

**AGENDA - AMENDED  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 27, 2023 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. 2050 Street & Highway Element Update – Teri Kouba**
- 2. Discussion on City Administrator Position Process – Liza Donabauer**
- 3. Request for Concrete Replacement by 4<sup>th</sup> Street NE & 8<sup>th</sup> Ave NE – Steve Emery**
- 4. Consider Authorizing Plans & Specifications for City Project No. 5 Sidewalk & Multi-use Trail Extensions – Steve Emery**
- 5. Consider Approving the Hiring of a Police Officer – Mike Hedlund**
- 6. Request for Roof Repairs to Police Department – Mike Hedlund**
- 7. Request to Approve Repairs to VFW Memorial Arena Lobby – Reid Huttunen**
- 8. Discussion on Electric Scooter Licensing & Regulations for Rental Scooters – Ron Galstad**
- 9. Consider Making Billboard by Highway 2 Conforming – Megan Nelson**

**ADJOURN:**

**PLEASE SEE NEXT PAGE FOR CLOSED MEETING AGENDA**

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.

**AGENDA  
OF THE CLOSED MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 27, 2023 – FOLLOWING THE WORK SESSION**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

1. The Closed Meeting is closed pursuant to MN Statute 13D.03 for labor negotiations strategy.

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Wednesday, July 5, 2023 – Council Chambers – 5:00 PM

Work Session – Tuesday, July 11, 2023 – Training Room – 5:00 PM

Council Meeting – Tuesday, July 18, 2023 – Council Chambers – 5:00 PM

Work Session – Tuesday, July 25, 2023 – Training Room – 5:00 PM

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

# Request for Council Action

Date: June 27, 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, Karen Peterson, and Ben Pokrzywinski.

Cc: File

From: Teri Kouba, Senior Planner, The Forks MPO

RE: 2050 Metropolitan Transportation Plan- Street & Highway Element Update

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## **Background:**

Every 5-years the Forks MPO updates their Metropolitan Transportation Plan (MTP). This plan must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development, and sustainability goals for a 20 plus year planning horizon, while remaining fiscally constrained.

The Forks MPO has broken up the plan into three elements. Those elements are:

- The Transit Development Plan- adopted by the MPO Executive Board in December 2022;
- The Bicycle and Pedestrian Plan- currently starting the adoption process; and
- The Street & Highway Plan

Once all three elements are done, or close to being done, they are combined into a cohesive MTP for adoption by the MPO Executive Board and approval by Federal Highway Administration and Federal Transit Administration.

The Forks MPO hired HDR to do the bulk of the plan development and writing. To start they reviewed Federal Guidance and plans that have been carried out since the 2045 MTP was adopted. They have reviewed completed transportation network improvements and the transportation improvement program to understand the existing conditions. The final piece of the puzzle was getting stakeholder and public input on the existing conditions. This happened on November 3, 2022.

All this information helped establish the goals of the MTP. The objectives were established by using the information gathered for the Federal Performance Measures and Targets, as well as the input from the MPO Technical Advisory Committee (TAC).

At the same time the MPO has been working with the Advanced Traffic Analysis Center (ATAC) to update our traffic demand model with new roads and traffic control devices added to the MPO transportation network since the last update. Updated household and employment estimates were added based on the City of Grand Forks and City of East Grand Forks Land Use Plans. There are roads that are expected to be added based on the Transportation Improvement Program (TIP) and where growth will happen by 2050. The newest expected addition to the road network is the 47<sup>th</sup> Ave Interchange on I-29. This gives us the baseline road network condition for 2050.

Using the work that has been done, the next steps to a final plan is:

- Getting input on:
  - Goals and Objectives- did we hear correctly from the previous meeting and do the objectives seem reasonable; and
  - Present strategies that could help congestion from growth- which ones will work for the community.
- Working with partners on:
  - Possible alternative projects
  - Agreeing on cost estimation for projects
  - Establishing reasonable estimates for expected funding
- Work with partners to establish recommendations for priority projects to 2050- Public input will be gathered on what they think of these priorities.
- Work through the approval process to adopt a final plan.

An open house was held on June 21<sup>st</sup> from 4:00 to 6:00 PM, at the Empire Arts Center. We received input on goals, objectives, and strategies at this meeting. The Council and the public can still make comments and give input until July 14<sup>th</sup>, 2023.

For more information please visit: <https://www.gfegfstreets.com/>

#### **Recommendation**

- Informational.

#### **Enclosures:**

- Presentation



Grand Forks - East Grand Forks

METROPOLITAN  
PLANNING ORGANIZATION

# 2050 METROPOLITAN TRANSPORTATION PLAN UPDATE

CITY OF EAST GRAND FORKS UPDATE

JUNE 27, 2023

# AGENDA

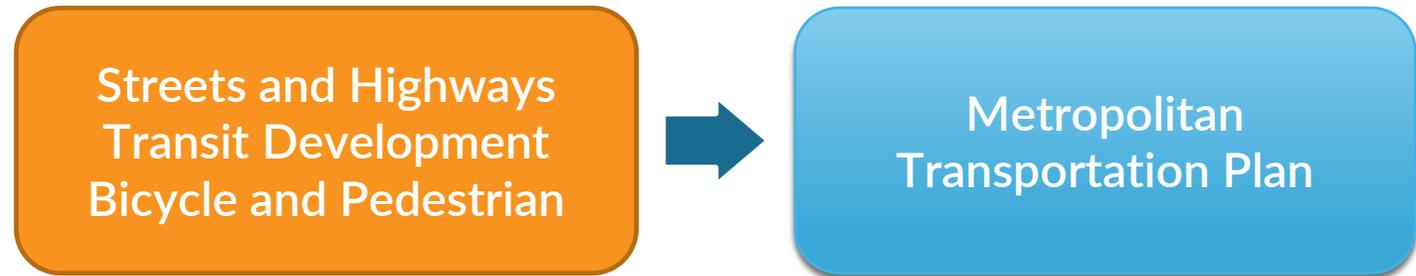
- Progress to Date
- Discussion of Travel Demand Model
- Draft 2050 Traffic Forecasts and Conditions



# INTRODUCTION

Every 5-years the MPO updates their Metropolitan Transportation Plan (MTP), following 49 United States Code (USC) 5303(i), to accomplish the objectives outlined by the MPO, the state, the transit provider, and other partners to the development of the metropolitan area's transportation network.

This plan must identify how the metropolitan area will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region's economic, transportation, development and sustainability goals for a 20+-year planning horizon, while remaining fiscally constrained.



# COMPLETED SCHEDULE

- Review Previous Plans ✓
- Existing Conditions ✓
- Federal Guidance ✓
- Public Meeting in November 2022 ✓



# PUBLIC ENGAGEMENT RESULTS

- November 2022 Engagement Events
  - Stakeholder Discussion
  - Public Open House
- Key Themes
  - Plan should prioritize:
    - Safety
    - Efficiency and Reliability
    - Bicycle and Pedestrian Connections



# GOALS OBJECTIVES

Goal	Description	Objective
<p><b>Efficient and Reliable</b></p> 	<p>Supports the efficient movement of people and goods across a reliable multimodal transportation system</p>	<ul style="list-style-type: none"> <li>• Limit recurring peak hour congestion</li> <li>• Improve travel reliability on the non-Interstate NHS</li> <li>• Maintain high levels of freight reliability on the Interstate and non-Interstate NHS</li> <li>• Identify event management strategies to improve traffic operations during major events</li> <li>• Increase regional mode share for walking, biking, and transit</li> <li>• Leverage emerging transportation technologies to improve operations of the multimodal system</li> <li>• Work to safely and efficiently manage traffic incidents and weather events</li> </ul>
<p><b>Safe</b></p> 	<p>Reduces the risk of harm for all users of the multimodal system</p>	<ul style="list-style-type: none"> <li>• Reduce the number and rate of vehicular crashes</li> <li>• Reduce the number and rate of fatal and incapacitating crashes and support statewide Vision Zero initiatives</li> <li>• Reduce the number and rate of pedestrian and bicycle crashes</li> <li>• Use the Safe Systems approach to facility design</li> <li>• Leverage emerging transportation technologies to improve safety conditions of the multimodal system</li> </ul>
<p><b>Connected and Accessible</b></p> 	<p>Facilitates high degrees of accessibility for system users by providing connections to the destinations they want to go</p>	<ul style="list-style-type: none"> <li>• Increase system connectivity to housing and employment opportunities</li> <li>• Incorporate bicycle, pedestrian, and transit-friendly infrastructure in new developments</li> <li>• Increase bicycle, pedestrian, and transit access for disadvantaged populations</li> <li>• Improves multimodal network connectivity to enhance viability of biking and walking modes</li> <li>• Reduce barriers to freight access and mobility</li> <li>• Identify strategies to improve system connectivity during train crossing events</li> </ul>

# GOALS OBJECTIVES - CONTINUED

Goal	Description	Objective
<p><b>Preserved and Maintained</b></p> 	<p>Maintains the existing system in a state of good repair</p>	<ul style="list-style-type: none"> <li>• Preserve the condition of Interstate and non-Interstate NHS routes rated as being in Good condition</li> <li>• Minimize the mileage of Interstate and non-Interstate NHS routes rated as being in Poor condition</li> <li>• Preserve the condition of NHS bridges rated as being in Good condition</li> <li>• Minimize the number of NHS bridges rated as being in Poor Condition</li> <li>• Identify financial and human resources to support the maintenance of critical transportation facilities</li> <li>• Maintain and manage the condition of transit assets, including vehicles, equipment, and transit facilities</li> </ul>
<p><b>Sustainable and Resilient</b></p> 	<p>Reduces and/or eliminates negative impacts on environmental resources associated with the multimodal system while investing in improvements that enhance system resiliency associated with natural environmental events</p>	<ul style="list-style-type: none"> <li>• Implement transportation improvements that limit negative impacts on the natural and built environment</li> <li>• Distribute the benefits and impacts of transportation equitably</li> <li>• Implement transportation improvements that enhance system resiliency</li> <li>• Limit negative transportation impacts on neighborhoods</li> <li>• Ensure that new construction and reconstruction of transportation infrastructure is designed to prioritize longevity, minimize carbon emissions, and use renewable resources.</li> </ul>

# BASELINE CONDITIONS PROGRESS

## Completed



### Safety

- Crash Hot Spots
- Regional Summary



### Traffic Operations

- Summarize LOS from Detailed Studies
- Regional V/C Analysis Where Detailed Studies Aren't Available
- Reliability Analysis



### Pavement and Bridge

- Reviewing pavement data
- Reviewing National Bridge Inventory Data



### Road Network

- Functional Classification Review



### Environmental Baseline

- Assemble Data
- Identify Constraints

## In Draft Form



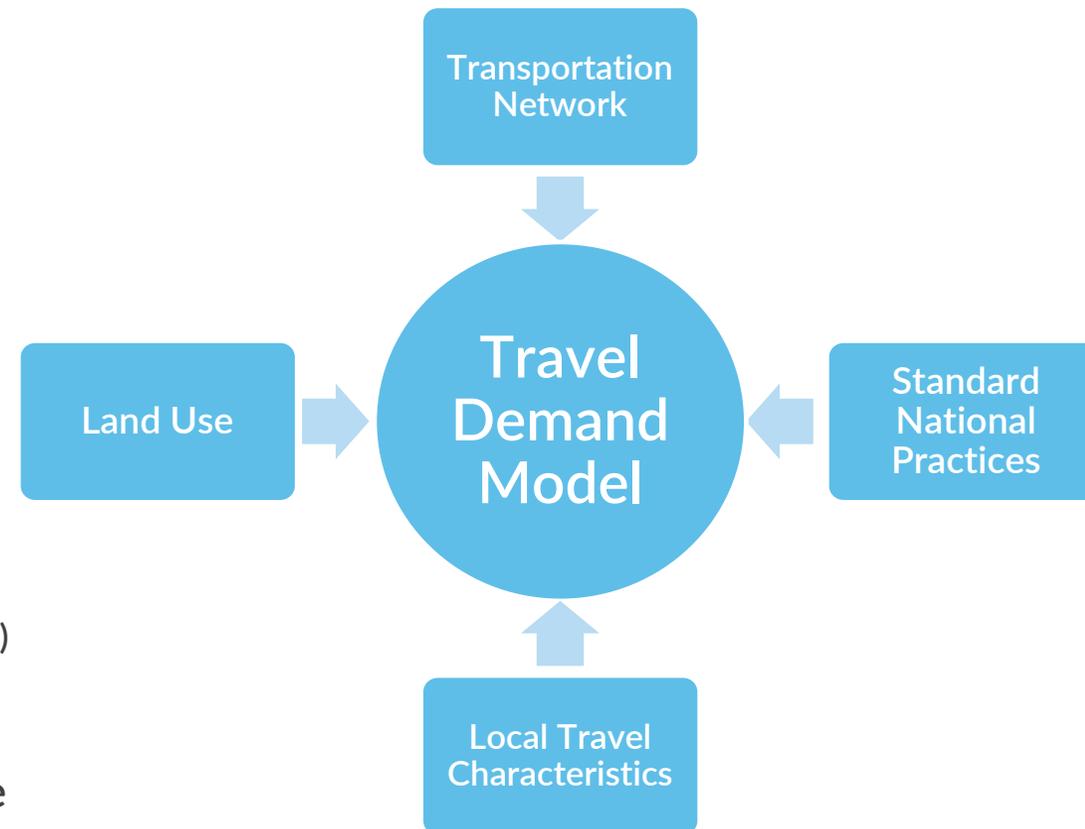
### Future Conditions

- Traffic Forecasts
- Future Congestion

# GRAND FORKS-EAST GRAND FORKS MPO TRAVEL DEMAND MODEL



- The Travel Demand Model (TDM) is a Decision-Making Tool
- It Attempts to Simulate Local Travel Conditions based on:
  - Transportation Network Conditions (Streets and Highways)
  - Land Use Locations (Numbers of Homes, Jobs, and Services)
- The TDM Uses Standard Procedures Tailored to Local Conditions in GF/EGF
- The TDM Can Help Inform “What If?” Scenarios
  - Changes to Development Patterns / Future Conditions
  - Changes to Transportation System (New Streets, Interchanges, and Bridges)
- MPO Staff Create the Land Use Inputs for Future Years
- Advanced Traffic Analysis Center (ATAC) at NDSU Builds the Model

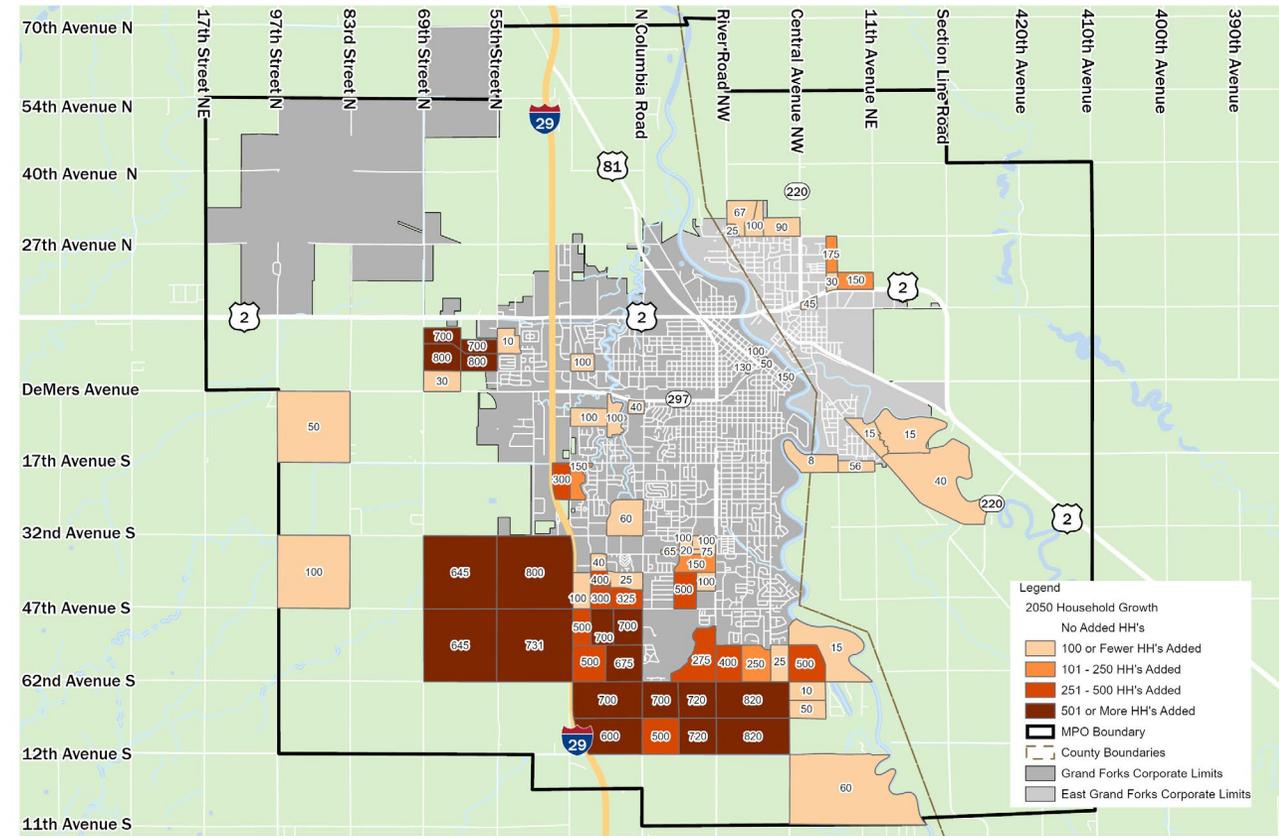


# GROWTH IN MPO AREA HOUSEHOLDS 2020 - 2050



Household Type	Grand Forks		East Grand Forks		MPO Area	
	2020	2050	2020	2050	2020	2050
Total Households	26,994	48,563	4,303	4,912	31,297	53,475

Household Growth	Grand Forks	East Grand Forks	MPO Area
Total Growth	21,569	609	22,178
Percent Growth	79.9%	14.2%	70.9%
Compound Annual Growth	2.0%	0.4%	1.8%

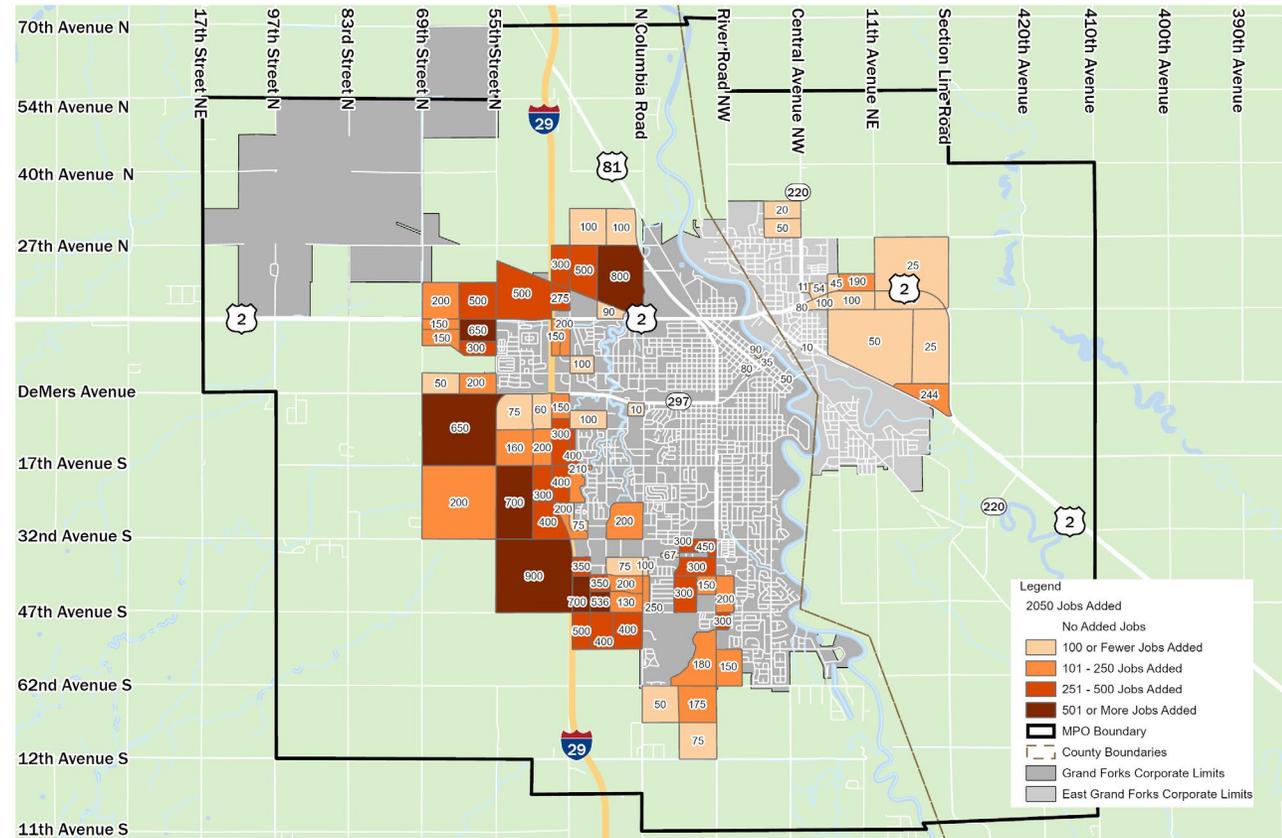


# GROWTH IN MPO AREA EMPLOYMENT 2020 - 2050

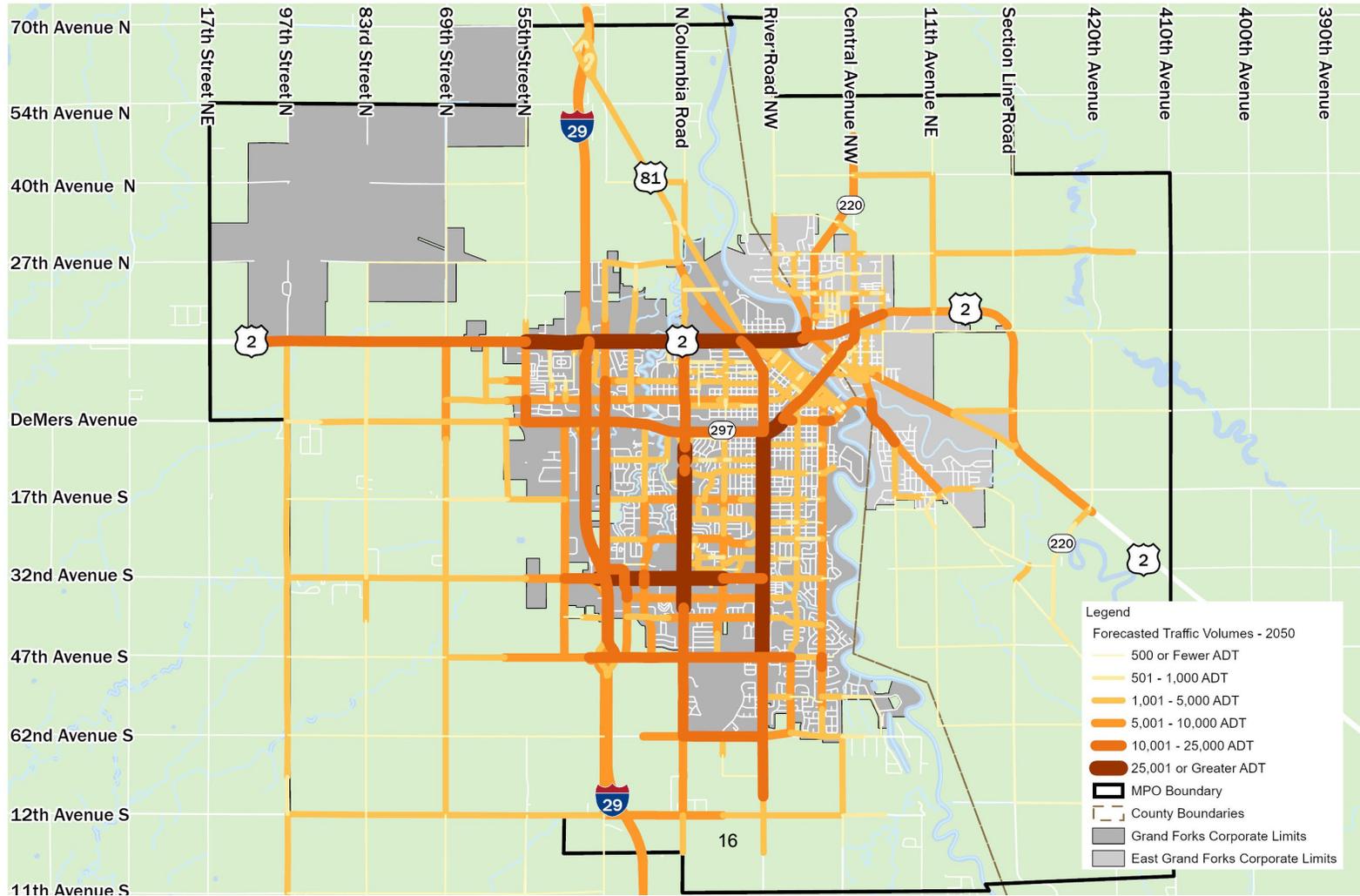


Employment Type	Grand Forks		East Grand Forks		MPO Area	
	2020	2050	2020	2050	2020	2050
Total Jobs	34,728	53,018	3,816	4,919	38,544	57,937

Job Growth	Grand Forks	East Grand Forks	MPO Area
Total Growth	18,290	1,103	19,393
Percent Growth	52.7%	28.9%	50.3%
Compound Annual Growth	1.4%	0.8%	1.4%

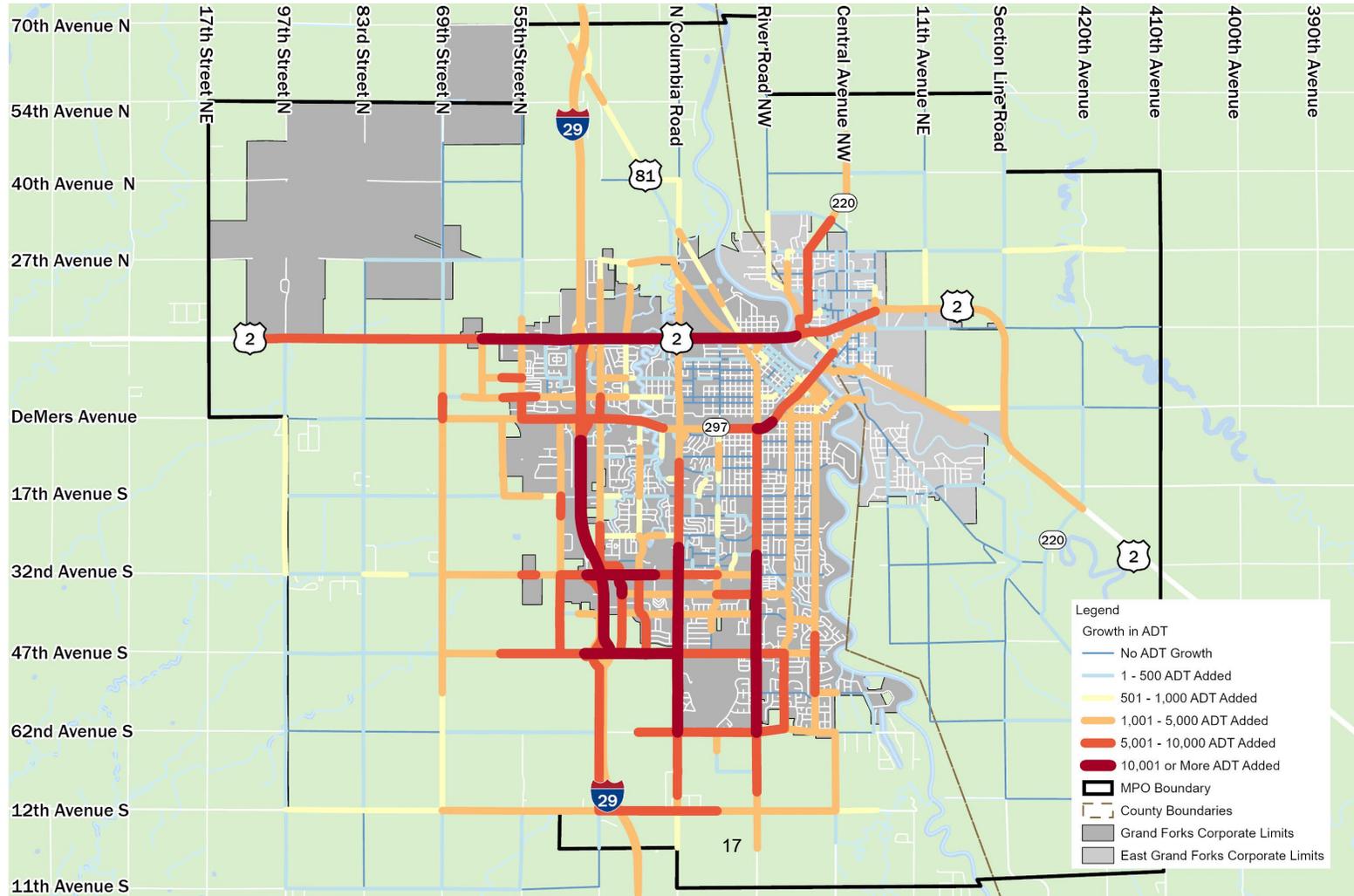


# MPO AREA FORECASTED TRAFFIC LEVELS FUTURE YEAR 2050



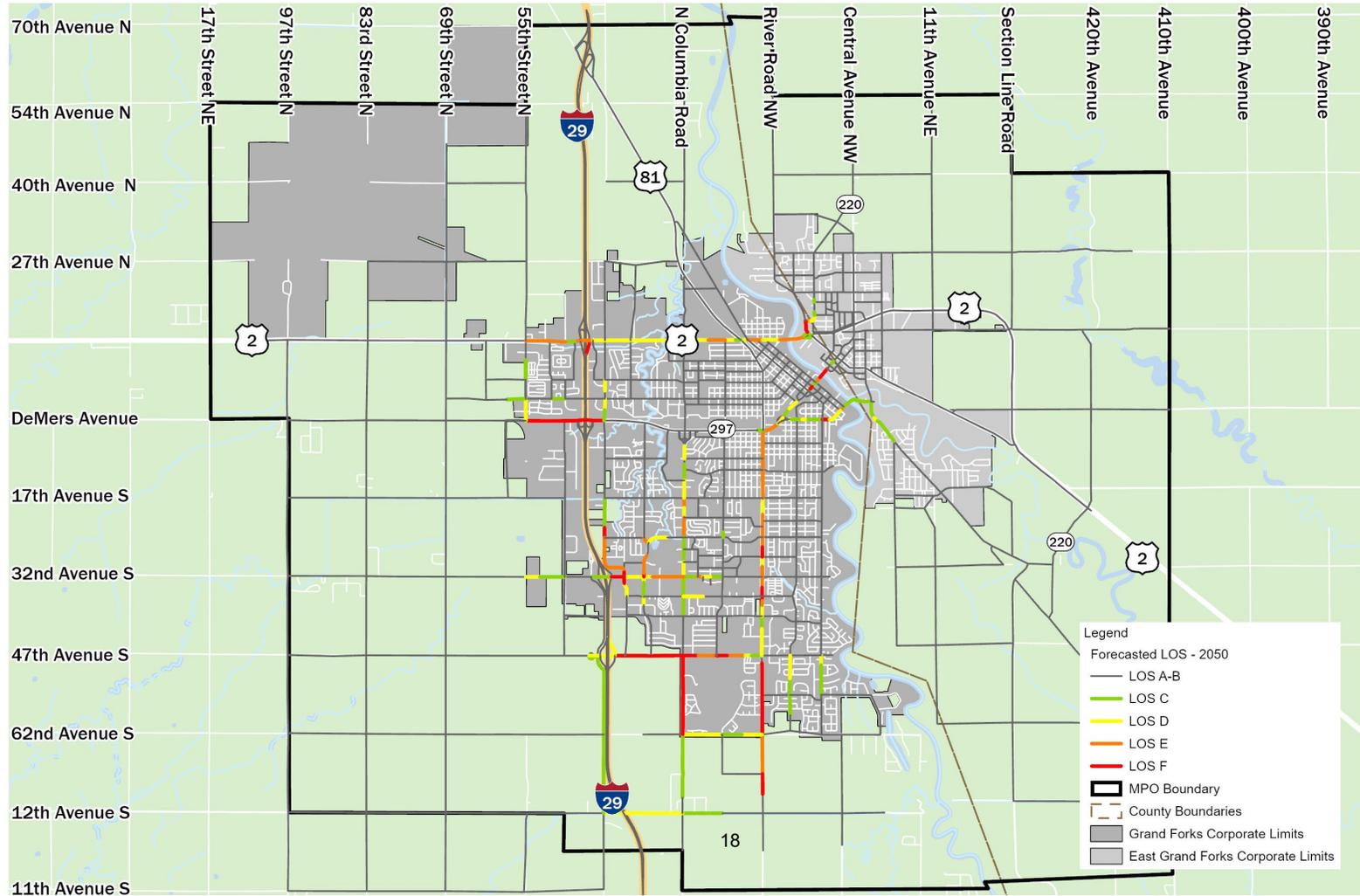
\* Draft

# MPO AREA FORECASTED TRAFFIC GROWTH FUTURE YEAR 2050



\* Draft

# MPO AREA FORECASTED LEVEL-OF-SERVICE FUTURE YEAR 2050



\* Draft

# 2050 STREET AND HIGHWAY PLAN SCHEDULE

Alternatives Analysis	Now - July 2023	← Open House 2 (June 21 <sup>st</sup> )
Financial Plan	Now - Aug 2023	
Recommendations	Aug / Sept 2023	
Draft Plan	Oct 2023	← Open House 3
Final Plan Adoption	Dec 2023	



# QUESTIONS?

- Thank you!

- Public Input end July 14th:

Information can be

found at:

[www.gfegfstreets.com](http://www.gfegfstreets.com)

# Request for Council Action

Date: June 22, 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: Folsom Farms – Concrete Replacement – 4<sup>th</sup> St & 8<sup>th</sup> Ave NE

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**Background:**

Folsom Farms has requested some additional concrete replacement on 8<sup>th</sup> Ave NE to be removed and replaced as part of the 4<sup>th</sup> St NE paving project. Removal and Replacement of this additional concrete would allow for raising of a storm area inlet that is in the middle of the intersection thus minimizing a fairly substantial dip in the street which has been there for years. Most of this additional work would be out of the city street right of way as 8<sup>th</sup> Ave NE was vacated a few years ago. Opp Construction has provided a cost estimate to complete the additional work which is attached. Folsom Farms is asking the City to consider adding the cost of this work to their Special Assessments

**Funding:**

Folsom Farms – Special Assessments

**Recommendation:**

No recommendation.

**Enclosures:**

Quote from Opp Construction  
Plan Sheet showing location of proposed work.



P.O. Box 13530  
Grand Forks, ND 58208-3530  
Business - 701.775.3322  
Fax - 701.795.7020

## PROPOSAL

**Folson Farms  
East Grand Forks, MN 56721**

June 13, 2023

Opp Construction is pleased to offer the following pricing on the aforementioned project.

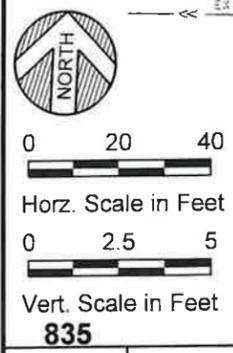
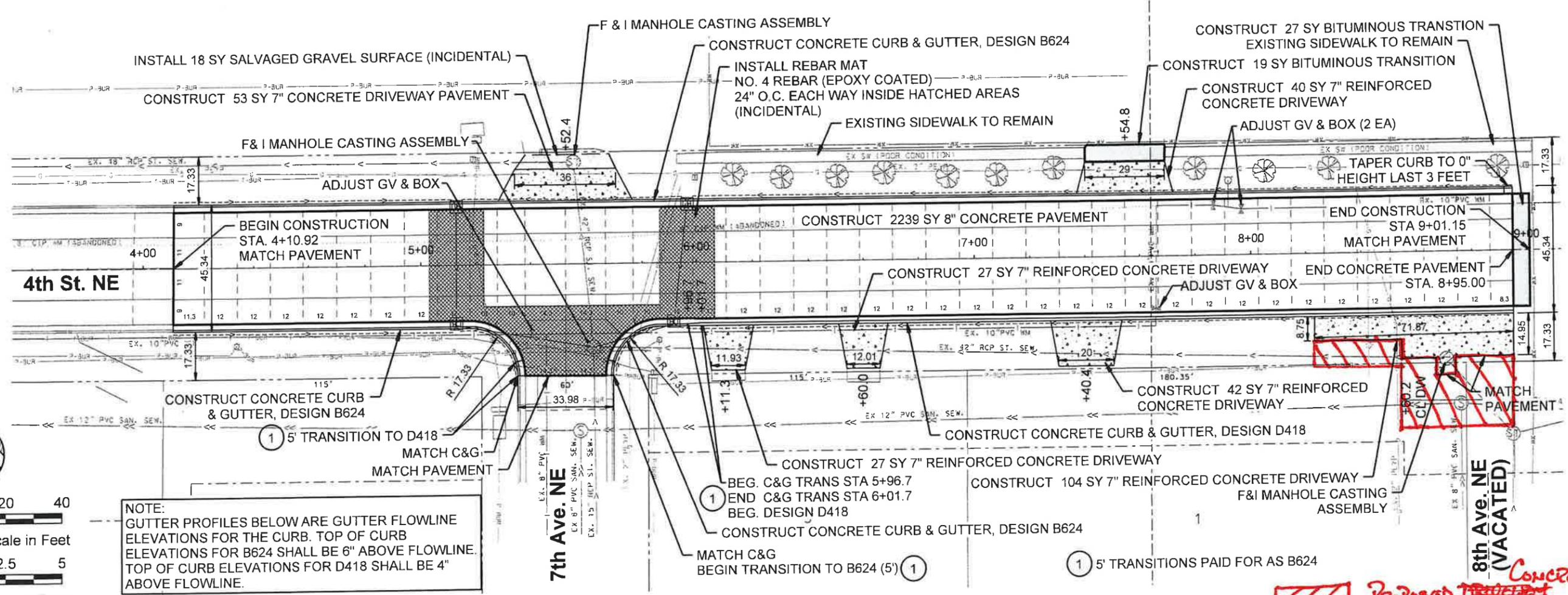
Item No.	Description	Total
	Remove and Replace driveway	
	- 7 inch reinforced concrete	
	- 6" Aggregate Base Course	
	- Install new sanitary manhole casting	
	<del>- Raise and install new storm areas drain (Casting and Chimney Seal)</del>	
		<del>\$ 39,600.00</del>
		\$ 38,100.00

Notes:

- This proposal shall be incorporated into our contract or agreement.
- Proposal is based on the same design and materials as the city project. Cost savings may be available with different design details (Aggregate thickness, concrete thickness, etc....)
- Assumes work will be performed while constructing 4th Ave.
- Final payment is due upon completion.

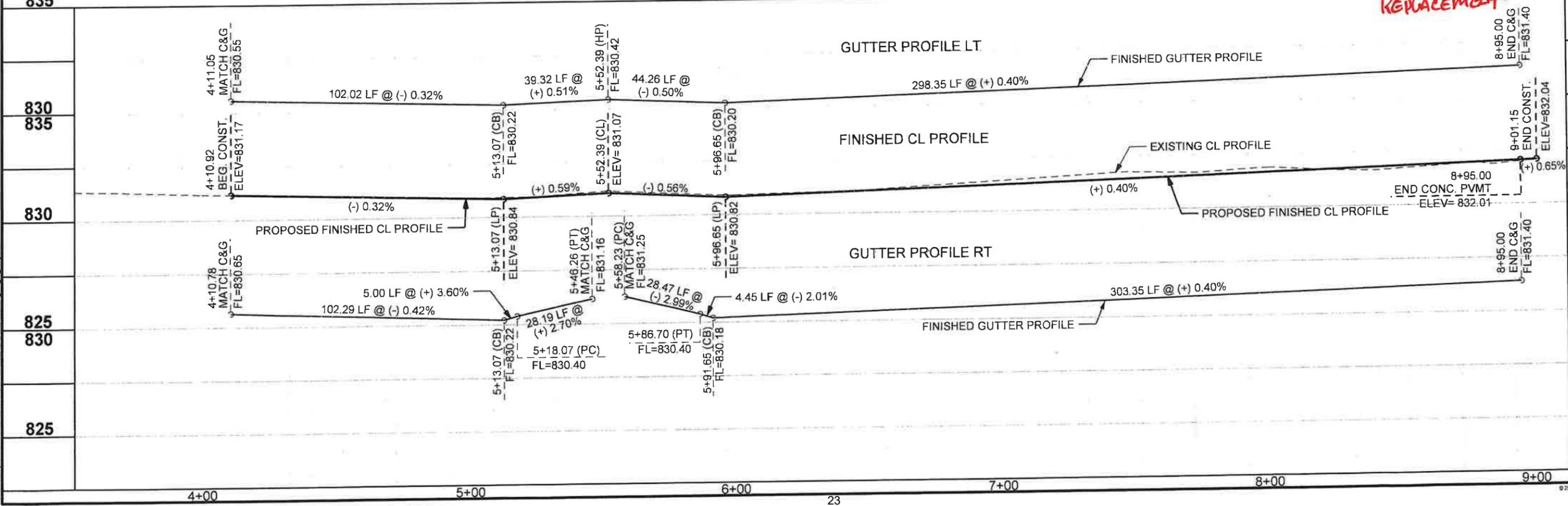
Exclusions:

- Private Utility locations and permits must be provided by others.



NOTE:  
GUTTER PROFILES BELOW ARE GUTTER FLOWLINE ELEVATIONS FOR THE CURB. TOP OF CURB ELEVATIONS FOR B624 SHALL BE 6" ABOVE FLOWLINE. TOP OF CURB ELEVATIONS FOR D418 SHALL BE 4" ABOVE FLOWLINE.

**Proposed Concrete Replacement**



MODEL: D:\a\p\...  
DATE: 1/18/2023

# Request for Council Action

Date: June 22, 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: Authorization to Prepare Plans & Specifications  
 2023 City Project No. 5  
 Sidewalk & Multi-Use Trail Extensions  
 S.P. 119-090-007  
 East Grand Forks, Mn

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**Background:**

The City of East Grand Forks has received funding through the Carbon Reduction Program (CRP) to help fund the construction of sidewalks and multi-use trails along 5<sup>th</sup> Ave and 4<sup>th</sup> St NW (See attached drawing). Funding will be administered through MNDOT which will require MNDOT review and approval prior to bidding.

**Estimated Project Costs:**

Construction:	\$81,592.00
Plans / Specifications (10%):	\$8,159.20
Staking / Inspection (10%):	\$8,159.20
Construction Contingencies (10%):	<u>\$8,159.20</u>
<b>Total Project Cost</b>	<b>\$106,069.60</b>

**Funding:**

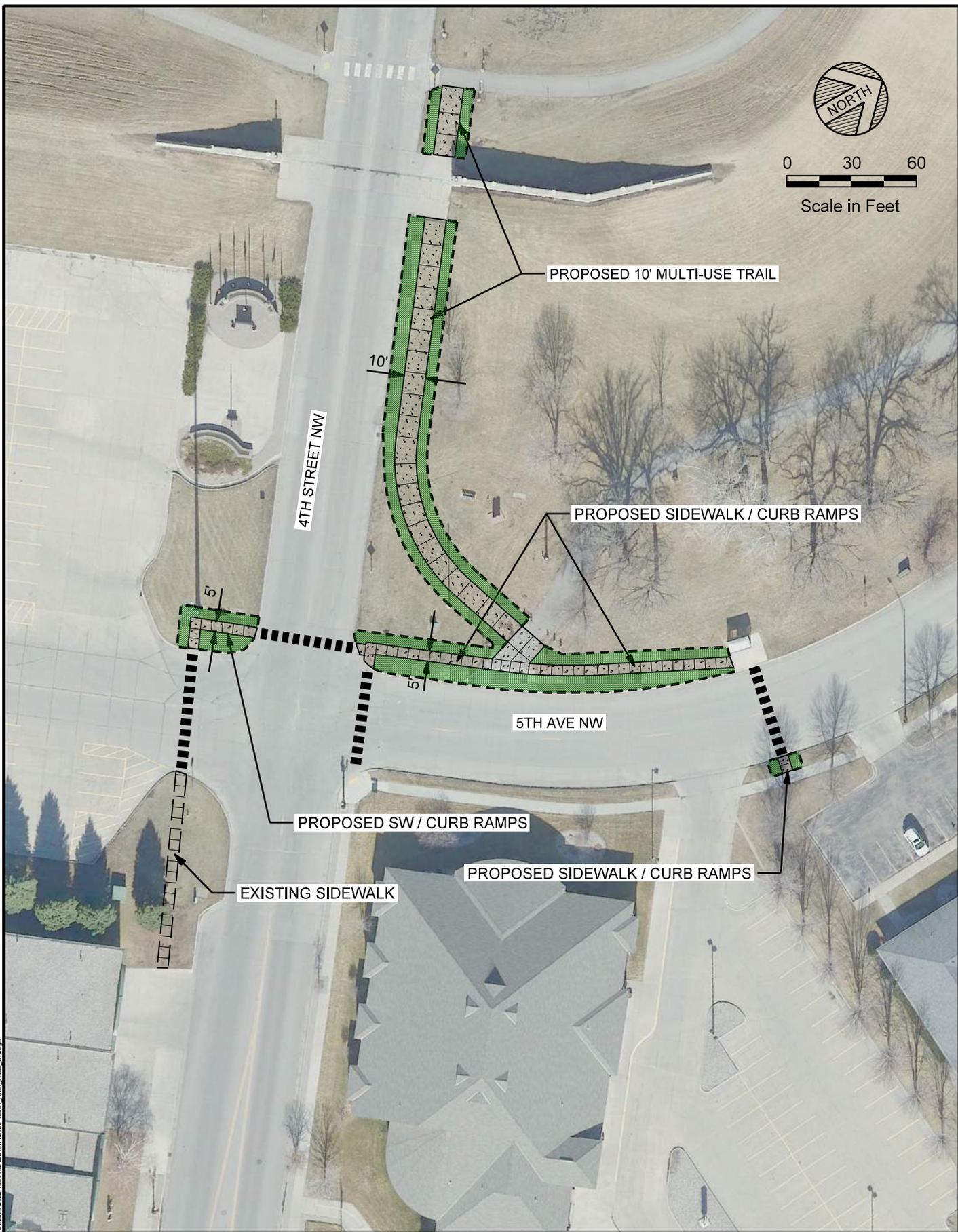
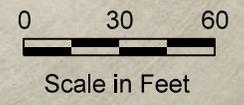
Carbon Reduction Program: \$35,020.00 Grant  
 State Aid Maintenance: \$71,049.60

**Recommendation:**

Authorize Widseth to prepare plans and specifications

**Enclosures:**

Concept Plan Drawing



**WIDSETH**  
 ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

DATE: 10/05/22  
 SCALE: AS SHOWN  
 DRAWN BY: RAB  
 CHECKED BY: SRE  
 JOB NUMBER: 25 2022-10054

CITY OF EAST GRAND FORKS  
 PROPOSED SIDEWALK & RAMPS  
 EAST GRAND FORKS, MINNESOTA  
 PROJECT LOCATION MAP

SHEET NO.  
**C1.0**  
 SHEET OF

10/12/2022: City of East Grand Forks-253568-2022-10054\CADD\Civil\2022-10054\_River\_Road\_SW.dgn

# Request for Council Action

Date: 6/21/2023

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 S. Hedlund – Chief of Police

RE: Request to Hire Vanessa Richter for the Position of Police Officer

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**Background:** The East Grand Forks Police Department has conducted a hiring process and are requesting the approval to hire Vanessa Richter for the position of Police Officer. The Department is currently two officers short, and Ms. Richter will fill one of those positions. Ms. Richter has completed all phases of the Background. Her start date is tentatively scheduled for July 10, 2023 pending Council approval. Ms. Richter has eight years of experience with the Grand Forks Police Department and was a Corporal with the GFPD. During her time with the GFPD she also served as the Regional Bomb Squad Commander and a law enforcement instructor in a variety of topics. Ms. Richter worked for the Harvey, ND Police Department for a short time before being hired by the GFPD. Since she left the GFPD she has worked as a part-time officer with the University of North Dakota Police Department. Based upon her extensive and varied experience we are requesting that Ms. Richter be hired at Step 5 of the 2023 Wage Scale.

**Recommendation:** That the East Grand Forks City Council authorize the hiring of Vanessa Richter as a Police Officer at Grade 15 Step 5 of the 2023 Wage Scale at a date to be determined (tentatively July 10, 2023).

**Enclosures:** None.

# Request for Council Action

Date: 6/22/2023

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: Police Building Roof Repairs

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**History:** In late 2021 the City of East Grand Forks had the roofs of all city buildings examined by a company called Roof Spec, Inc. Based upon that examination, Roof Spec, Inc. provided a list of recommended work that they felt should be completed on the roof at the Police Department. A copy of this report is available if any council member would like to see it. I have since been in touch with Tecta America Dakotas Roofing and Sheet Metal Services regarding this potential project. Tecta has provided us with a quote to complete these repairs with the total cost of the project being \$10,926.00.

**Financial Impact:** Funding for this project would come from the Building Maintenance Fund.

**Recommendations:** That the EGF City Council approve the completion of the roof repair project at the East Grand Forks Police Department as described in the Tecta quotation dated June 20, 2023.

**Attachments:** Quotation from Tecta America Dakotas Roofing and Sheet Metal dated June 20, 2023.

**B013107**

1810 North 6 <sup>th</sup> Street PO Box 12878 Grand Forks, ND 58208 Office: 701.775.5369 Fax: 701.775.2419	205 42 <sup>nd</sup> Street SE, Ste. 100 Minot, ND 58702 Office: 701.838.5945 Fax: 701.838.5864	2315 7 <sup>th</sup> Avenue North Fargo, ND 58102 Office: 701.232.7330 Fax: 701.232.5298	105 7 <sup>th</sup> Avenue SE Jamestown, ND 58401 Phone: 701.252.2403 Fax: 701.775.2419	213 Riverwood Ave SE Mandan, ND 58554 Phone: 701.663.8972	314 5 <sup>th</sup> Street SE Devils Lake, ND 58301 Office: 701.662.8137 Fax: 701.662.3190
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Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

<b>TO</b>	City of East Grand Forks Attn: Michael S. Hedlund 600 DeMers Avenue NW East Grand Forks, MN 56721	<b>DATE</b>	June 20, 2023
		<b>PROJECT</b>	EGFPD Roof Repairs 520 DeMers Avenue
		<b>LOCATION</b>	East Grand Forks, MN 56721

**WE ARE PLEASED TO QUOTE ON THE FOLLOWING**

**SCOPE OF WORK**

- Set up safety to comply with OSHA standards
- Remove existing capped curbs, membrane, and flashings (3 EA)
- Patch deck openings with flat stock metal
- Backfill curb opening with iso insulation to match existing roof system
- Install EPDM membrane and associated flashings over repair area
- Apply sealant to seams and edges of patch
- Fabricate and install pitch pans as necessary for lines that penetrated curbs
- Install pipe boots as necessary
- Install stack flashings (8 EA)
- Patch open scupper flashing (1 EA)
- Repair detached flashing in corner (1 EA)
- Remove and dispose of roofing related debris upon completion

**All of the above listed work will be provided for the sum of ..... \$10,926.00**

**Exclusions:**

1. Pipe supports of any kind
2. Pipe insulation

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

By \_\_\_\_\_  
 (Authorized Signature)

Tecta America Dakotas LLC  
 By   
 Josh Lundblad

## TERMS AND CONDITIONS

Nature of Work, Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof, Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process, Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

INITIALS \_\_\_\_\_

**City of East Grand Forks**

**Building Maintenance Fund**

Balance 12-31-21 289,069

**2022**

**2022 transfer in** 350,000

Senior Center Awning -Roof (16,200)

Senior Center lighting (1,629)

Library roof repairs (2,696)

Fire #1 Roof replacement (524,636)

Roof repairs inspect (1,150)

Sales tax project bond info (28,657)

Estimated Balance 12-31-22 64,101

**2023**

**2023 transfer in** 350,000

Fire #1 Roof retainage (26,227)

Fire # 2 Facility Assessment (10,000)

Stauss Park lighting (7,800)

Stauss Park Fencing (12,200)

SH Softball fields (13,340)

Library Roof Repairs (34,750)

Sand salt shed concrete (64,000)

Park shop LED shop (10,000)

Park Shop furnace/AC (15,490)

Senior Center HVAC (120,000)

BLA Benches, flooring (35,764)

BLA new East Door (9,000)

LaFave picnic shelters (35,000)

**ROOF REPAIRS REPORT** (20,000)

Estimated Balance 12-31-23 531

## 2024

<b>2024 transfer in</b>	350,000
City Hall Roof	(344,960)
Nash Park ADA	(15,000)
<b>Parks Project Planning/sales tax</b>	<b>(85,000)</b>
Blue Line Arena Doors	(12,500)
Estimated Balance 12-31-24	<u><u>(106,929)</u></u>

## 2025

<b>2025 transfer in</b>	350,000
Fire Station #2 Roof	(225,000)
VFW Arena Signage	(15,000)
Estimated Balance 12-31-25	<u><u>3,071</u></u>

## 2026

<b>2026 transfer in</b>	350,000
City Hall window caulking	(20,000)
Estimated Balance 12-31-26	<u><u>333,071</u></u>

## 2027

<b>2027 transfer in</b>	350,000
Estimated Balance 12-31-27	<u><u>683,071</u></u>

# Request for Council Action

Date: June 27, 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: Reid Huttunen, Parks & Recreation

RE: Request to approve repair estimate for VFW Memorial Arena Front Lobby

**Background:**

In March 2023, the front lobby roof of the VFW Arena sustained damage due to the snow/ice load on the roof. Adam Cariveau Construction and Triple J Construction responded on an emergency basis to build a temporary wall in the space, and Park & Rec staff worked to safely remove the snow load from the roof. This quick response greatly reduced the total potential damage to the facility, but there are still interior damages that need to be repaired.

I have worked with the League of MN Insurance Trust, Adam Cariveau Construction & Triple J Construction, and Widseth's structural engineer to come up with a plan that will repair the damage, including additional support to limit potential for future failure, and at a repair estimate approved by the League insurance.

Total estimate for the proposed work, including subcontractors is \$56,235.00

**Additional work scope:** While this work is being completed, I've asked for a price to replace all the fluorescent lighting in the remaining lobby space with LED Lights. Eagle Electric is preparing a price estimate for this work, but it has not been received yet. We do not expect this total to exceed \$5,000.

I would recommend completing the complete LED retrofit as part of this project, and use building maintenance funds for the portion that would not be covered by insurance.

**Budget Impact:**

The City insurance deductible on this claim is \$1,000. That would be the total amount owed on the \$56,235 repair estimate.

Additional LED Retrofit would be paid for with building maintenance funds.

**Recommendation:**

Approve estimate for repairs from Adam Cariveau Construction.

**Enclosure:**

Estimate from Adam Cariveau Construction



NEW CONSTRUCTION, REMODEL AND MORE!

## Estimate for Services

Description of Services	VFW Arena lobby ceiling	Amount
<p>To demo the roof above concession window, build temp walls, jack the ceiling joist straight, remove the damaged ledger board and replace it with a new one and re anchor it and re hang all the joist. Insulate the ceiling with a 6" and a 3" batt and install new poly.R &amp; R the 2 exhaust fans that were ripped down and soaked with water. Then install the cedar nickel gap on the ceiling. Also to add angle iron support under the new ledger to help prevent failure again. RE paint the walls to cover old paint and marring from Elec conduits being ripped down.</p>		
<b>Materials</b>	Lumbermart cedar, insulation & poly, lumber, anchors etc....	\$ 14,045.00
	GF Welding iron	\$ 350.00
	R & R 2 exhaust fans and inspect roof curbs and make new duct work.	\$ 2,200.00
<b>Subs</b>	Eagle electric fix electrical	\$ 8,368.00
	DR Hilde Paint walls	\$ 1,800.00
<b>Labor</b>		\$ 19,500.00
<b>Permit</b>		\$ 600.00
<b>10% Profit</b>		\$ 4,686.00
<b>10% Overhead</b>		\$ 4,686.00
<b>Total Estimate Amount</b>		\$ 56,235.00

*AdAM Cariveau*

Signature

6-15-23

Date

**701.739.6944 23424 430TH AVENUE SW EAST GRAND FORKS. MN 56721**

**15+ YEARS OF EXPERIENCE LICENSED / BONDED IN MINNESOTA AND NORTH DAKOTA**

# Request for Council Action

Date: 06/23/23

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: Request for Direction on Electric Scooter Ordinance

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Mr. Galstad would like to discuss electric scooter licensing and regulations for rental scooters because he would like direction from the Council on some of the items such as if there will be areas that would not be allowed, if they can or cannot be on sidewalks, if they can be used on the greenway trails, etc.

Included in the packet is the Grand Forks Ordinance and the sample ordinance from Bird Rides Inc.

## **ARTICLE 13. LICENSING AND REGULATION OF ELECTRIC SCOOTER RENTAL SYSTEMS**

### **21-1300. Purpose and intent.**

The City of Grand Forks seeks to provide alternative and active transportation options to its citizens and visitors; to provide for flexibility in trip origins and destinations through the use of electric scooter rental systems; enhance the opportunities for participation in leisure, entertainment and recreational pursuits within the city; and provide overall benefit to the public while protecting the public interest by setting out terms and conditions for the operation of electric scooter rental systems within the City of Grand Forks.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1301. Definitions.**

The following terms, as used in this article, shall have the following meanings:

- (1) *Electric scooter.* A vehicle consisting of a front wheel and a back wheel with a platform/foot board in-between the wheels on which the operator stands, with an upright steering bar with handlebars attached to the front wheel, and which is powered by an electric motor and be able to be propelled to a speed of at least ten (10) mph but no more than fifteen (15) mph.
- (2) *Electric scooter rental operator.* Any person, firm, corporation or other entity that owns and/or operates an electric scooter rental system.
- (3) *Electric scooter rental system.* A business, system or service for rentals of electric scooters, helmets or similar electric scooter rental-related merchandise that is made available for rent for public use, generally for short periods of time or for point-to-point trips, and may include docks or stations for storing electric scooters when not in use.
- (4) *Customer.* A person that rents or uses an electric scooter from an electric scooter rental operator.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1302. Permit required; non-exclusivity; regulatory power of the city council; non-transferability.**

- (1) No person, firm, corporation or other entity shall operate or allow to be operated any electric scooter rental system within the City of Grand Forks without first having obtained a permit under the provisions of this article.
- (2) No permit granted by the city shall be exclusive.
- (3) All electric scooter rental operators and all permits granted under this article for an electric scooter rental system shall be subject to the rules and regulations promulgated by the city council in the enacting ordinance and any other ordinance applicable thereto.

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- (4) No permit granted under this article for an electric scooter rental system shall be assigned or transferred without first making application to and receiving the approval of the city council.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1303. Qualifications for permit.**

Any person over the age of eighteen (18) years or any firm, corporation or other entity authorized to do business in the State of North Dakota may own and/or operate an electric scooter rental service upon application and approval of the permit as provided herein and the payment of all fees and costs. All applicants must comply with and observe all provisions of this article.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1304. Application for permit.**

Any person, firm, corporation or entity desiring to engage in an electric scooter rental business within the city shall first make application to the city auditor and shall file with such application all fees hereinafter provided for, and shall also file proof of liability insurance herein required. Each submitted application shall be on a form prescribed by the city auditor and shall contain all of the following information:

- (1) Name and form of business of the electric scooter rental operator.
- (2) The name, phone number, street address (and mailing address if different) of the electric scooter rental operator's agent for service of legal process.
- (3) The total fleet size the electric scooter rental operator intends to deploy, not to exceed the maximum number described in City Code section 21-1310(15), within the permit term including the number of electric scooters intended to be deployed upon permit application approval.
- (4) A photographic image or visual representation of each type of electric scooter to be employed as part of the electric scooter rental operator's electric scooter rental system.
- (5) A description of the internet-enabled mobile device application to be used by customers to register membership or to use, pay for, lock and unlock each electric scooter.
- (6) A plan for the electric scooter rental operator to maintain each electric scooter in a safe and operable condition, and to recover and repair electric scooters discovered or reported to be unsafe and/or inoperable before redeployment.
- (7) A plan for the electric scooter rental operator to rebalance or relocate electric scooters.
- (8) A detailed implementation plan with a map that identifies the location and service areas that will be used by the electric scooter rental operator. This plan must be approved by the city administrator or his/her designee before approval of the permit application.
- (9) A plan for educating customers on proper electric scooter parking.
- (10) A plan for educating customers on the safe use of an electric scooter and knowledge and compliance with all applicable laws.
- (11) A document executed by the electric scooter rental operator to certify that the electric scooter rental operator's equipment is in compliance with the requirements under this article.
- (12) Proof of current coverage or insurance as required by this article.
- (13) A declaration that the electric scooter rental operator has read the provisions of this article.

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(Supp. No. 32)

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- (14) A statement of indemnification of the city and its officials, officers, agents, volunteers and employees by the electric scooter rental operator.
  - (15) Any changes to the plans submitted in support of an application, following approval of the permit, must be approved by the city administrator or his/her designee.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1305. Insurance requirements.**

- (1) No electric scooter rental operator may operate an electric scooter rental system in the city, nor shall any permit be issued therefor, until and unless the electric scooter rental operator deposits with the city auditor a certificate of insurance or such other proof of insurance issued by a company authorized to conduct insurance business in the State of North Dakota indemnifying the electric scooter rental operator in the sum of at least three hundred seventy-five thousand dollars (\$375,000.00) for injury or death to one (1) person or one million dollars (\$1,000,000.00) for injury or death to more than one (1) person and three hundred seventy-five thousand dollars (\$375,000.00) property damage for any one (1) incident. The bodily injury limits described herein shall be adjusted to comply with and be equivalent to the limits for liability of political subdivisions set forth in N.D.C.C. § 32-12.1-03.
- (2) The City of Grand Forks, and its officers, officials, employees, boards, commissions, volunteers and agents shall be named as an additional insured on the insurance policy described in City Code section 21-1305(1).
- (3) In addition to the requirement set forth in City Code section 21-1305(1), at the request of the city, the electric scooter rental operator shall provide proof of valid insurance within ten (10) business days of receiving the request from the city.
- (4) Any permit issued under this article shall automatically and immediately terminate and be revoked upon the lapse or termination of any the insurance coverage required herein.
- (5) No electric scooter rental system shall be operated in the city, nor shall any permit be issued therefor, until and unless the electric scooter rental operator also deposits with the city auditor a certificate of insurance or such other proof of insurance issued by a company authorized to do insurance business in the State of North Dakota covering each electric scooter and customer of the same with no less than the minimum insurance limits required for motor vehicles pursuant to N.D.C.C. § 39-16.1-11 and N.D.C.C. Chapter 26.1-41.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1306. Term.**

- (1) Except as otherwise provided herein, each permit issued pursuant to this article shall expire annually on the 31st day of December.
- (2) Permits may be renewed annually in compliance with any renewal procedures established by the city auditor and city administrator.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1307. Fees.**

The electric scooter rental operator applying for or renewing a permit under this article shall, before being issued a permit, pay to the city all fees as established by resolution of the Grand Forks City Council.

(Ord. No. 4837, § 2, 8-1-22)

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### **21-1308. Suspension/revocation of permit.**

- (1) The Grand Forks City Council may suspend or revoke any permit issued to an electric scooter rental operator under this article upon a finding of any of the following:
  - (A) Failure to operate the electric scooter rental system in strict accordance with this article.
  - (B) Failure to maintain electric scooters in good order and repair.
  - (C) Failure to pay any fees, fines or reimbursements as required under this article.
  - (D) Failure to maintain required qualifications under this article.
  - (E) Failure to maintain required insurance under this article.
  - (F) Failure to address safety concerns.
  - (G) Failure to actively manage rebalancing/relocation of electric scooters according to the parameters set out herein.
  - (H) Failure to respond to customer service requests or complaints.
  - (I) A documented history of violating the terms and regulations of this article, and/or any of the following:
    1. If an electric scooter rental operator has five (5) or more electric scooters impounded by the city at any one (1) time;
    2. If an electric scooter rental operator has had ten (10) or more electric scooters impounded by the city within a thirty (30) day time frame; or
    3. If the electric scooter rental operator leaves an electric scooter impounded for ten (10) or more consecutive business days.
  - (J) Any other act or omission by electric scooter rental operator that is determined by the city council to be adverse to the public safety, welfare, morals or public order.
- (2) In the event of revocation, electric scooter rental operator shall surrender such permit and immediately cease operations and remove all electric scooters from operation within the city.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1309. Condition of electric scooters.**

All electric scooters utilized in an electric scooter rental system shall be maintained in a good, safe and operable condition, with a drum brake and regenerative brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement and shall have the following fully operational equipment: Headlights, running lights, tail lights, brake lights, a bell, and a kickstand.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1310. Requirements of electric scooter rental operator—Equipment and operations.**

- (1) All electric scooters used in an electric scooter rental system must be equipped with global positioning system (GPS) devices allowing the electric scooter rental operator to monitor their positions and restrict parking and areas of use as provided in City Code section 8-1804 and in this article.

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- (2) All electric scooter rental operators shall provide information either posted on the electric scooter rental main tube or on or within any app or internet home page notifying customers that:
    - (A) Helmet use is encouraged while riding an electric scooter;
    - (B) Electric scooters are prohibited from being operated on sidewalks, bike paths and bike lanes (except for those described in City Code section 8-1804); and
  - (3) All electric scooters shall have a unique identifier such as a unit number that is visible to the customer on the electric scooter.
  - (4) All pricing charged to the customer shall clearly explain structure for ride and time period as well as fees for additional or overage periods.
  - (5) All electric scooters must be available for pickup and drop off by customers on a 24-hour, seven (7) days per week basis except in instances of electric scooter disrepair, inclement weather or seasonal suspension of service.
  - (6) All electric scooter rental operators shall provide a mechanism for customers to notify the operator that there is a safety or maintenance issue with an electric scooter, to include a telephone number, web address and email address.
  - (7) All electric scooter rental operators must inform their customers on how and where electric scooter parking is permissible.
  - (8) All electric scooter rental operators must have a 24-hour customer service phone number for customers and others to report safety concerns, complaints, or ask questions.
  - (9) All electric scooter rental operators must provide the city with a direct point of contact for the electric scooter rental operator's staff that is capable of rebalancing, re-parking or otherwise addressing questions and concerns regarding the electric scooter rental operations.
  - (10) All electric scooter rental operators shall remove all electric scooters that are not parked in compliance with this article.
  - (11) All electric scooter rental operators shall implement a rebalancing management plan for the strategic location of their electric scooters.
  - (12) All electric scooter rental operators must have a dedicated staff assigned to provide service for the city.
  - (13) In the event city staff advises any electric scooter rental operator of a nuisance complaint, such electric scooter rental operator shall relocate or rebalance electric scooters within the following times:
    - (A) Monday through Sunday, 7:00 a.m. to 7:00 p.m. within three (3) hours of the operator receiving notice of incorrect parking.
    - (B) All other times, by 10:00 a.m. the following calendar day.
  - (14) Any electric scooter that becomes inoperable or is deemed not safe to operate by a customer or the electric scooter rental operator shall be removed from service within twenty-four (24) hours of notice to the electric scooter rental operator by any individual or entity, and shall be repaired before returning the electric scooter into service.
  - (15) The maximum fleet of electric scooters for use within the city of any electric scooter rental operator shall be established by the city under the permit, but shall not exceed four hundred (400) electric scooters.
  - (16) All electric scooter rental operators must reimburse the city for any costs incurred in addressing or abating any violations of this article, or costs incurred for repair or maintenance of public property. Upon receiving written notice of the costs incurred, the electric scooter rental operator shall reimburse the city for such

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costs within thirty (30) days. If reimbursement is not received by the city within thirty (30) days of written notice to the operator, the city may suspend or revoke the permit issued hereunder.

- (17) All electric scooter rental operators shall keep records of maintenance and reported accidents involving injury to persons or damage to property.
- (18) All electric scooter rental operators shall exercise care in deploying and activating the stand-up electric scooters during inclement weather and will remove from the public right-of-way and store off site all stand-up electric scooters during snow events and limit use. On days where snow is anticipated, all electric scooter rental operators will halt operations completely and remove its scooters from city rights-of-way. All electric scooter rental operators shall hold the city harmless for damage to scooters caused by city's snow removal operations or from street maintenance operations and for any damage caused to city vehicles by improper location and removal of scooters.
- (19) All customers shall comply with and be subject to rules and requirements of operation described in Grand Forks City Code, chapter VIII, article 18.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1311. Electric scooter parking requirements.**

All electric scooter rental operators must comply with the following parking restrictions:

- (1) Electric scooters shall not be parked against trees or within any landscape planting areas.
- (2) Electric scooters may not be parked in such a manner that will inhibit pedestrian movement or Americans with Disabilities Act (ADA) accessibility, which requires a minimum of forty-eight (48) inches of clear path on sidewalks and pedestrian ways.
- (3) Electric scooters shall not be parked within:
  - (A) Transit zones, including bus stops and shelters, where prohibited;
  - (B) Loading zones;
  - (C) ADA handicapped parking zones;
  - (D) Curb ramps;
  - (E) Entryways and driveways;
  - (F) On private property without owner's authorization;
  - (G) In or on a public right-of-way where prohibited; or
  - (H) On any highway, street, avenue, roadway or alley except where specifically designated.
- (4) No electric scooter shall be parked in one (1) location for more than seven (7) consecutive days without moving. During that time, electric scooter rental operator shall move to an approved location or otherwise rebalance electric scooter locations.
- (5) Electric scooters shall be upright when parked.
- (6) Electric scooters shall be parked on hard surfaces.
- (7) Electric scooters shall not be parked in a way that may impede the regular flow of travel in the public way or otherwise cause a violation of the Code.

(Ord. No. 4837, § 2, 8-1-22)

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### **21-1312. Mandatory data reporting.**

- (1) All electric scooter rental operators shall provide the following data for any electric scooter used in the electric scooter rental system upon request of the city, in a form and manner prescribed by the city:
  - (A) Company name;
  - (B) Trip record number;
  - (C) Trip duration;
  - (D) Trip distance;
  - (E) Start date;
  - (F) Start time;
  - (G) End date;
  - (H) End time;
  - (I) Start location by latitude and longitude;
  - (J) End location by latitude and longitude; and,
  - (K) Electric scooter I.D. number.
- (3) If available, electric scooter rental operator shall provide, upon request by the city administrator or his/her designee, anonymized demographic information regarding customer usage.
- (4) No electric scooter rental operator shall be required to provide any data under this City Code section 21-1312 more than on a monthly basis.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1313. Power to adopt rules, regulations and policies.**

The city administrator or his/her designee is hereby authorized to develop and issue rules and regulations to further delineate reasonable requirements for the operation of an electric scooter rental system, including limits on the number of electric scooters (including per electric scooter rental operator); where electric scooters and other electric scooter related merchandise may be stored or parked; requirements for bonding; the conduct and responsiveness of electric scooter rental operators; requirements for data sharing and reporting; restrictions on advertising and signage; seasonal suspension of service; costs; charges; administrative penalties; and other relevant matters to ensure safe and efficient operation of an electric scooter rental system within the city.

(Ord. No. 4837, § 2, 8-1-22)

### **21-1314. Authorization to impound.**

The chief of police, or his/her designee, is hereby authorized to impound any electric scooters which are a nuisance, unpermitted, inoperable, being operated in violation of a permit, being operated in violation of this article or which are left in a location so as to obstruct any street, alley, bike path, sidewalk, multi-use path, trail, or other public right-of-way. The electric scooter rental operator shall be responsible for payment of all costs and penalties related to impoundment and storage of such electric scooters utilized by an electric scooter rental operator in their electric scooter rental system.

(Ord. No. 4837, § 2, 8-1-22)

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(Supp. No. 32)

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**21-1315. Violations.**

Any person, firm, corporation or other entity violating any of the provisions of this article shall, upon conviction, be punished by a fine not to exceed five hundred dollars (\$500.00) per violation. Each day that a provision of this article is violated shall constitute a separate offense.

(Ord. No. 4837, § 2, 8-1-22)

## **ARTICLE 18. ELECTRIC SCOOTERS**

### **8-1801. Limited authorization for use of electric scooters; exceptions.**

- (1) An individual may operate an electric scooter, as defined in City Code section 21-1301, within the city limits of Grand Forks only as provided herein.
- (2) This article shall not apply to the use of electric scooters or other vehicles for local government purposes including, but not limited to, law enforcement, fire and rescue, public health, mosquito control, public works, traffic control and greenway.

(Ord. No. 4837, § 1, 8-1-22)

### **8-1802. Equipment requirements.**

All electric scooters utilized on any street, avenue, or roadway described in this chapter shall have the following fully operational equipment: Headlights, running lights, tail lights, brake lights, a bell, drum brake and regenerative brake, and a kickstand.

(Ord. No. 4837, § 1, 8-1-22)

### **8-1803. Operating rules.**

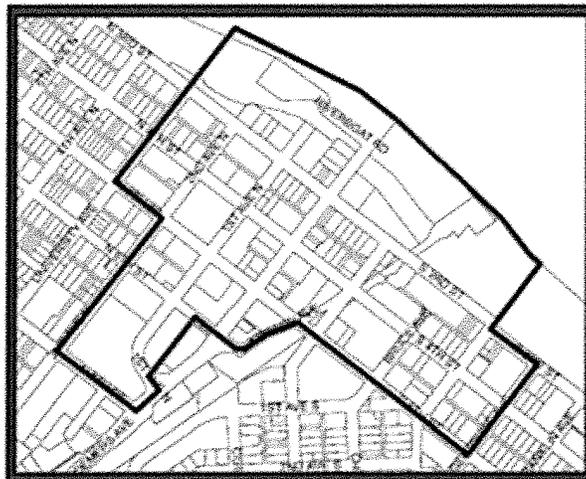
The following rules shall apply to the operation of electric scooters pursuant to this article:

- (1) Other than the roadways described in this chapter, no person shall operate or permit to be operated any electric scooter upon any highway, street, avenue, roadway or alley within the city, except to cross said street, avenue, roadway or alley at a designated crosswalk.
- (2) It shall be unlawful for any person to use an electric scooter on any public or private property where signs are posted prohibiting such use.
- (3) An operator must be at least ten (10) years of age and an operator of a motorized scooter under eighteen (18) years of age must wear a helmet.
- (4) An electric scooter shall have no more than one (1) occupant.
- (5) No person shall operate an electric scooter faster than fifteen (15) mph.
- (6) No person shall operate an electric scooter in a careless, reckless or negligent manner so as to endanger the person or the property of another or cause injury or damage to another person or the property of another.
- (7) No person shall operate an electric scooter while under the influence of intoxicating liquor or a controlled substance.
- (8) No person shall operate an electric scooter after daylight without illuminated headlights and taillights.
- (9) No person shall operate an electric scooter on private property of another without the express permission to do so by the owner or occupant of said property.

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- (10) No person shall operate an electric scooter upon any park property, playgrounds, recreational areas, greenway, or on or upon any flood levees or flood control works of the city.
  - (11) No person shall operate an electric scooter in a manner to create loud, unnecessary or unusual noise so as to disturb or interfere with the peace and quiet of a reasonable person.
  - (12) When operating an electric scooter upon any street, avenue, or roadway, such operation shall be at the right side of the street, avenue or roadway and as nearest to the curb or shoulder thereof as practicable under the circumstances.
  - (13) An operator of an electric scooter may make a direct crossing of a street, avenue, roadway, alley or highway otherwise prohibited herein if:
    - (A) The crossing is made at an angle of approximately ninety (90) degrees to the direction of the roadway where no obstruction prevents a safe crossing or at a crosswalk;
    - (B) The operator yields the right-of-way to all on-coming and crossing traffic which constitutes an immediate hazard; and
    - (C) Any crossing is made in accordance with traffic control devices existing at the point of crossing.
  - (14) Operators of an electric scooter shall yield to pedestrians whether or not a crosswalk is at the point the pedestrian is crossing or about to cross the street, avenue, roadway or alley.
  - (15) An operator of an electric scooter must operate it in the same direction as other motor vehicles traveling on the side of the roadway immediately adjacent to the side of the right-of-way traveled by the electric scooter.
  - (16) All persons operating an electric scooter must comply with all applicable traffic laws and requirements and will be subject to the same restrictions, regulations, penalties, fees and fines as operators of other motor vehicles pursuant to City Code and state law.

**8-1804. Electric scooters permitted on designated roadways and sidewalks.**

- (1) Except as precluded by subsection (2), the use of electric scooters shall be permitted on all roadways with a posted speed limit of thirty (30) mph or less, sidewalks, pedestrian ways, bike paths, bike lanes, or shared use paths within the city.
- (2) The use of electronic scooters on sidewalks shall be precluded in the area indicated by the following map:



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(Ord. No. 4837, § 1, 8-1-22)

**8-1805. Yielding and stopping while operating an electric scooter on a roadway.**

- (1) An individual operating an electric scooter who is approaching a stop sign at an intersection with a roadway having three (3) or more lanes for moving traffic shall come to a complete stop before entering the intersection.
- (2) An individual operating an electric scooter who is approaching a stop sign at an intersection where a vehicle is stopped in the roadway at the same stop sign shall come to a complete stop before entering the intersection.
- (3) An individual operating an electric scooter who is approaching a stop sign at an intersection with a roadway having two (2) or fewer lanes for moving traffic shall reduce speed and, if required for safety, stop before entering the intersection. After slowing to a reasonable speed or stopping, the individual shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time the individual is moving across or within the intersection, except that an individual, after slowing to a reasonable speed and yielding the right-of-way if required, cautiously may make a turn, or proceed through the intersection without stopping.
- (4) An individual operating an electric scooter who is approaching an intersection shall yield the right-of-way to any vehicle that already has entered the intersection.
- (5) When an individual operating an electric scooter and a vehicle enter an intersection from different roadways at approximately the same time, the operator of the vehicle or the electric scooter on the left shall yield the right-of-way to the vehicle or the electric scooter on the right.
- (6) If the individual operating an electric scooter is involved in a collision with a vehicle in the intersection or junction of roadways after proceeding past a stop sign without stopping or past a steady red traffic-control light, the collision is deemed prima facie evidence of the individual's failure to yield the right-of-way.

(Ord. No. 4837, § 1, 8-1-22)

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(Supp. No. 32)

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## **Model Regulatory Framework & Ordinance towards effective local policy**

**I. Regulatory Goals:** Bird's regulatory model for successful implementation of micro-mobility programs reflect the best local practices and policy innovations that have demonstrated the most success in servicing demand, ensuring safety, and delivering on various local and regional needs. The following policy principles have shown to advance goals across effective transportation planning, investments, and regulatory requirements across all levels of government - local, state, and federal. Cities should maximize local ordinances towards the following principles of public need:

- a. **Support Transportation Mode Shift** - Alleviate automobile/car traffic and congestion in cities and regions across the globe by replacing short car trips with micro-mobility options
- b. **Reduce city traffic casualties** - Attain Vision Zero goals and reduce pedestrian fatalities by replacing urban car trips and realizing the safety in numbers effect whereby increasing non-car travel sensitizes motorists and reduces crash risk for all vulnerable road users. As the International Transport Forum and other leading researchers have reported, the crash risk associated with shared e-scooter use is similar to bicycling.
- c. **Support Climate Action Goals** - Align transportation investments, carbon reduction investments, and other existing public incentives towards cities and providers that implement flexible programs that demonstrate reduced carbon emissions, replace gas-powered car trips, and promote micro-mobility utilization for short distances.
- d. **Maximize Incentives** - Provide incentives for *cities and private providers* to test various models addressing unique local conditions, such as: pricing, parking requirements, geographic deployment requirements, sidewalk regulations, and others areas concerning the public right of way.

- e. **Enhance Transit and First Last Mile Connectivity** - Support operator’s demonstrated ability to service existing local public transportation services/providers (buses, trains, light rail and other modes) by helping residents use public transit while integrating shared EVs (ie, scooters) for last mile connectivity. Public entities should incentivize cities and providers to target micro-mobility programs in densely populated areas with existing infrastructure to support multi-modal travel options. Long term investments in public infrastructure should guide when and how first/last mile micro-mobility options are useful for short trips to/from transit, low speed corridors with commercial density, existing bike lanes, and other factors.
- f. **Support Equitable Access & Inclusion** - Tailor approaches within existing public efforts to service underserved areas by following the results of local needs assessment in historically disinvested zones that lack multi-modal transportation options. Cities should be incentivized to gather input from community stakeholders and residents to guide local policy and program implementation
- g. **Rider Engagement and Education** - Educating riders on safety is core to our service, and key to successful local implementation.
- h. **Encourage Regional Approaches** - For state and federal governments, offer incentives (via public funding streams in 1 and 2) to localities to plan collaboratively and regionally to ensure consistent and fluid experience for riders, local governance, and the general public to achieve seamless integration of shared regional transportation and development goals.

**II.**

**Model City Ordinance**

CHAPTER \_\_\_\_

ARTICLE \_\_\_\_\_. – SHARED ELECTRIC SCOOTER PROGRAM

**I. Policy Statement and Purpose**

The purpose of this ordinance is to establish rules and regulations governing the operation of shared electric scooters providers within the City of [REDACTED] (the “City”) and to ensure that such mobility sharing systems are consistent with the safety and well-being of bicyclists, pedestrians, and other riders of the public rights-of-way.

**II. Scope**

This ordinance applies to any proposed deployment of electric scooter sharing systems within the City's jurisdictional boundaries.

### III. Procedures

Any entity seeking to operate a shared electric scooter program within the City shall first obtain an Electric Scooter Share License ("License") from the City conditioned on compliance with the provisions of this ordinance and any other conditions (including insurance, indemnity, and performance bond) established by the issuing official. No entity shall operate a shared electric scooter sharing program within the City except pursuant to such License and provisions (each such operator, a "Licensee").

### IV. Operating Regulations

1. Shared electric scooters shall mean a device weighing less than 150 pounds, that has (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor. Vehicles shall be limited at no less than 15 mph.
2. Except as otherwise provided herein, City shall regulate the operation of shared electric scooters in a manner no more restrictive than its regulation of shared bicycles.
3. Shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Riders of shared electric scooters shall be 18 or older. Riders of shared electric scooters who violate these provisions may be fined by the City consistent with fines for cyclists.
4. Licensees shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each shared electric scooter for City employees and/or members of the public to make relocation requests or to report other issues with devices.
5. **Fleet Size/Caps** - Licensees shall target an initial fleet size of an amount similar to other cities with comparable population. The City shall allow Licensees to increase their fleet size on a weekly/monthly basis in the event that Licensees provide data that supports increases in certain areas to meet rider demand for service.
6. **Penalties** - The City reserves the right to revoke a license for cause or woefully negligent practices that cannot be remedied after providing such Licensee with a 30 day notice of alleged negligence, and after providing such Licensee a right for a public hearing or to otherwise cure such deficiency. Upon completion of the aforementioned, the City can require that a Licensee's fleet of shared electric scooters be removed from the City's right-of-way within 30 days.

7. **Force Majeure** – Neither Party shall be liable to the other Party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, natural disaster, health pandemic, utilities and communications failures, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party, provided that such Party gives prompt written notice of such condition and promptly recommences performance whenever and to whatever extent possible without delay. Either Party may terminate this Agreement if the force majeure event prevents the non-performing Party’s ability to perform in accordance with the terms and conditions of this Agreement for greater than three (3) months.

## V. Parking

1. Riders of shared electric scooters shall park devices upright on hard surfaces in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
2. Licensee will take reasonable steps to ensure that all riders understand the requirements of ADA accessibility and the importance of leaving ADA paths of travel clear and accessible
3. Riders shall not park shared electric scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; ADA paths of travel including accessible ramps, any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
4. Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building entrance/exit doorway.
5. Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
6. Riders may park shared electric scooters in on-street parking spaces in the following circumstances:
  - a. When marked parking spaces are officially designated stations for such devices ;
  - b. Where the furniture zone is less than three feet wide;
  - c. Where there is no furniture zone;
  - d. In neighborhoods with rolled curbs, or with inadequate sidewalk space;
  - e. In marked parking spaces designated for motorcycles.
7. Riders may park shared electric scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
8. Riders shall not park shared electric scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
  - a. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
  - b. Loading zones;

- c. Disabled parking zone;
  - d. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
  - e. Curb ramps;
  - f. Entryways; and
  - g. Driveways.
9. Riders of shared electric scooters who violate these provisions may be fined by City consistent with fines for cyclists.
  10. A Licensee may stage its shared electric scooters in permitted parking areas described in this section. To the extent a Licensee desires to stage shared electric scooters in areas other than the public right-of-way, the Licensee must first obtain the right to do so from the appropriate City department, property owner, or public agency.

## **VI. Operations**

1. Licensees shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Licensees shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
2. In the event a safety or maintenance issue is reported for a specific device, that shared electric scooter shall be made unavailable to riders and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
3. Within Licensees' zone of operation, Licensees shall respond to reports of incorrectly parked shared electric scooters, shared electric scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable shared electric scooters by relocating, re-parking, or removing the shared electric scooters, as appropriate, within 24 hours of receiving notice, except that Licensees shall respond within 4 hours of receiving notice in emergency situations.
4. Licensees shall provide notice to all riders that:
  - i. shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
  - ii. shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
  - iii. Helmets are encouraged for all riders; and
  - iv. Riding responsibly is encouraged, and Licensee will notify riders if repeated irresponsible riding is reported and recorded with identifying rider information.
6. Shared electric scooter riders are required to take a photo whenever they park their scooter at the end of a ride.

7. Licensees shall provide education to shared electric scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

## **VII. Data Sharing**

City may require Licensees to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Licensee or of any person or company controlled by, controlling, or under common control with Licensee, provided that, to ensure individual privacy:

1. such data is provided via an application programming interface, subject to Licensee's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
2. such data shall be safely and securely stored by City which shall implement administrative, physical, and technical safeguards to protect, secure, and, where appropriate, encrypt or limit access to the data;
3. such data shall be subject to publicly-available aggregation, retention, and privacy policies of Licensee and City;
4. any such data provided shall be treated as trade secret and proprietary business information, and shall be exempt from public records requests and requests by third parties except with the consent of Licensee; and
5. such data shall not be shared with law enforcement except pursuant to valid legal process.

## **VIII. Indemnification**

Company agrees to indemnify, defend and hold harmless City (and its officials, employees, and agents) from and against all actions, damages or claims, including reasonable attorneys' fees, (collectively, "Claims") brought against City for personal or bodily injury or death to any person, or damage or destruction of any property, arising out of or resulting from performance or breach of the [permit/license] provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the City or its elected and appointed officials and employees acting within the scope of their employment. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any Claims; Company shall have sole control of any defense, including the ability to choose counsel; and City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

## **IX. Insurance**

Licensees shall provide City with proof of insurance coverage exclusively for the operation of shared electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Licensee employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

# Request for Council Action

Date: 06/22/23

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: Consider Request to Make Billboard Conforming Allowing for Improvements

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The billboard located by Highway 2 and the City Pool was put up in 1998 and is considered non-conforming by the Minnesota Department of Transportation (MNDOT). It was placed without MNDOT's consent and the State does not allow billboards to be located within a local park as well as other areas. Discussions took place in 2020 and 2021 with city personnel about applying for a billboard permit, the permit was issued, but due to the location it is considered non-conforming.

MNDOT has informed staff that if the City adopts a resolution stating the billboard is legal, the status will change to conforming and maintenance or revisions could be done to the billboard.

Is this something that the Council is interested in and should staff prepare a resolution for consideration.

# PUBLIC NOTICE

The City Council of the City of East Grand Forks, Minnesota will meet in a “Closed Meeting” on Tuesday, June 27, 2023 following the Work Session in the Training Room at City Hall, 600 Demers Ave NW East Grand Forks, MN 56721. The meeting will be closed pursuant to MN Statute 13D.03 for labor negotiations strategy.

 Date 6/21/23  
Megan Nelson  
City Clerk  
City of East Grand Forks, MN