

**AGENDA
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 8, 2023 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. **Review Proposed Engineering Service Contract from Widseth – Mark Olstad**
 - **The contract was not available when the packet was prepared. Once made available, it will be shared and added to the online packet.**
2. **Review Proposed Legal Service Contract from Mr. Galstad – Mark Olstad**
3. **Consider the Request for Salary Adjustment – Michael Hedlund**
4. **Consider Amending City Code Section 98.35 Regarding Weeds & Grass – Ron Galstad**
5. **Consider Request to set Electric Scooter Licensing Fees – Reid Huttunen**

ADJOURN:

Upcoming Meetings

Council Meeting – Tuesday, August 15, 2023 – Council Chambers – 5:00 PM
Work Session – Tuesday, August 22, 2023 – Training Room – 5:00 PM
Council Meeting – Tuesday, September 5, 2023 – Council Chambers – 5:00 PM
Work Session – Tuesday, September 12, 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.

RETAINER AGREEMENT

THIS AGREEMENT is being made and entered into this ____ day of _____, 2023, by and between the **City of East Grand Forks**, Minnesota, a municipal corporation organized under the laws of the State of Minnesota, P.O. Box 373, East Grand Forks, Minnesota 56721 (hereinafter referred to as the “City”); and **Ronald I. Galstad**, of and representing the law firm of Galstad, Jensen & McCann, A Minnesota Professional Association, P.O. Box 386, East Grand Forks, Minnesota 56721 (hereinafter referred to as “Galstad”).

1. PURPOSE AND TERM. City hereby employs “Galstad” as its City Prosecutor/City Attorney for a term commencing the 1st day of January, 2023 and ending the 31st day of December, 2025, both dates inclusive.
2. DUTIES. As City Prosecutor/City Attorney “Galstad” will faithfully represent the interests of the City and shall prosecute all criminal suits, actions or proceedings to which the City is a party and shall faithfully perform all other duties as requested and assigned by the City Administrator and/or the City Council.
3. ACCEPTANCE BY ATTORNEY. “Galstad” hereby accepts the employment of City Prosecutor/City Attorney for himself and the law firm of Galstad, Jensen & McCann P.A., and promises and will render to the best of his ability the services described in Paragraph II above during the continuance of this Agreement.
4. COMPENSATION OF ATTORNEY.
 - a. As compensation for all **CRIMINAL PROSECUTION and CIVIL SERVICES** required by City and rendered by City Prosecutor/City Attorney herein, City shall pay to “Galstad” the rate of One Hundred Thirty-five and No/100 (\$135.00) per hour.
 - b. The parties hereby further agree that “Galstad” shall be reimbursed for all of his out-of-pocket costs and expenses paid while fulfilling his duties as set forth in this agreement.

- 5. TERMINATION. This Agreement may be terminated at any time on six (6) month notice in writing from either party to the other party that employment hereunder is to be so terminated or may at any time be terminated by the City for cause. Furthermore, should “Galstad” for any reason be unable to fulfill and perform the duties and obligations as set forth in this contract, the City reserves the right to cancel this contract after ten (10) working day notice in writing to “Galstad” and/or Galstad, Jensen & McCann P.A..
- 6. ASSIGNMENT. This contract may not be assigned by “Galstad” without the express written permission of the City.
- 7. BUDGET. “Galstad” recognizes that the City budgets the funds available to the City Prosecutor/City Attorney and hereby pledges to use his best efforts to deliver legal services within the budgeted amounts, such pledge being subject to the caveat that it is the City that controls the amount of work requested by and from the City Prosecutor/City Attorney. Specifically will make every effort to reduce costs of criminal prosecution by cost sharing with the City of Crookston.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at East Grand Forks, Minnesota, the day and year first above written.

**City of East Grand Forks,
Minnesota**

**Galstad, Jensen & McCann,
A Professional Association**

**BY: _____
Its Mayor-Steven Gander**

**BY: _____
Its President-Ronald I. Galstad**

**BY: _____
Its City Administrator**

Request for Council Action

Date: 7/27/2023

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: Off. Lance Kallinen, Sgt. Aeisso Schrage, LELS Business Agent Doug Henning, File

From: Michael S. Hedlund – Chief of Police

RE: Request for Salary Adjustment

Background: In 2014 the City of East Grand Forks began to offer lateral entry police officer positions to experienced officers. These officers were brought in at Step 3 on the pay scale. This was done several times between 2014 and 2020. In 2019 Off. Justin Roue applied with our department. He had approx. nine years of experience when he was hired in early 2020. Based upon his experience level, and the wage he was making with his former agency, the decision was made to start him at Step 4 when he was hired. Off. Lance Kallinen was hired in January 2021 when he had approx. ten years of experience between two other agencies. Off. Kallinen was hired at Step 3 of the pay scale. Recently the EGFPD has hired another experienced officer who started with our Department at Step 5 of the pay scale. When Officer Kallinen became aware of this he came to me with questions as to why he had started at Step 3 rather than at a higher step. I reviewed his application and saw that he started here at a wage that was several thousand dollars less per year than his wage at his previous employer. We discussed that situation and I agreed to bring that information to the attention of city staff, Mayor Gander and Council President Olstad. Discussions about this situation have continued and I have had an informal conversation with Off. Kallinen, Sgt. Aeisso Schrage (EGFPD Union Representative) and Doug Henning who is the Business Agent that represents the police officers in their union (Law Enforcement Labor Services). During that request Mr. Henning stated that they were requesting that Off. Kallinen be given a one-step pay increase asap with back pay for the one step increase dating back to January 1, 2023.

Budgetary Impact: Officer Kallinen is currently at Grade 15 Step 5 (\$67,974.40). Moving him to Grade 15 Step 6 (\$70,470.40) with back pay to January 1, 2023 would result in an increased salary cost of \$2,496.00 for 2023.

Recommendation: That the East Grand Forks City Council approve an adjustment to the pay grade and step of Off. Lance Kallinen from Grade 15 Step 5 to Grand 15 Step 6 and authorize back pay reflecting that change to January 1, 2023.

ORDINANCE NO. _____ 4th SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE IX ENTITLED "GENERAL REGULATIONS" BY REVOKING WEEDS SECTIONS 98.35 AND AMENDING/REPLACING SECTION 98.35 WEEDS WITH THE FOLLOWING; AND BY ADOPTING BY REFERENCE CITY CODE TITLE 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. That Section 98.35 of the City Code is hereby REVOKED and amended to read as follows, to-wit:

CHAPTER 98. - PUBLIC NUISANCE

WEEDS

98.35. - Definitions.

As used in this chapter, the following words and terms, unless the context clearly requires otherwise, shall have the following meanings:

Garden shall mean a cultivated and maintained area, not located within a public right-of-way, berm or boulevard, dedicated to growing vegetables, fruits, flowers, ornamental grass, shrubs and similar plants that are planted in a well defined location.

Ornamental grass shall mean grass that is not indigenous to the state, that is intended to add beauty to a garden or natural area. The term shall not include turf grass or weeds.

Tall grass shall mean grass predominantly in excess of six (6) inches in height predominantly in excess of six (6) inches in height. The term shall not include tall grass that exists as part of a cultivated and maintained vegetable garden, flower garden or landscaping display.

Turf grass shall mean grass commercially available and commonly used in regularly cut and maintained lawn or play areas, including but not limited to, blue grass, fescue and rye grass blends. The term shall not include ornamental grass.

Weeds shall mean volunteer plants that grow or reproduce aggressively or is invasive outside of its native habitat and which tend to overgrow or choke out more desirable plants, crop or lawn.

The term shall include "noxious weeds" as defined by the commissioner of the Minnesota Department of Agriculture. The term shall also include all plants classified or

described as a weed by the United States Department of Agriculture. The term shall also include other plants capable of causing skin reactions upon contact, producing allergic respiratory reactions or posing a fire danger.

98.36. - Purpose.

The city hereby finds that tall grass and weeds can have an adverse effect on neighborhoods by providing a refuge for vermin and insects; creating fire hazards; harborage of mosquitoes; production and transmission of spores, pollens and molds; transmission of weeds; retention of litter and debris; creating an appearance of abandoned property; adversely affecting property values; and impairing neighborhood and community aesthetics; among other adverse or blighting effects. The purpose of this article is to secure the public health, safety and general welfare of the city residents, property owners, and visitors by regulating tall grass and weeds.

98.37. - Declaration of public nuisance.

All tall grass and weeds predominantly exceeding six (6) inches in height growing within the limits of the city are hereby declared to be a public nuisance, except as otherwise provided herein. It shall be the duty of every person owning, occupying, or in charge of any premises, lot or parcel of land in the city to keep that premise, parcel or lot, including the adjacent right-of-ways, berms and boulevards free from all tall grass and weeds by cutting or destroying them as required herein between April 1 and November 1 of each year. Medians separating street sections shall not be included in the requirements of this article. Tall grass that exists as part of a cultivated vegetable, flower garden or landscaping display shall not be included in the requirements of this article.

98.38. - Unlawful act.

(A) It shall be unlawful for the owner and/or occupant of any lot or parcel of land to which this article applies to allow or maintain upon any portion of any premise, parcel, lot, adjacent right-of-way, berm or boulevard any growth of tall grass or weeds as defined herein. Growth of grass to a length predominantly greater than six (6) inches shall be considered to be a public nuisance for the purposes of this article.

(B) It shall be unlawful for any owner and/or occupant of any lot or parcel of land within the city, to which this article applies, to allow or maintain upon any portion of any premise, parcel, lot, adjacent right-of-way, berm or boulevard any growth of tall grass or ornamental grass as lawn cover.

(C) It shall be unlawful for the owner or occupant of any lot or parcel of land to which this chapter applies to allow or maintain upon any portion of any premise, parcel, lot, adjacent right-of-way, berm, or boulevard, any tall grass or ornamental grass in any vegetable garden, flower garden or landscaping display in a condition other than a substantially weed free condition.

(D) It shall be unlawful for the owner or occupant of any lot or parcel of land to which this chapter applies to allow or maintain a garden upon any public right-of-way, berm or boulevard without specific authorization from the city. This prohibition shall not, however, apply to gardens planted or maintained by the city or the East Grand Forks Park and Recreation Department.

98.39. - Exemptions.

Property may be exempt from the cutting or mowing requirements listed in this chapter if approved by the community development director, or his or her designee, upon a finding that the exemption is warranted due to safety concerns, environmental concerns, and/or esthetic benefits which do not unreasonably jeopardize the public health, safety and general welfare of the city residents, property owners and visitors. Conditions or situations in which such an exemption may be granted shall include but not be limited to property that:

- (1) Cannot be safely mowed;
- (2) Is highly erodible;
- (3) Is undevelopable;
- (4) Is located in an undisturbed natural area;
- (5) Is densely wooded;
- (6) Is too wet to mow such as a marsh, wetland, stormwater drainage pond, riverbank, or coulee, either natural or manmade;
- (7) Is zoned agricultural and is legally used for bona fide agricultural purposes;
- (8) Is part of the greenway;
- (9) Any lot, parcel or portion thereof upon which construction is occurring; or
- (10) Is a part of the flood control system.

98.40. - Notice to abate.

Notice to abate a violation of this chapter shall be given in writing to the property owner or occupant and shall state a specified period of time for abatement by the property owner or occupant. Where the property owner or occupant cannot be found or otherwise given notice by mail, notice to abate a violation of this article may be given by posting a sign in a conspicuous place on the premises.

98.41 Appeals

- (A) The property owner may appeal by filing written notice of objections with the City Council within 48 hours of the notice, excluding weekends and holidays, if the property owner contests the finding of the City Council. It is the property owner's responsibility to demonstrate that the matter is question should not be subject to destruction under the subchapter.

- (B) An appeal by the property owner shall be brought before the City Council and shall be decided by a majority vote of the Council Members in attendance and being at a regularly scheduled or special meeting of the City Council.

98.42. - Abatement.

Whenever any person, firm or corporation owning, occupying or in charge of any premise, lot or parcel of land within the city limits, shall fail, neglect or refuse to mow or cut the tall grass and weeds in accordance with the provisions of this article or shall fail to eradicate, cut or control weeds or tall grass within seven (7) days of mailing of notice by the community development department, the community development department shall order the nuisance to be abated by eradicating, cutting or controlling the weeds or tall grass in a manner specified by the department.

98.43. - Right of entry.

The community development department and its authorized agents are hereby empowered and authorized to enter upon any premises or land within the city for purposes of inspecting, eradicating, cutting, removing, destroying or controlling tall grass and weeds prohibited under this article. No person shall molest or interfere with such person or persons while they are engaged in carrying out the provisions of this article.

98.44. – Community Development Department to cut or destroy; special assessment of costs.

Whenever any individual, firm, or corporation owning, occupying, or in charge of any premises, lot, or parcel of land within the limits of the city, shall neglect or refuse to comply with the provisions of this article, then it shall be the duty of the community development department to proceed forthwith to cause such nuisance to be abated by eradicating, cutting, removing, destroying or controlling said tall grass and weeds. The property owner is liable for all costs of removal, cutting or destructions of the nuisance and if the sums are not paid by the property owner, the city council may proceed to assess and collect the expenses of the abatement of such public nuisance upon the premises, lot or parcel of land upon which the same may be found. The City shall report the amount of abatement expenses charged to various property, including a description of the premises, lot, or parcel of land chargeable therewith, and the name of the owner. Such charges shall include all costs, fees and charges authorized by the city council. The city council may certify to the county auditor as a special assessment against the property affected, all such costs, charges and fees. The amounts charged for cutting or other abatement of tall grass and weeds shall be determined by action of the city council.

98.45. - Publication of public notice.

The City shall publish in the official newspaper a public notice of the prohibition of the existence of a public nuisance in the form of tall grass and weeds as prohibited by

this chapter. Such notice shall be published once a month during the months of May, June, July and August of each year.

Section 3. City Code Chapter 10 entitled "General Provisions" and Section 10.99 are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication and be given the Number _____, 4th Series.

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

The President declared the Ordinance passed.

ATTEST:

PASSED: _____, 2023

City Administrator

President of Council

I hereby approve the foregoing Ordinance this _____ day of _____, 2023.

Mayor

Request for Council Action

Date: 08/04/23

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 to Set Fees for Electric Scooter Licensing

The new ordinance setting up the licensing for electric scooters requires the fees to be set by resolution. Staff is looking for direction from the Council on what the initial and renewals fees should be for this process so a resolution can be drafted and brought forward to the next meeting for consideration.

Included in the packet is the online application for electric scooter rental business application for review.

This is what Bird Rides has in place for being contacted with questions, comments, or concerns:

- **East Grand Forks 311:** eastgrandforks@bird.co is the most direct way for broader City staff, stakeholders, businesses, and the community to get in touch with our Fleet Manager in East Grand Forks to report a vehicle concern or retrieval request. I've also attached a social media graphic that lays this out.
- **Community Mode:** Community Mode is accessible by clicking the "⚠" in the bottom left corner within the Bird mobile app. Click this button, and you'll find three separate options: report a "Badly Parked Bird", "Damaged Bird", and "Contact Bird". This is by far the most efficient way to report the aforementioned topics to the Bird Team and you do not have to be a rider to use this feature (only have to have the app downloaded).
- **Bird Ticket Online Request:** Submit a general help request or report a misparked or misplaced Bird.
- **hello@bird.co:** Our general support email address. If riders/constituents would like to reach out over email, this is the address.
- **+1 (866) 205-2442:** Our 24/7 support line if the community would like to reach out over the phone.



Form Center

My Forms

Electric Scooter Rental Business Application

Save Progress

Name of Business*

Phone Number*

Address1*

City

State

Zip

Address - Mailing Address if Different Than Above

City

State

Zip

Total Proposed Fleet Size - Not to Exceed 100 Scooters*

Upload Image of Scooter to be used.*

No file chosen

Upload Description of Registration Application*

No file chosen

Give a description of the internet-enabled mobile device application to be customers to register membership or to use, pay for, lock, and unlock an electric scooter.

Maintenance Plan for Fleet & Relocation*

Explain the plan for maintenance of the scooters to keep them in safe and operable condition, recover and repair scooters that are discovered or reported to be unsafe, and plan to rebalance or relocate the scooters.

Upload Map of Scooter Locations*

No file chosen

Upload a map showing the locations and service areas used by scooter operators.

User Education & Compliance with Local Laws*

No file chosen

Upload the plan for educating customers on proper parking, safe use of the scooter, and how to comply with local laws.



Insurance Information

- Minimum Coverage of \$1,500,000 for injury or death for any number of claims arising out of a single occurrence and \$500,000 for property damage for any one incident.
- Bodily injury limits described herein shall be adjusted to comply with and be equivalent to the limits of political subdivisions set forth in Minnesota Statutes.

Upload Insurance*

No file chosen
Upload Proof of Current Coverage or Insurance

Release & Indemnification Agreement

1. We save, defend, hold harmless, and indemnify the City of East Grand Forks and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claim losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability exposure, however caused, resulting from, arising out of, or in any way connected with the organization's/applicant's permit.
2. We hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to electric scooters, whether or not caused by the act, omission, negligence, or other fault of the City of East Grand Forks, its officers, its employees, or by any other cause.
3. We further hereby exempt, release and discharge the City of East Grand Forks, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any party, arising out of or in any way related to the special event.
4. We hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of East Grand Forks, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota.
5. The **Release and Indemnification Agreement** shall be effective as of the dates of the permit and shall continue in full force until our responsibilities hereunder are fully discharged.

I hereby certify that the information contained in the application is true and accurate. I have read, understand, and agree to abide by the rules and regulations of the City of East Grand Forks. I certify on behalf of the organization to agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event. I certify that I am authorized to execute contracts and other instruments and legally bind the Organization/Applicant.

Electronic Signature Consent

By electronically signing the electric scooter licensing application, the organization/applicant consents the e-signature legally binds them to the terms and conditions of the application and Release and Indemnification Agreement.



E-signature of Organization/Applicant*

Date*

mm/dd/yyyy

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* indicates a required field

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