)	0.00%
539	2017 Improvement Bond							
36	2017 Bond assessments	\$	-	\$	118,366.97	\$	(118,366.97)	0.00%
	Revenue	\$	-	\$	118,366.97	\$	(118,366.97)	0.00%
601	Electric							
37	Utility Sales	\$	16,097,175.88	\$	11,849,231.09	\$	4,247,944.79	26.39%
	Revenue	\$	16,097,175.88	\$	11,849,231.09	\$	4,247,944.79	26.39%
602	Water							
37	Utility Sales	\$	2,706,334.26	\$	2,087,482.85	\$	618,851.41	22.87%
	Revenue	\$	2,706,334.26	\$	2,087,482.85	\$	618,851.41	22.87%
603	Refuse							
34	Charges for Services	\$	1,042,000.00	\$	803,868.94	\$	238,131.06	22.85%
	Revenue	\$	1,042,000.00	\$	803,868.94	\$	238,131.06	22.85%
605	Sewage							

36	Special Assessment/Misc Rev	\$	-	\$	31,000.00	\$	(31,000.00)	0.00%
37	Utility Sales	\$	2,001,622.00	\$	1,451,096.15	\$	550,525.85	27.50%
	Revenue	\$	2,001,622.00	\$	1,482,096.15	\$	519,525.85	25.96%
609	Storm Water							
33	Intergovernmental	\$	-	\$	41,841.65	\$	(41,841.65)	0.00%
34	Charges for Services	\$	710,000.00	\$	531,373.13	\$	178,626.87	25.16%
37	Utility Sales	\$	-	\$	41,918.40	\$	(41,918.40)	0.00%
	Revenue	\$	710,000.00	\$	615,133.18	\$	94,866.82	13.36%
620	EDA General							
36	Special Assessment/Misc Rev	\$	-	\$	10.00	\$	(10.00)	0.00%
39	Other Financing Sources	\$	229,306.22	\$	-	\$	229,306.22	100.00%
	Revenue	\$	229,306.22	\$	10.00	\$	229,296.22	100.00%
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	\$	-	\$	1,821.43	\$	(1,821.43)	0.00%
	Revenue	\$	-	\$	1,821.43	\$	(1,821.43)	0.00%
626	MIF (DRLF-97-0003-V-FY98)							
36	Special Assessment/Misc Rev	\$	-	\$	17,279.51	\$	(17,279.51)	0.00%
	Revenue	\$	-	\$	17,279.51	\$	(17,279.51)	0.00%
627	MN DEED MIF							
33	Intergovernmental	\$	-	\$	85.84	\$	(85.84)	0.00%
36	Special Ass/Misc	\$	-	\$	723.44	\$	(723.44)	0.00%
	Revenue	\$	-	\$	809.28	\$	(809.28)	0.00%
630	Sunshine Terrace							
34	Charges for Services	\$	526,572.00	\$	384,091.00	\$	142,481.00	27.06%
36	Special Assessment/Misc Rev	\$	7,000.00	\$	8,574.53	\$	(1,574.53)	-22.49%
39	Dept	\$	-	\$	185,392.05	\$	(185,392.05)	0.00%
	Revenue	\$	533,572.00	\$	578,057.58	\$	(44,485.58)	-8.34%
682	Infill Building							
36	Special Assessment/Misc Rev	\$	77,490.00	\$	59,128.75	\$	18,361.25	23.69%
	Revenue	\$	77,490.00	\$	59,128.75	\$	18,361.25	23.69%
703	Central Equipment							
38		\$	-	\$	205,392.00	\$	(205,392.00)	0.00%
	Revenue	\$	-	\$	205,392.00	\$	(205,392.00)	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 September 30, 2023

Council Monthly Exp Budget Report

User: kanderson
 Printed: 11/02/23 13:29:53
 Period 01 - 09
 Fiscal Year 2023

Fund Description	2023 Budget	Amt Spent as of Sept 30	Remaining Balance	% left to spend
101 General				
41 General Government	\$ 1,546,919.21	\$ 1,059,283.65	\$ 487,635.56	31.52%
42 Public Safety	\$ 5,162,320.02	\$ 3,434,929.01	\$ 1,727,391.01	33.46%
43 Public Works	\$ 1,969,854.98	\$ 1,201,406.00	\$ 768,448.98	37.60%
45 Culture and Recreation	\$ 3,038,100.06	\$ 2,013,507.77	\$ 1,024,592.29	33.51%
46 Community Development	\$ 65,000.00	\$ 31,395.36	\$ 33,604.64	51.70%
49 Unallocated	\$ 970,740.26	\$ 356,020.69	\$ 614,719.57	63.32%
Expense	\$ 12,752,934.53	\$ 8,096,542.48	\$ 4,656,392.05	36.24%
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	\$ 577,220.45	\$ 236,381.85	29.05%
Expense	\$ 813,602.30	\$ 577,220.45	\$ 236,381.85	29.05%
212 Sales Tax Pool				
49 Unallocated	\$ -	\$ 39,863.27	\$ (39,863.27)	0.00%
Expense	\$ -	\$ 39,863.27	\$ (39,863.27)	0.00%
214 Resurrection Cemetery				
49 Unallocated	\$ 82,051.54	\$ 54,235.92	\$ 27,815.62	33.90%
Expense	\$ 82,051.54	\$ 54,235.92	\$ 27,815.62	33.90%
215 Insect				
43 Public Works	\$ 50,071.00	\$ 12,075.28	\$ 37,995.72	75.88%
Expense	\$ 50,071.00	\$ 12,075.28	\$ 37,995.72	75.88%
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	\$ 65,580.33	\$ 278,219.67	80.92%
49 Unallocated	\$ 65,000.00	\$ -	\$ 65,000.00	100.00%
Expense	\$ 408,800.00	\$ 65,580.33	\$ 343,219.67	83.96%
400 Grants				
42 Public Safety	\$ -	\$ 54,742.94	\$ (54,742.94)	0.00%
45 Culture and Recreation	\$ -	\$ 23,002.26	\$ (23,002.26)	0.00%
Expense	\$ -	\$ 77,745.20	\$ (77,745.20)	0.00%
414 City AJ Projects				
43 Public Works	\$ -	\$ 1,115,972.13	\$ (1,115,972.13)	0.00%
Expense	\$ -	\$ 1,115,972.13	\$ (1,115,972.13)	0.00%
415 City Capital Projects				

41	General Govt	\$	-	\$	160.00	\$	(160.00)	0.00%
43	Public Works	\$	-	\$	1,094,732.31	\$	(1,094,732.31)	0.00%
45	Culture and Recreation	\$	-	\$	123,939.16	\$	(123,939.16)	0.00%
	Expense	\$	-	\$	1,218,831.47	\$	(1,218,831.47)	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	\$	-	\$	35,676.50	\$	(35,676.50)	0.00%
43	Public Works	\$	64,000.00	\$	-	\$	64,000.00	100.00%
45	Culture and Recreation	\$	210,000.00	\$	109,862.29	\$	100,137.71	40.09%
	Expense	\$	339,775.00	\$	145,538.79	\$	194,236.21	52.47%
434	Dwntwn CDBG Close 493/496							
43	Public Works	\$	-	\$	7,305.90	\$	(7,305.90)	0.00%
	Expense	\$	-	\$	7,305.90	\$	(7,305.90)	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	\$	-	\$	39,424.25	\$	(39,424.25)	0.00%
49	Electric Utilities	\$	16,320,601.71	\$	10,536,586.94	\$	5,784,014.77	35.44%
	Expense	\$	16,320,601.71	\$	10,576,011.19	\$	5,744,590.52	35.20%
602	Water							
16	Construction Projects	\$	-	\$	74,647.79	\$	(74,647.79)	0.00%
49	Water Utilities	\$	2,977,213.75	\$	1,333,992.46	\$	1,643,221.29	55.19%
	Expense	\$	2,977,213.75	\$	1,408,640.25	\$	1,568,573.50	52.69%
603	Refuse							
49	Unallocated	\$	1,125,400.12	\$	716,129.22	\$	409,270.90	36.37%
	Expense	\$	1,125,400.12	\$	716,129.22	\$	409,270.90	36.37%
605	Sewage							
49	Unallocated	\$	2,177,190.48	\$	780,488.01	\$	1,396,702.47	63.93%
	Expense	\$	2,177,190.48	\$	780,488.01	\$	1,396,702.47	63.93%
609	Storm Water							
43	Public Works	\$	1,030,409.67	\$	234,540.75	\$	795,868.92	77.13%
	Expense	\$	1,030,409.67	\$	234,540.75	\$	795,868.92	77.13%

620	EDA General						
49	Unallocated	\$	229,306.22	\$	147,386.25	\$	81,919.97 35.73%
	Expense	\$	229,306.22	\$	147,386.25	\$	81,919.97 35.73%
627	MN DEED MIF						
47	Dept	\$	-	\$	7,884.40	\$	(7,884.40) 0.00%
	Expense	\$	-	\$	7,884.40	\$	(7,884.40) 0.00%
630	Sunshine Terrace						
46	Community Development	\$	569,216.79	\$	342,765.79	\$	226,451.00 39.78%
	Expense	\$	569,216.79	\$	342,765.79	\$	226,451.00 39.78%
633	Downpayment Assistance						
46	Community Development	\$	-	\$	52,200.00	\$	(52,200.00) 0.00%
	Expense	\$	-	\$	52,200.00	\$	(52,200.00) 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	\$	36,155.96	\$	54,118.00 59.95%
	Expense	\$	90,273.96	\$	36,155.96	\$	54,118.00 59.95%
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: 11/02/23 13:27:02
Period 01 - 09
Fiscal Year 2023

Fund	Description	Beg Bal	Debits	Credits	End Bal
101	General	6,469,967.04	18,984,770.25	20,172,262.89	5,282,474.40
201	ARPA	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	2,160.00	571,445.11
210	Transit	-120,000.00	742,659.00	788,693.79	-166,034.79
212	Sales Tax Pool	399,743.93	0.00	39,863.27	359,880.66
214	Resurrection Cemetery	0.00	30,525.00	50,626.36	-20,101.36
215	Insect	279,501.38	35,527.65	2,725.28	312,303.75
217	Greenway Maint	4,848.73	74,169.52	0.00	79,018.25
222	Police/Forfeiture Fund	23,231.78	0.00	0.00	23,231.78
280	Housing/Lot Sale	59,859.93	370,142.20	232,385.70	197,616.43
3400	Grants	235,108.46	59,971.54	82,771.25	212,308.75
401	Infrastructure Projects	944,793.64	110,303.18	0.00	1,055,096.82
404	Fire Grants	0.00	3,908.80	0.00	3,908.80
405	Parks Grants	0.00	3,000.00	0.00	3,000.00
414	City AJ Projects	467,153.46	362,102.27	874,338.48	-45,082.75
415	City Capital Projects	-283,748.71	1,230,320.96	802,527.65	144,044.60
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	158,456.89	260,667.52
434	Dwntwn CDBG Close 493496	18,262.58	795.00	6,565.90	12,491.68
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	178,064.26	209,814.14	126,363.70
534	03-01-06 Improvement Bond	186,034.84	22,816.82	46,575.00	162,276.66
535	12-1-07 Improvement Bond	969,044.47	147,551.51	219,558.56	897,037.42
537	2012 Imp Bond	310,921.12	29,462.60	40,257.50	300,126.22
538	2015 Improvement Bond	108,947.11	62,222.61	153,150.00	18,019.72
539	2017 Improvement Bond	186,229.29	120,343.20	366,280.00	-59,707.51
601	Electric	17,384,282.77	24,690,172.01	25,053,367.76	17,021,087.02
602	Water	987,752.04	2,710,944.99	2,772,624.12	926,072.91
603	Refuse	358,164.06	841,398.98	833,408.02	366,155.02
605	Sewage	2,222,364.60	1,505,063.31	1,418,686.30	2,308,741.61
609	Storm Water	947,888.91	807,144.22	444,679.37	1,310,353.76
620	EDA General	0.00	16,820.05	158,112.37	-141,292.32
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	45,976.65	0.00	332,510.62

Fund	Description	Beg Bal	Debits	Credits	End Bal
626	MIF (DRLF-97-0003-V-FY98)	1,677,917.08	221,269.66	212,862.72	1,686,324.02
627	MN DEED MIF	16,294.22	11,826.54	7,095.96	21,024.80
630	Sunshine Terrace	1,487,399.83	581,984.81	356,522.65	1,712,861.99
633	Downpayment Assistance	237,129.77	8,700.00	60,900.00	184,929.77
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	59,128.75	36,883.53	496,835.86
703	Central Equipment	431,069.43	550,552.91	460,970.96	520,651.38
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: 10/14/2023

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: Fire Chief Jeff Boushee

RE: Fire Prevention Program

Background:

Building fire protective systems; (sprinkler systems, fire alarms, commercial cooking systems, etc.) are required to be inspected, tested, and serviced annually. The inspection, testing and servicing is performed by a third party which is required to provide reports to the local fire department. To improve compliance with all the above the Fire Dept. would like to partner with "The Compliance Engine" which provides an internet-based tool for code officials to track and drive code compliance, providing a safer community. The Compliance Engine electronically collects, organizes, and tracks fire and life safety test results, provides 30-day notification to businesses of inspections due, and provides the Fire Dept. with a dashboard to monitor activity.

Budget Impact:

There is no cost to the Fire Dept. for this service. The Compliance Engine charges the third-party business \$17.00 per report submitted. This charge will more then likely be passed on to the business that has the fire protective system.

Recommendation:

To authorize the Fire Chief to sign a non-binding agreement with "The Compliance Engine" to provide services discussed.

Enclosures: The Compliance Engine Executive Summary

The Compliance Engine Impact

The Compliance Engine FAQs

The Compliance Engine Agreement



THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It offers a secure cloud environment in which third party service providers who inspect, test and maintain fire protections systems, submit their reports via BRYCER's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications, build your database and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, AHJs are better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

CURRENT LANDSCAPE

- 40% of life safety systems go uninspected or unmaintained every year.
- 32.5% of false alarms are due to lack of maintenance and testing.
- 29% of fire code official's time is spent administering 3rd Party ITM reports.
- 95% of AHJs do not have the resources to enforce their adopted fire code.
- Current process is manual, paper based, reactionary, inefficient and expensive.

THE COMPLIANCE ENGINE BENEFITS

- Drives 100% compliance with fire & life safety code.
- Electronically collects, organizes and tracks fire and life safety test results.
- Offers API Services with RMS and software inspection companies.
- Maximizes limited resources, saves time and streamlines communication.
- Built to ensure a safer environment for firefighters, citizens and guests.
- Saves AHJs money while strengthening life safety and offers cost recovery.

REVENUE MODEL

- Free for AHJs.
- No charge to the building owners.
- Fee paid by 3rd party contractors on per system, per premises basis.
- Delivers compliance resulting in new business and maintenance revenue for 3rd party contractors.
- Endorsed by IKECA and Western Fire Chiefs Association

NOTABLE NATIONAL PARTNERS

Los Angeles, CA
Chicago, IL
Phoenix, AZ
San Diego, CA
San Jose, CA
Austin, TX
Seattle, WA
Albuquerque, NM
Kansas City, MO
Colorado Springs, CO
Raleigh, NC
Long Beach, CA
Wichita, KS
Corpus Christi, TX
Greensboro, NC
Laredo, TX
Boise, ID
Tacoma, WA
State of Mississippi
State of Maryland
State of Nevada
Newport News, VA
Springfield, MO
Naperville, IL
Syracuse, NY
Scottsdale, AZ
Fort Lauderdale, FL
Oklahoma City, OK

Impact to the AHJ:

- No Cost solution to the AHJ
 - Cost Recovery available
- Ensuring property and life are always protected
- Reduces inspector hours spent on 3rd party inspections
- Electronically collect, track, store, & review test reports
- Notification & Phone Call follow up services performed by BRYCER
- Database build performed by BRYCER
- Database retention and cleansing performed by BRYCER
- Detailed Analytics in real time 24/7/365
- Better Communication with property owners and inspection companies
- Violations/Deficiency repairs performed in a timely fashion ensuring compliance
- Dedicated Business Development and Account Manager from BRYCER
- 24/7/365 BRYCER Customer Service
- API Integration Capabilities

Impact to the Inspection Company:

- Nominal fee when uploading an inspection report
- Increased maintenance work on deficiency repairs (Due to follow up process)
- Annual Inspection & Maintenance Revenue for contractors increases
 - Inspection Revenue vs Upload Fee is a 15.8X difference annually
- On Average 40% of fire protection systems go untested

Impact to the Property:

- Ensuring protection of their property and patrons
- Nominal upload charge may be passed back down to the property
- Helps with ISO Ratings
 - Fire Prevention Programs account for 5.5 of an ISO Rating
- Less fire protection system issues/malfunctions
- 32.5% of False Alarms are due to lack of testing/maintenance

The Compliance Engine, powered by Brycer

Overview

Currently, a manual, pen-and-paper process is typically used to track and enforce life safety laws mandated by state and local governments. Due to scarce resources, limited time and archaic processes, the fire prevention industry is greatly challenged to effectively manage public safety and the fire and life safety responsibilities.

The result is 30-40% of all commercial buildings and multi-tenant inspectable buildings are in violation of code requirements as they go uninspected and unmaintained every year. This process cost taxpayers \$1.1B annually due to false alarms and \$12B in property damage and direct loss.

On average, Fire prevention bureau inspectors spend 29% of their time on administrative duties pertaining to inspection, testing, & maintenance (ITM). This costs a fire department an estimated \$27,041 a year per FTE.

Implementing a Compliance Solution Application will allow for the Fire Prevention Bureau to maximize limited resources, (i.e.) to do more with less, while redeploying more feet on the street. Costs will be reduced while increasing public safety.

Compliance Solution Applications

Compliance Solution Applications (CSAs) are web-based systems that drive efficiencies and reduce administrative costs within Public Safety and Fire Prevention departments. CSAs coordinates and automates fire and life safety data management in a completely streamlined and efficient manner. CSAs afford a city/county jurisdiction a cost-effective platform to increase public safety and expand public education without increasing expenditures and budgets. CSAs are the technology that allows a Fire Department to do more with less.

Why is The Compliance Engine (TCE) needed?

Fire Prevention teams need an efficient process that automates code deficiency tracking, management of inspection reports, and communications to business owners and contractors. They need real-time data to generate knowledge of and confidence in the life safety systems within the community. They need a tool that reduces burdensome admin tasks and allows them to spend more time on mission critical issues.

Understaffed and with limited budgets, Fire Departments cannot adequately ensure that all life safety systems within the community are being consistently inspected, tested, and maintained. Brycer's interviews of over 1000 AHJs/Fire Departments reveals that less than 10% can get to all their buildings every 12 months and less than 5% know about all the life safety systems within their jurisdiction.

The Compliance Engine was created to address the inefficiencies and challenges faced by fire prevention teams and fire departments as they try to manage code compliance to protect businesses, citizens, and firefighters. Often, Fire Prevention experts are trying to drive code compliance while blindfolded. TCE is here to help and is provided free.

FAQ's about The Compliance Engine

1) What is the cost of The Compliance Engine?

There is **zero** cost for any aspect of using The Compliance Engine (setup, training, ongoing service) for either the Department or the municipality. In fact, there is savings from its usage in terms of administrative time saved and reductions in false alarm activity from fewer system malfunctions, etc.

2) How does The Compliance Engine get paid for?

Contractors submitting reports pay a per system, per address filing fee of \$17. Brycer does not charge per riser/hood, nor do we charge for deficiency repair reports. There is no upfront or additional cost for contractors either. Registration, training, etc. is all complimentary.

3) Isn't this a tax on the contractors?

No. Contractors receive several benefits from utilizing The Compliance Engine – the primary being it drives revenues for them and creates a larger overall market opportunity. From Brycer's experience and conversation with contractors currently using The Compliance Engine, the potential revenue increase from inspection and maintenance revenue far outweighs the filing fee paid. Using Brycer's notification feature (renewal, overdue, and deficiency), contractors have more of an assurance that inspections and maintenance work will be scheduled and performed consistently per the code.

4) Isn't this a tax on the properties? The contractors are going to push the cost along to the property.

Some will, some won't. The contractors see a 10.8x difference in the cost of upload to the cost of increased work/revenue. As the Compliance Engine has gained increased adoption, contractors have witnessed the lower cost of report submission as a percentage of inspection and maintenance fees as well as the insignificant time to submit reports. Brycer's education of the contractor marketplace includes the net benefits of use of The Compliance Engine, which assists in preventing a pass through of costs. Additionally, use of The Compliance Engine will benefit municipalities in reducing false alarm activity, and positively affecting fire and life safety. Chambers of commerce have applauded this new process to ensure business comply therefore bringing new business to their jurisdictions.

5) What are the benefits of The Compliance Engine to a community?

- 💡 Increased compliance throughout the jurisdiction
- 💡 Building a safer community for residents and visitors alike.
- 💡 Reduce False Alarm Activity. (32% are due to lack of testing and maintenance)
- 💡 Increased ISO ratings. Better insurance rates.
- 💡 Commercial properties staying up to Code.
- 💡 Public Education.

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 7th, 2023

East Grand Forks Fire Department
415 4th St NW
East Grand Forks, MN 56721

Re: "The Compliance Engine"

Dear East Grand Forks Fire Department:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, East Grand Forks Fire Department, with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing November 15th, 2023 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:
 - **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**East Grand Forks Fire Department**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

- such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
 12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
 13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
 14. Beneficiaries. There are no third party beneficiaries to the Agreement.
 15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
 16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
 17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION TO THE STATE DISTRICT COURT LOCATED IN POLK COUNTY, MINNESOTA OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
 18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
 19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
 20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
 21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

Request for Council Action

Date: 10/19/2023

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: Michael Hedlund – Chief of Police

RE: Approving Addendum 4 for the Special Operations Joint Powers Agreement

Background: The East Grand Forks Police Department is a member of the Grand Forks Regional Special Operations Group. Periodically we have had requests from other agencies to join this group. The most recent request has come from the Norman County Sheriff's Office. At this time they plan to add a member to the SWAT Team. This has already been approved by the SOG Board and must now be approved by the involved government agencies.

Budgetary Impact: None. Norman County is already a partner agency as a member of the Pine to Prairie Drug Task Force and they are within the area that our SOG Teams would already respond to.

Recommendation: Approve the attached Addendum.

Attachments: Addendum #4 to the Special Operations Group Joint Powers Agreement.

ADDENDUM 4

TO SPECIAL OPERATIONS GROUP JOINT POWERS AGREEMENT

The following terms and conditions are incorporated in the **Special Operations Group Joint Powers Agreement** (“SOG JPA”) made and entered into by and between **Grand Forks County, ND**, acting by and through the Grand Forks County Sheriff’s Department, the **City of Grand Forks, ND**, acting by and through the Grand Forks Police Department and Grand Forks Fire Department, **Polk County, MN**, acting by and through the Polk County Sheriff’s Office, the **City of Crookston, MN**, acting by and through the Crookston Police Department, the **City of East Grand Forks, MN**, acting by and through the East Grand Forks Police Department, the **North Dakota Attorney General Bureau of Criminal Investigation**, and **Norman County, MN**, acting by and through the Norman County Sheriff’s Department.

- A. The SOG JPA was reviewed and approved for legal sufficiency by the North Dakota Office of Attorney General, as required by N.D.C.C. § 54-40.3-04 on December 2, 2016.
- B. The North Dakota State Board of Higher Education, acting by and through the University of North Dakota Police Department, was proposed as an additional party in Addendum 1. Addendum 1 was not approved as required by N.D.C.C. §§ 54-40.3-01(2) and 54-40.3-04. Thereafter, due to administrative error, the North Dakota State Board of Higher Education, acting by and through the University of North Dakota Police Department, continued to be included in the heading and signature pages. This Addendum 4 corrects that administrative error.
- C. The Norman County Sheriff’s Office requests to be added as a party to the SOG JPA, pursuant to Minn. Stat. § 471.59.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. The Norman County Sheriff’s Office is added as a party to the SOG JPA.
2. The North Dakota State Board of Higher Education, acting by and through the University of North Dakota Police Department, is removed as a party, to the extent it is considered one.
3. Section III of the SOG JPA is amended to add the Norman County Sheriff’s Office to the “Participants” and remove the University of North Dakota Police Department from the “Participants.”
4. Section IV of the SOG JPA is amended to add a member of the Norman County Sheriff’s Office to the SOG Executive Board of Authority and to remove a member of the

University of North Dakota Police Department from the SOG Executive Board of Authority.

5. The Norman County Sheriff's Office liability shall be determined in accordance with Minn. Stat. § 466.01(6) and is subject to the conditions and limitations contained therein.
6. Except as herein amended, the terms and conditions of the SOG JPA remain in full force and effect.

As required by N.D.C.C. §§ 54-40.3-01(2) and 54-40.3-04, this Joint Powers Agreement is approved as to legal sufficiency:

Claire J. Ness
Chief Deputy Attorney General
North Dakota Attorney General's Office

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

GRAND FORKS COUNTY, ND

Andrew Schneider, Grand Forks County Sheriff

This agreement has been approved by the Grand Forks County Commission this _____ day of _____, 20 ____.

Robert W. Rost, Chair, Grand Forks County Commission

Attest:

Debbie Nelson, Grand Forks County Auditor

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

CITY OF GRAND FORKS, ND

Mark Nelson, Chief of Police

Gary Lorenz, Fire Chief

This agreement has been approved by the Grand Forks City Council this ____ day of _____, 20____.

Brandon Bochenski, Mayor

Attest:

Maureen Storstad, Finance Director

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

POLK COUNTY, MN

James Tadman, Polk County Sheriff

This agreement has been approved by the Polk County Commission this _____ day of _____, 20____.

Warren Strandell, Chair, Polk County Commission

Attest:

Charles Whiting, County Administrator, Polk County

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

CITY OF CROOKSTON, MN

Darin Selzler , Chief of Police

This agreement has been approved by the Crookston City Council this _____ day of _____, 20____.

Dale Stainbrooker, Mayor

Attest:

Charles Reynolds, City Administrator

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

CITY OF EAST GRAND FORKS, MN

Michael S. Hedlund, Chief of Police

This agreement has been approved by the East Grand Forks City Council this ____ day of _____, 20____.

Steve Gander, Mayor

Attest:

Reid Huttunen, City Administrator

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

NORTH DAKOTA ATTORNEY GENERAL BUREAU OF CRIMINAL INVESTIGATION

Lonnie Grabowska, Director, BCI

This agreement has been approved by the North Dakota Attorney General Bureau of Investigation this ____ day of _____, 20__.

In witness whereof, this Addendum 4 to the SOG JPA has been executed and proves and is effective and operative as to each of the parties as herein provided.

NORMAN COUNTY, MN

Ben Fall, Norman County Sheriff

This agreement has been approved by the Norman County Commission this ____ day of _____, 20____.

Steven Bommersbach, Chair, Norman County Board of

Commissioners Attest:

Donna J. Hanson, Auditor/Treasurer, Norman County

Request for Council Action

Date: November 7, 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: Economic Development Director

RE: Use of Border Cities Tax Credits for Delisle Properties (Mayo Manufacturing)

When Delisle Properties built its addition for its expansion, it was contemplated, when the building came up to full value and the required jobs were added, that Border Cities Tax Credits would be used to reduce the property taxes for the property owner for one year. The building has been completed. The building has come up to full taxation. The jobs promised under the Revolving Loan Fund Agreement have been created and filled. Now it is timely to apply the Border Cities Tax Credits to the property.

The estimated tax credits needed for the property is about \$36,000. The City has over \$200,000 of tax credits available under the program.

On October 10, the EDA held a public hearing on the Notice to Competitors regarding the proposed use of the tax credits. No one appeared at the hearing. The EDA discussed the request and recommended that the City Council authorize the use of the tax credits to benefit Delisle Properties. Accompanying this report are a Resolution and a Business Subsidy Agreement to implement the use of the tax credits.

Recommendation:

That the City Council authorize the use of not more than \$36,000 in Border Cities Tax Credits for one year for Delisle Properties for property taxes payable in 2024.

**NOTICE TO COMPETITORS OF APPLICATION FOR
TAX INCENTIVES AND PUBLIC MEETING**

Notice is hereby given that the Economic Development Authority of the City of East Grand Forks, Minnesota (the "EDA") will meet at or after 12:00 p.m. on Tuesday, October 10, 2023, at City Hall, 600 DeMers Ave NW, East Grand Forks, Minnesota, 56721 to consider the application of Delisle Properties LLC or any affiliate thereof, for tax incentives to retain jobs and investment for a business expansion located at 2108 Business Highway 2, East Grand Forks, MN 56721, legally described as follows:

The following described Property located in Polk County, State of Minnesota:

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Seven (7), Township One Hundred Fifty-one (151) North, Range Forty-nine (49) West of the Fifth Principal Meridian, which part is described as follows, to-wit:

Beginning at the Northwest corner of the NE1/4 of Section 7, Township 151 North, Range 49 West, said point being the true point of beginning; thence south along the west line of said NE1/4 of a distance of 812.0 feet more or less to the Northeasterly right of way limit of Minnesota Trunk Highway Business 2; thence proceeding southeasterly along said northeasterly right of way limit for a distance of 299.61 feet more or less to an intersection with a line lying parallel with and 270.00 feet distant easterly from the aforesaid west line of the NE1/4 of Section 7; thence proceeding northerly parallel with and 270.00 feet distant easterly from the aforesaid west line of the NE1/4 of Section 7, for a distance of 944.36 feet more or less to the North line of the said Section 7; thence proceeding westerly along the said north line of Section 7, for a distance of 270.01 feet, to the true point of beginning, said described tract being comprised of 5.443 acres lying wholly in the NW1/4NE1/4 of Section 7, Township 151 North, Range 49 West, County of Polk, State of Minnesota, and said tract being subject to County roadway easement along its northerly edge;

Together with all hereditaments and appurtenances belonging thereto.

Parcel Number: 83.03242.00

All Economic Development Authority meetings are open to the public. A competitor of the applicant or any other interested person or governmental unit may provide written comments to the City of East Grand Forks prior to the above referenced EDA meeting date by mailing the same to the City of East Grand Forks, Attention: Economic Development Director, 600 DeMers Ave NW, East Grand Forks, Minnesota 56721. This notice is given by the above-named applicant/project operator pursuant to the provisions of Minnesota Statutes, Section 469.1734, Subdivision 7. Published 9/13/2023, and 9/20/2023.

Dated: September 13, 2023

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF EAST GRAND FORKS,
MINNESOTA**

/s/ Paul Gorte
Economic Development Director
Economic Development Authority
City of East Grand Forks, Minnesota

RESOLUTION NO. 23 – 11 - 67

**RESOLUTION GRANTING BORDER CITY DEVELOPMENT ZONE TAX CREDITS
PURSUANT TO A BUSINESS SUBSIDY AGREEMENT BETWEEN CITY AND DELISLE
PROPERTIES, LLC**

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

WHEREAS, Delisle Properties, LLC, doing business as Harriston-Mayo LLC, Mayo Manufacturing, or an affiliate thereof (the “Developer”) desired to remain doing business in East Grand Forks in a certain property containing buildings located at 2108 Business Highway 2 (Parcel 83.02342.00) in the City of East Grand Forks, Minnesota (the “City”) for use by the Developer as a manufacturing facility and related office space as part of the Developer’s operation of its business (collectively, the “Minimum Improvements”); and

WHEREAS, the Developer has continued to expand and add quality jobs in the City and had continued to invest in the Minimum Improvements by adding equipment to the site in an amount of \$793,000; and

WHEREAS, the City has designated a Border City Development Zone (“BCDZ”) and has the authority pursuant to Minnesota Statutes, Section 469.1732, subd. 1 and 469.1734, subd. 3 to grant a partial or complete exemption from property taxation of all buildings, structures, fixtures, and improvements used in or necessary to a qualifying business within or outside the BCDZ; and

WHEREAS, under Minnesota Statutes, Section 469.169, subdivisions 14 through 21, the City has received an award of state funds to provide tax credits under Minnesota Statutes, Section 469.171, 469.1732, 479.1732, so long as the municipality determines that the granting of the tax reduction or offset is necessary to retain a business within or attract a business to the zone; and

WHEREAS, the Developer has represented that but for the public assistance it would be forced to relocate its current operations in the City out of the State of Minnesota and into another State, removing 38 jobs from the State as well as vacating a property with significant investment without the public assistance; and

WHEREAS, the City has received a completed application filed in accordance with applicable City procedures, policy, and guidelines from the Developer requesting a property tax exemption (the “Tax Incentives”) in order to make the Minimum Improvements economically feasible; and

WHEREAS, the application form filed with the City and all associated documentation have been reviewed and evaluated by City staff; and

WHEREAS, proper notice has been provided to competitors pursuant Minnesota Statute Chapter 469.1734, Subdivision 7; and

WHEREAS, granting the Tax Incentives is in the best interest of the City to enhance its property tax base, prevent an existing business from leaving the City and the State, and retain existing jobs and add new jobs in the City.

WHEREAS, the Tax Incentives requested by the Developer are a business subsidy under Minnesota Statutes, Sections 116J.993 through 116J.995, as amended;

WHEREAS, the City Council has approved a Business Subsidy Agreement, between the City and Developer (the “Business Subsidy Agreement”) providing for the granting of the Tax Incentives to the Developer and the Developer’s duties and responsibilities related to the business subsidy; and,

WHEREAS, Developer constructed the addition and added the jobs identified in the Business Subsidy Agreement and said structure has now come up to full value, making it timely to use the Border Cities tax credits to the maximum benefit of the business;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Grand Forks, that:

1. Based on representations of the Developer, the Council finds that the job loss was specific and demonstrable. Granting the Tax Incentives to the Developer is necessary for the company to remain and retain jobs in the City and is in the best interests of the City.
2. The City hereby approves the application and grants the Developer an exemption from property taxation of building value subject to the terms and conditions in this resolution, the Business Subsidy Agreement, and Minnesota Statutes in the amount not to exceed \$36,000.
3. The City Clerk is hereby directed and authorized to certify this grant of exemption from property taxation to the City Assessor and County Assessor.
4. The Mayor and the City Administrator are authorized and directed to execute the any documents or certificates necessary to carry out the transactions described in the Development Documents.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 7, 2023

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of November, 2023.

Mayor

BUSINESS SUBSIDY AGREEMENT
between
THE CITY OF EAST GRAND FORKS
and
DELISLE PROPERTIES, LLC.

Approved: November 7, 2023

BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT made this _____ day of November, 2023, by and between the City of East Grand Forks, Minnesota, a home rule city existing under its Charter and the Constitution of the State of Minnesota (“City” or “Grantor”) and Delisle Properties, LLC, doing business as Mayo Manufacturing, a Minnesota limited liability company (“Developer”).

RECITALS

WHEREAS, the City, pursuant to Minnesota Statutes 469.1731 to 469.1735, the Border City Development Zone Act (the “BCDZ Act”), is authorized to grant certain tax incentives to qualifying new businesses located within the City; and

WHEREAS, the Developer has requested that the City exercise its authority and grant said tax incentives to the Developer; and

WHEREAS, the Developer is requesting a property tax exemption (the “Business Subsidy”); and

WHEREAS, the Developer desires to continue to use its existing buildings and to construct an 8,400 square foot building for the manufacturing of agricultural equipment; and;

WHEREAS, the Developer would not continue its operations within the City without the incentives and its location in the City would not occur “but for” incentives used to retain the business and avoid its relocation to another state; and

WHEREAS, the City has received a completed application for tax incentives under the City’s Border City Development Zone Program from the Developer; and

WHEREAS, granting the Developer’s application for tax incentives is within the best interest of the City because the Project is expected to help prevent specific and demonstrable job loss, keep an existing employer in the City and the State, maintain the City’s and the State’s; and

WHEREAS the City, when providing financial assistance to projects that provide a public benefit to the City and to the State, is subject to the requirements of Minnesota Statutes, Sections 116J.993 to 116J.995, inclusive, as amended (the “Business Subsidy Act”) and is defined therein as a Grantor; and

WHEREAS, the Grantor is required by the Business Subsidy Act, to enter into this subsidy agreement to set forth the terms and conditions of the Business Subsidy (the “Business Subsidy Agreement”); and

WHEREAS, the City and the Developer agree that the Developer will receive a Business Subsidy in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Developer is required by the Business Subsidy Act to set forth in the Subsidy Agreement its goals, including job goals, that will result from receipt of the Subsidy; and

WHEREAS, the Council finds the Project will: (i) create 5 full-time equivalent jobs in the City and the State; (ii) grow employment in the next three years; (iii) expand the tax base in the City; (iv) promote development of the Project; (v) increase living wage employment opportunities; (vi) retain an existing business within the City and prevent it from relocating to another state, and (vii) provide secondary economic development benefits.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

(Remainder of this page intentionally left blank.)

Section 1. Definitions.

“Agreement” or “Subsidy Agreement” means this Subsidy Agreement.

“BCDZ” means the Border City Development Zone created by the City pursuant to its authority under Minnesota Statutes, Section 469.1731.

“BCDZ Act” means the Border City Enterprise Zone (BCDZ) Act, Minnesota Statutes, Sections 469.169 to 469.1735, inclusive, as hereinafter amended.

“Benefit Date” means, pursuant to Section 116J.993, Subd. 2, the date the Developer receives a business subsidy.

“Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, inclusive, as hereinafter amended.

“Business Subsidy” or “Subsidy” means the tax exemptions provided by the City to the Developer pursuant to the BCDZ Act as outlined in Section 3.

“City,” referred to under the Business Subsidy Law as the “Grantor,” means the City of East Grand Forks, Minnesota.

“DEED” means the Minnesota Department of Employment and Economic Development.

“Developer” means Delisle Properties, LLC, doing business as Mayo Manufacturing, a Minnesota limited liability company.

“Development Property” means the property described in Exhibit A attached hereto.

“Full Time Equivalent Jobs” means the total number of full-time jobs, plus the full-time equivalent of the part-time jobs created at the Project.

“Project” means the Developer’s existing manufacturing business located on the Development Property and expand the business by constructing an 8,400 square building to increase the manufacturing capabilities.

“Tax Incentives” has the meaning set forth in Section 3(a).

Section 2. Subsidy Agreement Requirements.

(a) The City and the Developer recognize and agree that the estimated financial benefit of the potential tax exemptions from the BCDZ to be received by the Developer pursuant to this Agreement are deemed to be a Business Subsidy under the Business Subsidy Act and are subject to the provisions thereof.

(b) The public purposes of the Business Subsidy is to facilitate the Project by assisting an existing business so it will remain in the City, which will result in the retention of jobs and job creation, increasing living wage employment opportunities, providing secondary economic development benefits, and maintaining the City’s tax base.

(c) The goals for the Business Subsidy are: (i) to continue the use of the property to retain an existing business that would relocate out of State but for the subsidy; (ii) to create the jobs and wage levels described in Section 3 for the duration of the Business Subsidy.

(d) The Business Subsidy is needed because the Developer has stated but for the public assistance it would not be able to finance the significant costs associated with maintaining the business in the State considering the space needed to accommodate its growing business and would be forced to relocate out of State. Public assistance in the form of a Business Subsidy allows for the construction of and retention of the space needed to meet the spatial needs of the business, allowing it to expand and add additional Full-Time Equivalent Jobs.

(e) The Developer does not have a parent corporation.

(f) The Developer has not received, and does not expect to receive, financial assistance from any other “grantor” as defined in the Business Subsidy Act, in connection with financing the Project.

(g) The Developer warrants and represents to the City that, as of the date of this Agreement, it has not failed to meet the terms of any business subsidy agreement as defined in the Business Subsidy Act.

(h) This Agreement fully meets the statutory requirements of the Business Subsidy Act and in the event that any provision of this Agreement is inconsistent or in conflict with any provision of the Business Subsidy Act, and in the event that any provision of the Business Subsidy Act provides additional requirements, the provisions of the Business Subsidy Act shall apply and govern.

Section 3. Tax Incentives.

(a) The City shall provide a property tax exemption to the Developer in the form of a property tax credit in accordance with the BCDZ Act over a period of 1 year, commencing with tax year 2023, payable in calendar year 2024, until no more than \$36,000 of tax credits have been provided to the Developer, whichever occurs earlier (the “Tax Incentives”). The City makes no warranties or representations to the Developer regarding the amount of the tax credits to be provided to the Developer. The Developer understands and agrees that the provision of tax credits in accordance with this paragraph are subject to approval by the Minnesota Department of Employment and Economic Development and Polk County in their sole and absolute discretion.

(b) Pursuant to Minnesota Statutes 116J.994, Subd. 3(b), the estimated value of the Tax Incentive approved by the City Council to the Developer is \$36,000.00. This calculation is based on expected taxes of \$36,000 and a current tax rate of 1.6000%.

(c) Subject to the terms and conditions contained in this Agreement and applicable state law, City procedures, policy and guidelines for the Border City Development Zone Program in effect on the date of execution of this agreement and which are incorporated herein by reference, the City and Developer agree that the tax incentives granted pursuant to this Agreement are contingent upon the Developer continuing to meet the eligibility and reporting requirements of the Border City Development Zone Program and the Business Subsidy Act, which include but are not limited to the following:

(i) **Achievement of Job and Wage Goal.** Pursuant to Minnesota Statutes § 116J.994, Subd. 4, the Developer agrees to maintain 5 Full-Time Equivalent Jobs Time Equivalent Jobs with an average hourly wage of \$20.00 to \$25.00 exclusive of benefits. The Developer agrees that the job and wage goal must be fully achieved no later than 2 years following the Benefit Date.

(ii) **Annual Reporting.** Pursuant to Minnesota Statutes § 116J.994, Subd. 7(b), The Developer must submit to the City a written report regarding business subsidy goals and results, by March 1 of each year, commencing March 1, 2022 and continuing until the later of (i) the date the goals stated Section 3(c)(i) are met; (ii) 30 days after expiration of the duration of the period described in Section 3(c)(iii) below; or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 5. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

(iii) **Continuation of Operations.** Pursuant to Minnesota Statutes § 116J.994 Subd. 3(a)(6), the Developer agrees to continue operations, in substantially the same manner and scale, in the City for at least five (5) years after the Benefit Date.

Section 4. Remedies.

If the Developer fails to meet the goals described in Section 3(c)(i) and 3(c)(iii), within the time frames set forth herein, then upon thirty (30) days of written notice delivered by the City to the Developer, the Developer must pay to the City: (a) a “pro rata share” of the amounts of any Business Subsidy; plus (b) interest on such principal amount of the Business Subsidy at the implicit price deflator as defined in Minnesota Statutes, Section 275.50, subd. 2, accrued from the Benefit Date to the date of payment. The term “pro rata share” means percentages calculated as follows:

(i) if the failure relates to the number of jobs, the jobs required less the jobs maintained, divided by the jobs required;

(ii) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(iii) if the failure relates to maintenance of the business in accordance goals delineated in Section 3(c)(i), sixty (60) less the number of months of operation (where any month in which the business is in operation for at least fifteen (15) days constitutes a month of operation), commencing on the benefit date and ending on the date the business ceases operation as determined by the City, divided by sixty (60); and

(iv) if more than one of clauses (i) through (iii) apply, the sum of the applicable percentages, not to exceed 100%.

In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3(c), the Developer agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

Section 5. Attorney Fees and Fees of the City

If the City employs attorneys or financial advisors or incurs other expenses for the collection of payments due or for the enforcement or observance of any obligation or agreement on the part of the Developer under this Agreement, or any other agreement between the Developer and the City, the Developer agrees that it will, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and any other expenses so incurred by the City.

Section 6. Indemnification.

(a) Developer shall and does hereby agree to protect, defend, indemnify and hold the City, and its officers, agents, and employees, harmless of and from any and all liability, loss, or damage that the City may incur under or by reason of this Agreement, and of and from any and all claims and demands whatsoever that may be asserted against the City by reason of any alleged obligations or undertakings on the part of the City to perform or discharge any of the terms, covenants, or agreements contained herein, except to the extent such liability, loss, or damage is determined to be as a result of the actions of the City, its officers, agents, or employees.

(b) Should the City, or its officers, agents, or employees incur any such liability or be required to defend against any claims or demands pursuant to this Section 6, or should a judgment be entered against the City, the amount thereof, including costs, expenses, and reasonable attorneys fees, shall be immediately payable by Developer to the City upon written demand to Developer.

(c) This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement. Developer waives notice of the acceptance of this Agreement by the City.

(d) Nothing in this Agreement shall constitute a waiver of or limitation on any immunity from or limitation on liability to which the City is entitled under law.

Section 7. Project Compliance Information. The Developer shall provide to the City any information requested or needed by the City to administer this Agreement and to monitor project implementation for compliance with the BCDZ Act, the Business Subsidy Act, or other State of Minnesota guidelines, excluding any information regarding the sales or profitability of Developer or Developer's parent company or any information that would be considered trade secrets.

Section 8. Workers' Compensation Insurance. The Developer has obtained workers' compensation insurance as required by Minnesota Statutes, Section 176.181, subd. 2. The Developer's workers' compensation insurance information is as follows:

- (a) Company Name: SFS Insurance Co.
- (b) Policy Number: [REDACTED]
- (c) Local Agent: Vaaler Insurance

Section 9. Business with the State of Minnesota/State Tax Laws. The Developer is required by Minnesota law to provide its Minnesota tax identification number if it does business with the state of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in an action to require the Developer to file state tax returns and pay delinquent state tax liabilities. This Agreement will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations.

- (a) Minnesota Tax ID: # [REDACTED]
- (b) Federal Employer ID: [REDACTED]

Section 10. Miscellaneous.

(a) Choice of Law and Venue. This Agreement is made and shall be governed in all respects by the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(b) Severability. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

(c) Notice. All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, or delivered personally to the following addresses (or such other addresses as either party may notify the other):

To City: City of East Grand Forks
600 DeMers Ave,
East Grand Forks, MN 56721
Attn: City Administrator

To Developer: Delisle Properties, LLC
2108 Business Hwy 2
East Grand Forks, MN 56721
Attn: Michael Delisle

(d) Entire Agreement. This Agreement, together with the Exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

(e) Headings. The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

(f) Conflict of Interests; Representatives Not Individually Liable. No officer, employee or contractor of the City may acquire any financial interest, direct or indirect, in this Agreement, or in any contract related to the Property. No officer, agent, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount that may become due to the Developer or on any obligation or term of this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(h) Effective Date of Agreement. This Agreement shall take effect immediately.

(i) Assignment. The Developer shall neither assign nor attempt to transfer any rights or obligations under this Agreement. This activity requires the City's prior written approval and includes a reapplication process to verify that the terms and conditions of this Agreement will be met.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed (in one or more counterparts) by their duly authorized representatives as of the date first above written.

CITY OF EAST GRAND FORKS

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ and _____, the Mayor and City Administrator, respectively, of the City of East Grand Forks, Minnesota, on behalf of said City.

Notary Public

DELISLE PROPERITES, LLC

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by _____, the _____, respectively of Delisle Properties, LLC.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

That part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Seven (7), Township One Hundred Fifty-one (151) North, Range Forty-nine (49) West of the Fifth Principal Meridian, which part is described as follows, to-wit:

Beginning at the Northwest corner of the NE1/4 of Section 7, Township 151 North, Range 49 West, said point being the true point of beginning; thence south along the west line of said NE1/4 of a distance of 812.0 feet more or less to the Northeasterly right of way limit of Minnesota Trunk Highway Business 2; thence proceeding southeasterly along said northeasterly right of way limit for a distance of 299.61 feet more or less to an intersection with a line lying parallel with and 270.00 feet distant easterly from the aforesaid west line of the NE1/4 of Section 7; thence proceeding northerly parallel with and 270.00 feet distant easterly from the aforesaid west line of the NE1/4 of Section 7, for a distance of 944.36 feet more or less to the North line of the said Section 7; thence proceeding westerly along the said north line of Section 7, for a distance of 270.01 feet, to the true point of beginning, said described tract being comprised of 5.443 acres lying wholly in the NW1/4NE1/4 of Section 7, Township 151 North, Range 49 West, County of Polk, State of Minnesota, and said tract being subject to County roadway easement along its northerly edge;

Together with all hereditaments and appurtenances belonging thereto.

Parcel Number: 83.03242.00

Request for Council Action

Date: November 1, 2023

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

Cc: File

From: Steve Emery, P.E.

RE: Demers Avenue Traffic Signal Replacement
S.P. 6001-68
East Grand Forks, Mn

Background:

MNDOT is planning to complete Traffic Signal Replacement and some ADA Improvements at the intersection of Demers Ave and 2nd Street and 4th Street in the summer of 2024. Since the City of East Grand Forks has 2 Legs of streets at each of these intersections, MNDOT is requesting that the City pay for 50% of the Traffic Signal Replacements including 8% Construction Engineering costs which will be provided by MNDOT. Estimated Total City cost is \$283,018.82 which is shown on Preliminary Schedule "I". Once the project has been bid, MNDOT will provide an updated schedule "I" based on As-Bid costs. MNDOT is planning to bid the project in December 2023.

Funding:

State Aid Construction / Allocation: \$283,018.82

Recommendation:

Approve Cooperative Construction Agreement Resolution (MDOT Agreement No. 1053535)

Enclosures:

Cooperative Agreement
State Aid Allocation Budget

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF EAST GRAND FORKS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>6001-68</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>2B=008</u>	<u>\$283,018.82</u>
State Aid Project Number (SAP):	<u>119-120-011</u>	
State Aid Project Number (SAP):	<u>119-122-004</u>	
Federal Project Number:	<u>NHPP 0002(350)</u>	
Signal System A ID:	<u>4357386</u>	
Signal System B ID:	<u>4357387</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of East Grand Forks acting through its City Council ("City").

Recitals

1. The State will perform signals and ADA improvements construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2B (Demers Avenue) at 2nd Street Northwest and 4th Street Northwest according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6001-68 (TH 2B=008) ("Project"); and
2. The City has requested the State include in its Project signal system construction; and
3. The City wishes to participate in the costs of the signal system and State Furnished Materials construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6001-68 (TH 2B=008) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. Direction, Supervision, and Inspection of Construction.**
- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. Plan Changes, Additional Construction, Etc.**
- A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right of Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right of Way" (Form 2525).
- 2.6. Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract.

The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.2. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Signal Systems and Emergency Vehicle Preemption Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and Emergency Vehicle Preemption (EVP) Systems on TH 2B at 2nd St. NW (Signal System A) and on TH 2B at 4th St. NW (Signal System B).

4.1. City Responsibilities.

- A. **Power.** The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems and EVP Systems.
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted Light-emitting Diode (LED) luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended American Association of State Highway and Transportation Officials (AASHTO) levels for the installation.
 - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal Systems and luminaire mast arm extensions.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.
 - vi. Purchase replacement batteries for the battery back-up system and reimburse the State for the costs associated with battery replacement for the battery back-up system which includes installation and disposal.

4.2. State Responsibilities.

- A. **Timing; Other Maintenance.** The State will maintain the signing and perform all other Signal System, Accessible Pedestrian Signals (APS), and signal pole luminaire circuit maintenance without cost to the

City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

- B. *Battery Backup and Replacement Batteries.*** Perform tasks associated with battery replacement for the battery backup system, which includes installation and disposal, and maintain the remainder of the battery backup system and invoice the City 100% of the costs associated with this work.
- C. *EVP Systems Operation.*** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i.** All maintenance of the EVP Systems must be done by State forces.
 - ii.** Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii.** Malfunction of the EVP Systems must be reported to the State immediately.
 - iv.** In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v.** All timing of the EVP Systems will be determined by the State.

4.3. *Right-of-Way Access.* Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. *Related Agreements.* This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 65199, dated November 9, 1988, between the parties, for the intersection of TH 2B at 2nd St. NW.

This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 65199, dated November 16, 1990, between the parties, for the intersection of TH 2B at 4th St. NW.

5. Basis of City Cost

- 5.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. *City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization and Traffic Control.
 - A.** 50 Percent will be the City's rate of cost participation in all of the Signal System A construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
 - B.** 25 Percent will be the City's rate of cost participation in all of the SAP 119-120-011 Signal System B construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".

- C. 25 Percent will be the City's rate of cost participation in all of the SAP 119-122-004 Signal System B construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I".

5.3. State Furnished Materials. The State will furnish two cabinets and a Gridsmart System with one camera ("State Furnished Materials"), according to the Project Plans, to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$50,742.46**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".

5.4. Construction Engineering Costs. The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.

5.5. Plan Changes, Additional Construction, Etc. The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

5.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. City Cost and Payment by the City

6.1. City Cost. **\$283,018.82** is the City's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

6.2. Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".

B. The City's receipt of a written request from the State for the advancement of funds.

6.3. Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

6.4. Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the

difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

7.2. The City's Authorized Representative will be:

Name, Title: Steve Emery, PE, City Engineer (or successor)
 Address: 1600 Central Avenue Northeast, East Grand Forks, MN 56721
 Telephone: (218) 773-5626
 E-Mail: steve.emery@widseth.com

8. Assignment; Amendments; Waiver; Contract Complete

8.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

8.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

8.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

8.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims

9.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

9.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

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

12. Government Data Practices

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

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

CITY OF EAST GRAND FORKS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1053535

City of East Grand Forks

SP 6001-68 (TH 2B=008)

Preliminary: October 19, 2023

SAP 119-120-011, SAP 119-122-004

Fed. Proj. NHPP 0002(350)

Signals and ADA improvements construction to start approximately August 26, 2024 under

State Contract No. ____ with ____

located on TH 2B (Demers Ave.) at 2nd St. NW and 4th St. NW

CITY COST PARTICIPATION	
City Funded Signal System A Work Items (From Sheet No. 2)	111,872.50
SAP 119-120-011 Signal System B Work Items (From Sheet No. 3)	49,719.75
SAP 119-122-004 Signal System B Work Items (From Sheet No. 3)	49,719.75
City Funded State Furnished Materials (From Sheet No. 4)	31,029.64
SAP 119-120-011 State Furnished Materials (From Sheet No. 4)	9,856.41
SAP 119-122-004 State Furnished Materials (From Sheet No. 4)	9,856.41
Subtotal	\$262,054.46
Construction Engineering (8%)	20,964.36
(1) Total City Cost	\$283,018.82

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)

(3) 50% STATE, 50% CITY

1053535

(4) 50% STATE, 25% SAP 119-120-011, 25% SAP 119-122-004

ITEM NUMBER	SP 6001-68, SAP 119-120-011, AND SAP 119-122-004 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST
	SIGNAL SYSTEM A				
	ATC CABINET 350	EACH	1.00	39,425.64	39,425.64
	GRIDSMART SYSTEM WITH ONE CAMERA	EACH	1.00	22,633.64	22,633.64
				TOTAL	\$62,059.28
				(3) 50% STATE	\$31,029.64
				50% CITY	\$31,029.64
	SIGNAL SYSTEM B				
	ATC CABINET 350	EACH	1.00	39,425.64	39,425.64
				TOTAL	\$39,425.64
				(4) 50% STATE	\$19,712.82
				25% SAP 119-120-011	\$9,856.41
				25% SAP 119-122-004	\$9,856.41

CITY OF EAST GRAND FORKS

RESOLUTION

IT IS RESOLVED that the City of East Grand Forks enter into MnDOT Agreement No. 1053535 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2B (Demers Avenue) at 2nd Street Northwest and 4th Street Northwest within the corporate City limits under State Project No. 6001-68.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of East Grand Forks at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

**7 Year Capital Improvement Plan
Municipal State Aid Construction Funds
East Grand Forks, Mn**



5/9/2023

CONST YEAR	PROJECT	ESTIMATED TOTAL PROJECT COST	FEDERAL SUBTARGET FUNDS	ASSESSMENTS	MUNI CONSTRUCTION FUNDS	ANNUAL ALLOCATION	MUNI CONST BALANCE
2023						\$353,395.00	\$1,398,230.54
	FEDERAL PROJECT	\$1,999,832.00	\$860,000.00	\$241,142.00	\$898,690.00		\$499,540.54
	HAWK System (Bygland Road / 13th ST SE)	\$351,000.00			\$351,000.00		\$148,540.54
2024						\$353,395.00	\$501,935.54
	MNDOT / TRAFFIC SIGNAL REPLACEMENT - DEMERS AVE & 4TH STREET (City Cost)	\$283,018.00			\$283,018.00		\$218,917.54
	QUIET ZONE (2ND AVE NE)	\$200,000.00			\$200,000.00		\$18,917.54
2025						\$353,395.00	\$372,312.54
2026						\$353,395.00	\$725,707.54
	FEDERAL PROJECT	\$1,800,000.00	\$1,200,000.00		\$600,000.00		\$125,707.54
2027						\$353,395.00	\$479,102.54
2028						\$353,395.00	\$832,497.54
	TRAFFIC SIGNAL REPLACEMENT (3RD AVE / 1ST ST)	\$450,000.00			\$350,000.00		\$482,497.54
2029						\$353,395.00	\$835,892.54
2030						\$353,395.00	\$1,189,287.54
	FEDERAL PROJECT	\$1,800,000.00	\$1,200,000.00		\$600,000.00		\$589,287.54

RESOLUTION NO. 23 – 11 - 69

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

IT IS RESOLVED that the City of East Grand Forks enter into MnDOT Agreement No. 1053535 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2B (Demers Avenue) at 2nd Street Northwest and 4th Street Northwest within the corporate City limits under State Project No. 6001-68.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 7, 2023

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 7th day of November, 2023.

Mayor

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of East Grand Forks at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

<p>Subscribed and sworn to me this _____ day of _____, 2023</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p>

(Signature)

(Type or Print Name)

(Title)

Request for Council Action

Date: November 7, 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 – Parks and Recreation Superintendent

RE: Request to rent Civic Center for the 2024 Home Design and Garden Show

Background:

The FORX Builder Association has submitted a request to lease the Civic Center Arena for the 2024 Home Design and Garden Show. The proposed rental fee is \$3,750. The agreement allows the association access to the venue from Friday through Monday. No specific additional requirements are needed from the City, and the setup and takedown procedure for Parks staff will closely resemble that of the Arts and Crafts show.

Recommendation:

Seeking approval of the rental agreement with the FORX Builders Association 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 (hereinafter the "User") on whose behalf the "Agreement" is being made are responsible for compliance with this agreement. All User'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/Location of Facility/Property): 300 15th St NE
East Grand Forks, MN 56721
Room/Area of Use Rented: Arena Dry Floor and all support/auxiliary areas

The RENTAL FEE and consideration to be paid by the User shall be as follows:
Rental Fee sum of **\$3,750** for the following dates.

Rental dates: Civic Center for the dates of April 19th, 20th, 21st & 22nd, 2024
- Friday, April 19th; 8:00 a.m. to 8:00 p.m. (*Event set up*)
- Saturday, April 20th; 8:00 a.m. to 8:00 p.m. (*show hours 10:00a.m. to 6:00 p.m.*)
- Sunday, April 21st; 8:00 a.m. to 8:00 p.m. (*Event takedown/clean up*)
- Monday, April 22nd; 8:00 a.m. to 12:00 p.m. (*Final cleanup*)

2. USER INFORMATION

Organization Name: FORX Builders Association
Address, City, State, Zip: 519 DeMers Ave, Grand Forks, ND 58201
Contact name/title: Dylan Young, Executive Officer
Email: info@forxbuilders.com
Daytime Phone: 701-746-4536

Specific Use/Special Conditions included in the rental agreement are as follows:
USER is authorized to host the Home Design and Garden Show. Participants will visit different vendor booths for home design, decorating, landscaping, lawn equipment and workshops.

1. General use of Public Address sound system
2. Folding tables (limited quantity available)
3. Regular janitorial services during event
4. Limited electricity on arena floor of Civic Center

IT IS UNDERSTOOD RENTAL RATE DOES NOT INCLUDE:

1. Vendor station set-up
2. Refrigerated Food/beverage storage
3. Folding chairs
4. Janitorial service beyond normal clean up
5. Security/ticket management

A. **This agreement**, made and entered into this _____ day of November 2023 by and between the City of East Grand Forks, a municipal corporation, acting by and through its Superintendent of Parks & Recreation and the “User” FORX Builders Association (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. No alcoholic beverages shall be sold by USER or the vendors upon the premises, unless authorized by City Council.

D. User shall perform routine pick up after its use of the rented FACILITY, ensuring equipment is cleaned and returned to its original stored location. All garbage shall be placed in the appropriate receptacles as determined by the CITY. If Facility is not cleaned/restored to its original condition, at the sole satisfaction of the CITY, the User agrees to pay CITY for any and all costs the City incurs for additional necessary clean-up.

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 Civic 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 follow any Local, State, or Federal COVID-19 or other public health/pandemic related restrictions, if any are imposed at the time of the event and will enforce said conditions at the event. CITY reserves the right to cancel/postpone the rental as needed to comply with any Local, State, or Federal pandemic related restrictions.
- N. 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.
- O. User is responsible for any lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
- P. **Priority of Use/Cancellation Notice.** 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 for the purpose of government restrictions, declared emergencies, natural disasters, or other related events, as it deems necessary. If the City cancels the event for these reasons, the User shall be entitled to a full refund of any rent paid.
The City requires a 30-day cancellation notice for all USER cancellations.
- Q. **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.

R. Special conditions of this Agreement not herein above provided are as follows:
User will take special care not to scratch the paint on the arena floor while moving equipment throughout the building by using rub mats or a like material to protect the floor.

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.

USER ORGANIZATION: LEIGHTON BROADCASTING

BY ITS: Title _____ Signature _____
Print name _____

CITY OF EAST GRAND FORKS

By: _____
Its Mayor

By: _____
Its City Administrator



Accounts Payable

Check Register Totals Only

User: mnelson
 Printed: 11/2/2023 - 2:41 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41444	11/07/2023	ABS001	Absolute Refrigeration, LLC	906.43	0
41445	11/07/2023	ACM001	Acme Electric Companies	129.00	0
41446	11/07/2023	ADV001	Advanced Business Methods Inc	1,034.19	0
41447	11/07/2023	ALL011	Allstream	160.06	0
41448	11/07/2023	ATC001	American Test Center	1,050.00	0
41449	11/07/2023	APP001	Applied Concepts Inc.	5,250.00	0
41450	11/07/2023	AME005	Aramark Uniform Services	497.89	0
41451	11/07/2023	ATV001	Auto Value Grand Forks	425.30	0
41452	11/07/2023	BAK001	Baker & Taylor Co	532.84	0
41453	11/07/2023	BAT001	Batteries + Bulbs	14.99	0
41454	11/07/2023	BER001	Bert's Truck Equipment	601.19	0
41455	11/07/2023	EXT001	Boushee Enterprises, LLC	955.25	0
41456	11/07/2023	CEN001	Center Point Large Print	309.81	0
41457	11/07/2023	CEN006	Century Link	304.37	0
41458	11/07/2023	CIN001	Cintas Corporation No. 2	181.40	0
41459	11/07/2023	COL004	Coldspring Memorial	99.00	0
41460	11/07/2023	COL002	Cole Papers Inc	132.47	0
41461	11/07/2023	COM003	Complete Pest Control Inc	475.00	0
41462	11/07/2023	COP002	Copy Cat Printing	136.00	0
41463	11/07/2023	COU008	Countrywide Sanitation Company	41,261.49	0
41464	11/07/2023	CRO008	Crookston Police Department	5,687.66	0
41465	11/07/2023	DAK004	Dakota Supply Group	6,061.93	0
41466	11/07/2023	DAS001	Dash Medical Gloves	80.00	0
41467	11/07/2023	DEF002	Defense Technologies, LLC	301.03	0
41468	11/07/2023	DEM001	Demco Educational Corp	85.58	0
41469	11/07/2023	DOM001	Domson BG Service	983.24	0
41470	11/07/2023	EGE002	Bobbie Egeland	77.00	0
41471	11/07/2023	ELE004	Electro Watchman, Inc	779.40	0
41472	11/07/2023	FIR003	Fire Safety USA, Inc.	1,746.50	0
41473	11/07/2023	FOR005	Forum Communications Company	795.00	0
41474	11/07/2023	GOP002	Gopher State Lawn Sprinklers	135.00	0
41475	11/07/2023	HAR003	Hart's Auto Supply	1,764.60	0
41476	11/07/2023	ING003	Ingram Library Services	2,801.78	0
41477	11/07/2023	INT013	Interstate Billing Service	2,180.74	0
41478	11/07/2023	IVE001	Iron Valley Equipment & Manufacturi	1,743.99	0
41479	11/07/2023	JOH026	Johnson Controls	2,329.84	0
41480	11/07/2023	KIE001	Kiesler Police Supply, Inc.	741.00	0
41481	11/07/2023	LEA008	League of Minnesota Cities Insurance	1,000.00	0
41482	11/07/2023	LEI001	Leighton Broadcasting	120.00	0
41483	11/07/2023	HAR081	Local Ace	109.52	0
41484	11/07/2023	HAR086	Local Ace	42.74	0
41485	11/07/2023	HAR087	Local Ace	162.93	0
41486	11/07/2023	MAG009	Garrett Magner	97.00	0
41487	11/07/2023	MARCD1	Marco Technologies LLC	143.61	0
41488	11/07/2023	MAR008	Marshall and Polk Rural Water System	9.00	0
41489	11/07/2023	MEN001	Menards	154.94	0
41490	11/07/2023	MPO001	Metropolitan Planning Organization	12,848.68	0
41491	11/07/2023	MNH001	MHSRC/Range	635.00	0
41492	11/07/2023	MID001	MidAmerica Books	160.65	0
41493	11/07/2023	MID003	Midcontinent Communications	2,735.79	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41494	11/07/2023	MND020	Minnesota DEED	788.44	0
41495	11/07/2023	MND006	MN Dept of Revenue	629.00	0
41496	11/07/2023	MNM002	MN Municipal Utilities Assoc	4,189.40	0
41497	11/07/2023	MTI001	MTI Distributing Company	214.42	0
41498	11/07/2023	DUA001	Nathan William Dykes	773.00	0
41499	11/07/2023	NEL101	Nelson Auto	159.25	0
41500	11/07/2023	NOR045	NorMinn Industrial, LLC	1,651.69	0
41501	11/07/2023	NOR024	Northland Yard Service	340.35	0
41502	11/07/2023	ORE001	O'Reilly Automotive, Inc.	1,220.98	0
41503	11/07/2023	OPP001	Gregory T Opp	579,767.90	0
41504	11/07/2023	OPS002	Brian & Tara Opsahl	500.00	0
41505	11/07/2023	ORC002	Orchard Oil Company	3,520.00	0
41506	11/07/2023	EXP002	Page 1 Publications, Inc.	260.88	0
41507	11/07/2023	PER005	John Perkerewicz	300.00	0
41508	11/07/2023	PET001	Peterson Veterinary Clinic P.C.	757.79	0
41509	11/07/2023	POL015	Polk County Administrator	75.00	0
41510	11/07/2023	POL008	Polk County Sheriff's Office	2,436.16	0
41511	11/07/2023	POM001	Pomp's Tire Service, Inc	1,396.96	0
41512	11/07/2023	PSD001	PS Garage Doors	149.03	0
41513	11/07/2023	REH001	Jeremy & Danielle Rehling	500.00	0
41514	11/07/2023	RMB001	RMB Environmental Lab Inc	263.54	0
41515	11/07/2023	SAN005	Sanford Health OccMed	30.00	0
41516	11/07/2023	ROT001	Schwingler Enterprises, Inc.	500.00	0
41517	11/07/2023	SIM023	SimplyMaid, Inc	546.25	0
41518	11/07/2023	SKI001	Skinner Roofing	208.21	0
41519	11/07/2023	STO001	Stone's Mobile Radio Inc	15.50	0
41520	11/07/2023	STU001	Stuart's Towing	400.00	0
41521	11/07/2023	SWA002	Swanston Equipment Corporation	649.62	0
41522	11/07/2023	TOT001	Telocin Group, Inc	4,380.33	0
41523	11/07/2023	CHA001	The Chamber of EGF/GF	35.00	0
41524	11/07/2023	PRA005	The Practice Place, PLLC	240.00	0
41525	11/07/2023	THU002	Thur-O-Clean	4,658.50	0
41526	11/07/2023	TRU003	True North Equipment	475.00	0
41527	11/07/2023	UTI001	Utility Logic	1,168.13	0
41528	11/07/2023	VAL004	Valley Golf Association	7,558.98	0
41529	11/07/2023	VER001	Verizon Wireless	275.07	0
41530	11/07/2023	VIL001	Vilandre Heating & A/C	167.46	0
41531	11/07/2023	WAT001	Water & Light Department	68,005.14	0
41532	11/07/2023	WID001	Widseth Smith Nolting & Associates	65,258.70	0
41533	11/07/2023	XCE001	Xcel Energy	2,267.04	0
				<hr/>	
				Check Total:	857,703.55
				<hr/>	