

**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**
- 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.

AGREEMENT

BETWEEN OWNER AND ENGINEER

FOR

PROFESSIONAL SERVICES

This AGREEMENT is made effective as of the ____ day of August, 2023, (“Effective Date”) by and between the CITY OF EAST GRAND FORKS, MINNESOTA, a Minnesota public corporation (“City”), and WIDSETH SMITH NOLTING & ASSOCIATES, INC., a Minnesota professional corporation (“Engineer”).

The City intends to engage Engineer to provide Professional Engineering Services and General Consulting Services, and to act as the appointed City Engineer for the City. This AGREEMENT sets forth the general terms and conditions that govern the relationship and performance of the City and Engineer.

In consideration of the foregoing recitals and following terms and conditions contained herein, the City and Engineer agree as follows:

ARTICLE 1: SERVICES OF THE ENGINEER

- 1.1 **Scope of Services:** The City agrees to and hereby does retain and appoint Engineer as the designated “City Engineer,” and Engineer agrees to perform professional engineering services (“Professional Engineering Services”) in connection with the responsibilities of the City Engineer, as directed by the City Council, as follows:
- A. Provide assistance on day-to-day matters, acting as the City Engineer, and as requested by the City.
 - B. Attend meetings of the City Council or other Committees or Commissions to address Engineering matters.
 - C. Professional Engineering Services will, in general, include preparation of studies and reports, design, preparation of construction drawings and specifications; construction administration, construction staking and construction observations; utility mapping, and maintaining engineering records and correspondence; review of development proposals and plans; preparing cost estimates, capital improvement planning, and budgeting; guiding and overseeing the design and construction of public infrastructure systems

through private development projects; preparing Requests for Proposals, and assist the City with selecting outside Professional Services Consultants for certain projects, and if directed by the City, managing the Professional Services contracts; and other related tasks of a type normally associated with infrastructure and facility planning, design, construction, operation and/or maintenance.

- D. Under this AGREEMENT the Engineer will provide Professional Engineering Services in accordance with the scope of services, Engineer's compensation, payment terms, and other provisions as provided herein. When requested by the City, services for each additional engagement or specific project that are outside the scope of the usual day-to-day Professional Engineering Services to be provided hereunder will be detailed and documented in a duly executed "Authorization for Professional Services."

1.2 Procedure for "Authorization for Professional Services"

- A. Engineer shall provide the City with an Authorization for Professional Services for specific services or projects, whether requested by the City or brought to the City's attention by the Engineer. Each Authorization will indicate the specific task, scope of services, time for performance, deliverables to be provided, and the basis of compensation.
- B. Every individual Authorization for Professional Services must be approved by the City prior to the Engineer's commencement of Services pursuant to the Authorization. Each duly executed Authorization for Professional Services, including specific, additional Services required of the project not set forth in this AGREEMENT, shall be incorporated and made a part of this AGREEMENT. The Authorization and this AGREEMENT shall be read together when interpreting the scope and duties of Engineer for the project approved and described in the Authorization. If an irreconcilable conflict exists between terms of the Authorization and the AGREEMENT, this AGREEMENT shall prevail.
- C. Engineer shall provide services as directed by the City Council and act on the City's behalf to the extent of its authority delegated in this AGREEMENT, or as specified in writing by the Council. For specific Authorization for Professional Services, the City shall designate in writing, a person to act as City's representatives with respect to the services to be rendered.

ARTICLE 2: PERIOD OF SERVICE

- 2.1 **Term:** Engineer is hereby retained on a three (3) Year basis starting January 1, 2023 through December 31, 2025, subject, however, to termination by either party in accordance with the AGREEMENT.
- 2.2 Engineer shall complete its obligations for specific projects and services as set forth in any Authorization for Professional Services.

ARTICLE 3: COMPENSATION

- 3.1 **Basis for Compensation:** Compensation to Engineer for day-to-day services shall be on an Hourly Rate basis in accordance with a Standard Hourly Rate Schedule set forth by the Engineer and approved by the City Council. Services described in a specific Authorization(s) for Professional Services shall be on an Hourly Rate basis / Percentage of Construction Cost and/or a Lump Sum basis as designated in each authorization. Engineer shall allocate and bill the Hourly Rate in quarter of an hour increments. The current Standard Hourly Rate Schedule is attached hereto and made a part of this AGREEMENT as Exhibit A. Any proposed increases in the Standard Hourly Rate Schedule shall be presented to the City for approval by the City Council. Standard Hourly Rate Schedule to be adjusted annually.
- 3.2 **Reimbursable Expenses:** The Engineer shall be reimbursed at cost for any Direct Expenses when incurred in the direct performance of the City's work in accordance with the Standard Hourly Rate Schedule.
- 3.3 **Payments for Services**
- A. *Preparation and Submittal of Invoices:* Engineer shall prepare and submit invoices to the City on a monthly basis. Invoices are due and payable within thirty (30) days of receipt and otherwise pursuant to the Prompt Payment of Local Government Bills Act, Minn. Stat. § 471.425 ("Payment Act").
 - B. *Unpaid Invoices:* All accounts owed and unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of four percent (4%) per annum. Payment will be credited first to any interest owed to Engineer and then to principal.
 - C. *Disputed Invoices:* If the City contests an invoice, the City shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion pursuant to subsection 3.3 A. above.
 - D. *Continuation of Services:* Notwithstanding a good faith dispute as referenced in subsection 3.3 C above, Engineer shall continue to provide services while pursuing dispute resolution pursuant to this AGREEMENT.

ARTICLE 4: CITY RESPONSIBILITIES

- 4.1 **Provide Access:** The City shall provide access to, and make all provisions for Engineer to enter upon public or private property as required to perform their work.
- 4.2 **Provide Supporting Documentation and Services:** The City shall provide all necessary information regarding its requirements as necessary for orderly progress of the work,

including records, data, instructions, and requirements for completeness. The City shall also be responsible for providing services such as any accounting, fiscal and bond counseling services, insurance and legal services that may be required related to completion of the City's project.

- 4.3 The City shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City to Engineer pursuant to this AGREEMENT. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this AGREEMENT.
- 4.4 **Provide Prompt Notice and Review:** The City shall promptly review and examine all correspondence, reports, sketches, drawings, specifications and other documents and communications prepared and presented by Engineer and render decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer. The City shall also give prompt notice to Engineer whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work.
- 4.5 Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; assist with approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.6 Upon notice that asbestos or pollutant has been discovered on the project city shall assist to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, WSN represents and CLIENT acknowledges that it is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence

or potential presence of asbestos or pollution. Therefore, if WSN becomes aware of WSN shall give notice to client prior to any project in which WSN shall or may undertake said uninsurable obligations and upon Client consent to retain WSN for project services notwithstanding CLIENT agrees, except (1) such liability as may arise out of WSN's negligence in the performance of services under this Agreement or (2) subject to Clients liability limits under Minnesota Statutes Chapter 466.03, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.

- 4.7 Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

ARTICLE 5: GENERAL CONSIDERATIONS

5.1 Standards and Scope of Performance

- A. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by Engineer under this AGREEMENT will be the care and skill ordinarily used by reputable members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Consultants*: Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the City. Engineer give the City timely notice prior to retaining a Consultant. If the City has an objection to the Consultant, it shall provide prompt notice to Engineer so as not to delay Engineer in the performance of its duties through the use of a Consultant in the subject area.
- C. *Reliance on Others*: Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, professional certifications, contractors, suppliers, manufacturers, and the publishers of technical standards.
- D. *Compliance with Laws and Regulations, and Policies and Procedures*: Engineer and City shall comply with applicable Laws and regulations.

- E. *Certifications and Signatures*: Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.
- F. *Construction Observation*: If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. Such site visits shall be subject to the standard of care as outlined in Article 5.1A of agreement. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards. If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

5.2 **Independent Contractor**: Engineer is an independent contractor. The manner in which the services are performed shall be controlled by Engineer; however, the nature of the services and the results to be achieved shall be specified by the City. All services provided by the Engineer pursuant to this AGREEMENT shall be provided by the Engineer as an independent contractor and not as an employee of the City for any purpose, including but not limited to, income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

5.3 Insurance and Indemnification

- A. Engineer shall procure and maintain insurance for protection from workers' compensation claims (statutory limits), employers' liability claims (at least \$500,000 limit), commercial general liability insurance coverage claims for bodily injury, death, or property damage, including the loss of use resulting therefrom, arising out of Engineer's general business

activities, and auto liability coverage for claims arising out of the use of owned or hired autos of \$1,000,000 for each occurrence and \$2,000,000 in annual aggregate. The liability insurance policy and auto policy shall each provide coverage for each occurrence in the minimum amount of \$1,000,000 and in annual aggregate.

- B. Engineer shall also procure and maintain at least \$2,000,000 for each claim made, and in annual aggregate, of professional liability insurance covering claims for legal liability arising from a negligent error, omission, or act, for which Engineer is legally liable in the performance of professional services required hereunder.
- C. Engineer shall be responsible for paying the costs of all such insurances. Certificates of insurance will be provided to the City upon execution of the contract and thereafter upon request by the City. (Certificates of Insurance included in Exhibit B)
- D. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its officials, agents and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Engineer's negligent performance of professional services under this Agreement and that of its sub consultants or anyone for whom the Engineer is legally liable.
- E. The City agrees, subject to the limits of its liability established by Minnesota Statutes, Chapter 466, to indemnify and hold harmless the Engineer, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts of City's officers or employees.
- F. Neither the City nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- G. Nothing in this Agreement shall be construed as a limitation or waiver by City of any immunities, defenses, or other limitations on liability to which it is entitled by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

5.4 Opinions of Cost

- A. Engineer's opinions of probable project cost, construction cost, life cycle cost, alternative evaluations, and considerations for operations and maintenance costs are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the

construction industry. It is recognized, however, that Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions. Engineer, therefore, cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions of probable costs prepared by Engineer and submitted to the City.

- B. The services of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

5.5 Construction Phase Services

- A. CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

5.6 Review of Shop Drawings and Submittals

- A. Subject to the standard of care, WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not

constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

5.7 Review of Pay Applications

- A. Review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents.

5.8 Request for Information (RFI)

- A. If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN, with prior consent from owner, may be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

5.9 Contingency Fund

- A. CLIENT and WSN agree that certain increased costs and changes may be required and that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes.

5.10 Corporate Protection

- A. It is intended by the parties to this Agreement that provided WSN remains licensed and in good standing with the State of Minnesota WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal

exposure for the risks associated with this Project. Therefore, and subject to the foregoing, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

5.11 Data Practices Act Compliance and Audit: Data provided by Engineer or created under this AGREEMENT shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Furthermore, the books, records, documents, and accounting procedures of Engineer are subject to examination by the City, the legislative auditor, and the state auditor for a period of six years.

5.12 Use of Documents

- A. All Documents prepared and submitted by Engineer are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project or Service is completed. The City shall not rely in any way on any Document unless it is submitted by the Engineer in its final form.
- B. At the time of completion or termination of this AGREEMENT or for each Authorization for Professional Service, Engineer shall make available to the City, upon request, copies of all deliverables, maps, reports, and correspondence, pertaining to the work or a Project described in an authorization. None of such documents is intended or represented to be suitable for reuse by the City or others on extensions of the work or Project or to any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Engineer. In this regard, the City will indemnify and hold harmless Engineer from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted, or authorized by Engineer.
- C. In the event electronic copies of documents are made available to the City, the Engineer makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

5.13 **Conflict of Interest:** The Engineer shall use best efforts in the performance of its services and professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the Engineer, with the consent of the City, shall arrange for suitable alternative engineering representation. It is the intent of the Engineer to refrain from handling engineering matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City.

5.14 Termination

- A. Either party may terminate this AGREEMENT upon thirty (30) days written notice.
- B. Either party has the right to terminate any Authorization for Professional Services upon ten (10) days' written notice. In addition, the City may at any time, reduce the scope of an Authorization for Professional Services as provided herein. Such reduction in scope of an authorization shall be set forth in a written notice from the City to the Engineer.
- C. In the event of a reduction in scope of an Authorization for Professional Services, Engineer shall be paid for the work performed and expenses incurred on the authorization thus reduced and for any completed work for which payment has not been made.
- D. In the event of termination of an Authorization for Professional Services, copies of all documents prepared by Engineer under the authorization shall be made available by Engineer to the City, pursuant to ARTICLE 5.5, and there shall be no further obligation of the City to Engineer under the authorization, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, plus expenses incurred by Engineer to gather, compile, copy, and transmit all documents requested by the City.
- E. In like manner, if the entire AGREEMENT is terminated, copies of all remaining documents on file with the Engineer shall also, upon request, be provided to the City pursuant to ARTICLE 5.6 upon receipt of payment of amounts due and owing Engineer for any authorized work, plus expenses incurred by Engineer to gather, compile, copy, and transmit all documents requested by the City.

5.15 **Controlling Law:** This AGREEMENT is governed by the laws of the State of Minnesota.

5.16 Successors, Assigns, and Beneficiaries

- A. The City and Engineer are hereby bound and the successors, executors, administrators, assigns, and legal representatives of the City and Engineer are hereby bound to the other party to this AGREEMENT and to the successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this AGREEMENT.
- B. Neither the City nor Engineer may assign, sublet, or transfer any rights under or interest in this AGREEMENT, or any portion thereof, without the written consent of the other party. Nothing contained in this paragraph shall prevent Engineer from employing such

independent, duly qualified professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

- C. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the City and Engineer.

5.17 Dispute Resolution

- A. The City and Engineer agree to first attempt in good faith to resolve all disputes between them arising out of this Agreement (“Disputes”) for a period of thirty (30) days from the date of notice prior to invoking other provisions of this AGREEMENT, or exercising their rights under law.
- B. If the foregoing process does not resolve the Dispute, the City and Engineer agree that the Dispute(s) shall then be submitted to mediation unless the parties mutually agree otherwise. The parties reserve all rights and remedies available to them at law or in equity in the event the Dispute is not resolved by mediation.

- 5.18 **Notices:** Any notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the business address of the other party as set forth below. If regular mail is used, the notice shall also be given on the same day the mail is sent.

To the City: 600 Demers Avenue
 East Grand Forks, Mn. 56721

To the Engineer: 1600 Central Ave NE
 East Grand Forks, Mn. 56721

5.20 Survival, Severability, Waiver

- A. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this AGREEMENT will survive its completion or termination for any reason.

- B. *Severability*: Any provision or part of the AGREEMENT held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Engineer.
- C. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

WIDSETH SMITH NOLTING & ASSOCIATES, INC.

CITY OF EAST GRAND FORKS, MINNESOTA

By _____
Steven R. Emery, PE, VP

By _____
Steve Gander, Mayor

Subscribed and Sworn to before
me this ____ day of August,
2023

Attest: _____
Reid Huttunen, City Administrator

Notary Public

Appendix A

Standard Hourly Rate Schedule

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$130 / Hour
Level II	\$155 / Hour
Level III	\$180 / Hour
Level IV	\$188 / Hour
Level V	\$200 / Hour
Technician	
Level I	\$ 87 / Hour
Level II	\$110 / Hour
Level III	\$130 / Hour
Level IV	\$145 / Hour
Level V	\$160 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$135 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$105 / Hour
Administrative Assistant	\$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

Appendix B

Certificate of Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2023

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

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

PRODUCER Zimny Insurance Agency, Inc. 1103 Broadway St, Suite 100 Alexandria MN 56308	CONTACT NAME: Heather Carlson	FAX (A/C, No): 320-762-5433	
	PHONE (A/C, No, Ext): 3204219113	E-MAIL ADDRESS: heatherc@zimnyins.com	
INSURED Widseth, Smith, Nolting & Associates Inc. dba Widseth 216 S MAIN ST CROOKSTON MN 56716	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens Insurance Co Of Illin		10714
	INSURER B: Allmerica Financial Benefit		
	INSURER C: Hanover Insurance Group		22292
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 4087
WDSSMI-01

COVERAGES

CERTIFICATE NUMBER: 289492299

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		ZBXJ286979	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		AWXJ287115	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		UHXJ286985	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WZXJ267492	2/1/2023	2/1/2024	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of East Grand Forks
600 Demers Ave
East Grand Forks MN 56721
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Carlson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2023

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

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

PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C, No, Ext): (952) 893-1933 FAX (A/C, No): (952) 893-1819 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 37885
INSURED Wideth Smith Nolting & Associates Inc. 216 South Main Street P. O. Box 458 Crookston MN 56716		

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 1 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5008041	01/22/2023	01/22/2024	Each Claim/ \$3,000,000 Each Policy Year Aggregate \$4,000,000

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

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER**CANCELLATION**

City of East Grand Forks Attn: Megan Nelson Admin Assit 600 Demers Ave East Grand Forks MN 56721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Megan Nelson

From: Steve Emery <Steve.Emery@widseth.com>
Sent: Monday, August 7, 2023 1:07 PM
To: Megan Nelson
Subject: [EXTERNAL]RE: Request for Fee Page
Attachments: 2023 FEE Schedule.pdf

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

Here is the 2023 Fee Schedule. This would be adjusted annually with a not to exceed % of 3%

Steve Emery, PE

Civil Engineer, Office Manager, VP
218-773-5626
1600 Central Avenue NE
East Grand Forks, MN 56721-1570

WIDSETH

Widseth.com

50 Best Places to Work (*Prairie Business Magazine*, 2022)

From: Megan Nelson <mnelson@ci.east-grand-forks.mn.us>
Sent: Monday, August 7, 2023 9:43 AM
To: Steve Emery <Steve.Emery@widseth.com>
Subject: Request for Fee Page

Good Morning Steve,

I am looking at the agreement, did you prepare the fee pages for the agreement? If so, can you please send me what is being proposed?

Thanks,
Megan

Megan Nelson
City Clerk - MCMC
City of East Grand Forks
Phone 218-773-2483

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**

(RETAINER AGREEMENT January 2023-Dec 2025)

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. Aeiiso 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. Aeiiso 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

protected by reCAPTCHA

[Privacy](#) [Terms](#)

* indicates a required field

 Government Websites by CivicPlus®

