

**AGENDA
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 15, 2023 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of August 1, 2023.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of August 8, 2023.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the Special Event Application for the Grand Forks Marathon group allowing the closure of the Sorlie Bridge for the start of the race on Saturday, August 26th contingent upon approval from the Minnesota Department of Transportation.
4. Consider approving the Special Event Application for the 7th Annual City Showcase and allow the closure of the parking lot by restaurant row for the event on Wednesday, September 6th and waive all city license fees for food vendors participating in the event.
5. Consider adopting Resolution No. 23-08-51 authorizing Persons listed below (subject to any expressed restrictions) is authorized for ACH origination and for online banking:

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.

Name and Title Signature

- (A) Steven Gander, Mayor
- (B) Reid Huttunen, City Administrator/Clerk-Treasurer
- (C) Megan Nelson, City Clerk
- (D) Terry Knudson, HR Generalist
- (E) Karla Anderson, Finance Director

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

- 6. Regular meeting minutes of the Water, Light, Power, and Building Commission for July 19, 2023.

COMMUNICATIONS:

- 7. Acknowledge the retirement of Sergeant Dennis Robertson who served almost 29 years in the East Grand Forks Police Department.

OLD BUSINESS:

- 8. Consider adopting Ordinance No. 36 4th Series amending City Code Chapter 130 General Offenses by adding section 130.08 concerning the use of cannabis products in public places within the East Grand Forks city limits and by adopting reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (2nd Reading).
- 9. Consider adopting Ordinance No. 37 4th Series amending City Code Title 11 Business Regulations by adding Chapter 118 concerning licensing and regulation of electric scooter rental system and by adopting by reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (2nd Reading).
- 10. Consider adopting Ordinance No. 38 4th Series amending City Code Title 7 Traffic Code by adding Chapter 78 concerning the use of electric scooters within the East Grand Forks city limits and by adopting by reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (2nd Reading).

NEW BUSINESS:

- 11. Consider approving the agreement between the City of East Grand Forks and Widseth Smith Nolting for engineering services from January 2023 through December 2025.
- 12. Consider approving the retainer agreement between the City of East Grand Forks and Ronald Galstad of Galstad, Jensen, and McCann for legal services from January 2023 through December 2025.
- 13. Consider appointing Mr. Jeremy King as the Interim Park and Recreation Superintendent as of August 16, 2023.

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.

14. Consider approving Ordinance No. 39, 4th Series amending City Code Title IX entitled "General Regulations" by revoking weeds sections 98.35 and amending/replacing section 98.35 weeds with the following: and by adopting by reference City Code Title 1 and section 10.99 which, among other things, contain penalty provisions (1st Reading).
15. Consider final approval of the Pace Addition Plat with the requirement that a digital file of the plat be submitted to the Community Development Office.
16. Consider approving the facility use agreement between the City of East Grand Forks and East Grand Forks Blue Line Club for the use of the VFW Memorial Arena from September 11th through October 13th for a total of \$14,725.
17. Consider approving the facility use agreement between the City of East Grand Forks and the Northern Lights Figure Skating Club for use of the VFW Memorial Arena from September 18th through October 13th for a total of \$3,975.
18. Consider adopting Resolution No. 23-08-52 approving the fees for the licensing of electric scooters within city limits of \$2,000 for the initial application and \$500 for the yearly renewal applications.
19. Consider approving the ordinance summary for Ordinance No. 37, 4th Series to be used for publication of the ordinance.

CLAIMS:

20. Consider adopting Resolution No. 23-08-53 authorizing the City of East Grand Forks to approve purchases from Border States Trophy the good referenced in check number 41096 for a total of \$95.00 whereas Council Member Riopelle is personally interested financially in the contract.
21. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

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, JULY 5, 2023 – FOLLOWING THE COUNCIL MEETING**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

1. The meeting will be closed pursuant to MN Statute 13D.05 Subd. 3(1) to determine the asking price for real or personal property to be sold by the government entity for parcels 83.00933.00, 83.00934.00, and 83.00935.00.

ADJOURN:

Upcoming Meeting

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
Council Meeting – Tuesday, September 19, 2023 – Council Chambers – 5:00 PM

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

**UNAPPROVED MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 1, 2023 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, August 1, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

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

Staff Present: Karla Anderson, Finance Director; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Keith Mykleseth, Water and Light General Manager; and Megan Nelson, City Clerk.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of July 18, 2023.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of July 25, 2023.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of July 25, 2023.

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

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

- 4. Consider approving the Special Event Application for the Sacred Heart Block Party for Wednesday, August 16, 2023 and authorizing the road closure for the event.
- 5. Consider adopting Resolution No. 23-08-49 adopting the fees for the 2023-2024 figure skating and hockey programs.
- 6. Consider approving the Special Event Application for the Hope Inc Classic Fundraiser event scheduled for Sunday, August 13, 2023 and authorize use of the parking lot for this event.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS FOUR (4) THROUGH SIX (6).

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

Voting Nay: None.

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

- 7. Regular meeting minutes of the Water, Light, Power, and Building Commission for July 5, 2023.
- 8. City Financial Statements as of June 30, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

- 9. Consider approving the request to start the hiring process to fill the vacant accounting technician position.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER HELMS, TO APPROVE THE REQUEST TO START THE HIRING PROCESS TO FILL THE VACANT ACCOUNTING TECHNICIAN POSITION.

Council member Larson suggested this item be tabled until a later time. Council President Olstad also

asked to have this tabled while they continue to work through the budget process until the budget was determined.

Voting Aye: Vetter and Helms.

Voting Nay: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.

10. Consider approving the amendment to the Memorandum of Understanding between the City of East Grand Forks and the East Grand Forks Public School District changing the cost sharing from 50/50 to 65% for the School and 35% for the City.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND THE EAST GRAND FORKS PUBLIC SCHOOL DISTRICT CHANGING THE COST SHARING FROM 50/50 TO 65% FOR THE SCHOOL AND 35% FOR THE CITY.

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

Voting Nay: None.

11. Consider approving the Memorandum of Understanding between the City of East Grand Forks, City of Grand Forks, and Metropolitan Planning Organization for the Safe Streets and Roads for All Action Plan grant program.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS, CITY OF GRAND FORKS, AND METROPOLITAN PLANNING ORGANIZATION FOR THE SAFE STREETS AND ROADS FOR ALL ACTION PLAN GRANT PROGRAM.

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

Voting Nay: None.

12. Consider adopting Resolution No. 23-08-50 authorizing the special assessments for Folsom Farms driveway construction totaling \$9,844 over 20 years at 6% interest.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-08-50 AUTHORIZING THE SPECIAL ASSESSMENTS FOR FOLSON FARMS DRIVEWAY CONSTRUCTION TOTALING \$9,844 OVER 20 YEARS AT 6% INTEREST.

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

Voting Nay: None.

13. Consider authorizing the Request for Proposals for engineering services for a three-year contract.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER HELMS, TO AUTHORIZE THE REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR A THREE-YEAR CONTRACT.

Mayor Gander said they had the information needed and he thought they should renew the contract with Widseth without getting proposals. Council member Helms asked if it would be for a three-year contract. Mayor Gander said yes. Council President Olstad said he appreciated Mr. Emery working with him and Mayor Gander throughout this process and would like to move forward with renewing the contract with Widseth. Council member Vetter said the recommendation came from the finance committee and he would be supporting the request. Council member Pokrzywinski commented how the contract had already expired and asked to start looking at contracts before they expired. Mayor Gander said they were finalizing some information and would bring the contract back to the Council for consideration. Mr. Emery reviewed the fee information that had been included in the packet, a couple he pulled out, and how Widseth was over all lower in fees, there was a value for experience, they had been in the community for 67 years, and had given back to the community.

Voting Aye: Vetter.

Voting Nay: Pokrzywinski, Riopelle, Helms, Olstad, Larson, and Peterson.

14. Consider approving Ordinance No. 36 4th Series amending City Code Chapter 130 General Offenses by adding section 130.08 concerning the use of cannabis products in public places within the East Grand Forks city limits and by adopting reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (1st Reading).

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE ORDINANCE NO. 36 4TH SERIES AMENDING CITY CODE CHAPTER 130 GENERAL OFFENSES BY ADDING SECTION 130.08 CONCERNING THE USE OF CANNABIS PRODUCTS IN PUBLIC PLACES WITHIN THE EAST GRAND FORKS CITY LIMITS AND BY ADOPTING REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS (1ST READING).

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

Voting Nay: None.

15. Consider approving Ordinance No. 37 4th Series amending City Code Title 11 Business Regulations by adding Chapter 118 concerning licensing and regulation of electric scooter rental system and by adopting by reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (1st Reading).

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ORDINANCE NO. 37 4TH SERIES AMENDING CITY CODE TITLE 11 BUSINESS REGULATIONS BY ADDING CHAPTER 118 CONCERNING LICENSING AND REGULATION OF ELECTRIC SCOOTER RENTAL SYSTEM AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS (1ST READING).

Mr. Galstad said he wanted to highlight a couple things, one being an application would need to be drafted, he needed to verify insurance amounts with the League of Minnesota Cities, and the ordinance required a fee schedule for an initial application and a renewal. He said Grand Forks had a \$2,000 initial license fee and a \$500 renewal but their fleet size was around 400 and the City was limiting the fleet to 100. He reminded the Council it would need to be renewed yearly. Ms. Nelson informed the Council Bird Rides did have a system in place to address riders that did not follow proper procedures. Mr. Galstad added complaint forms would need to be available that could be provided to the City.

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

Voting Nay: None.

16. Consider approving Ordinance No. 38 4th Series amending City Code Title 7 Traffic Code by adding Chapter 78 concerning the use of electric scooters within the East Grand Forks city limits and by adopting by reference City Code Chapter 1 and Section 10.99 which among other things, contain penalty provisions (1st Reading).

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ORDINANCE NO. 38 4TH SERIES AMENDING CITY CODE TITLE 7 TRAFFIC CODE BY ADDING CHAPTER 78 CONCERNING THE USE OF ELECTRIC SCOOTERS WITHIN THE EAST GRAND FORKS CITY LIMITS AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS (1ST READING).

Mr. Galstad stated the ordinance did not allow any sidewalk use, there were no road restrictions listed, but the scooters were allowed to be used on roads that had a speed limit of 30 miles per hour or less which would eliminate the highways and business highway. Council member Pokrzywinski asked how fast the scooters could go. Mr. Galstad said between 10 to 15 miles per hour and they would not be allowed on any roads that had a speed limit that was 30 miles per hour or higher.

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

Voting Nay: None.

CLAIMS:

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

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander welcomed Mr. Huttunen as the new city administrator and looked forward to working with him as they had done while he worked in the Parks and Recreation Department. He continued saying how he saw volunteers helping with the slab for the outside rink, he thanked all volunteers that helped with programs because it added value to the programs, and it made a difference. He explained there was a pickleball tournament that took place over the weekend, there would also be a fall tournament, and Catfish Days took place over the weekend. He thanked everyone that helped put those events on and reminded everyone that Heritage Days was taking place August 12th-13th and Hot Valley Nights concert event would be happening August 18th-19th.

Mayor Gander stated he had received a letter from a concerned resident who was concerned about the sale of the Senior Center and reminded everyone that everything was on the table, there was no immediate plans at this time to sell the Senior Center, but if at some point the building was sold, the programs would be moved to another city facility to allow seniors to have their own space, and he would like to hear from anyone with thoughts on this issue. He ended with saying he had a guest, Ava, who had an interest in government, she had toured City Hall, and asked if she had anything to say. Ms. Ava said hi and that she liked the tour.

Council Vice-President Riopelle said he had received information from Ms. Anderson that showed what the different fund numbers were and if anyone needed the information, she had it available.

Council Member Helms stated that August 12th-13th was going to be Heritage Days, the Mayor was going to be judging the hotdish contest, how they were still looking for some judges, and they had been busy working on getting things ready for that weekend.

Council Member Larson congratulated and welcomed Mr. Huttunen and how he was looking forward to working with him.

Council President Olstad said he was looking forward to the years to come working with Mr. Huttunen.

Mr. Huttunen thanked the Council for the warm welcome, today was the first day, and he was learning about current projects and department needs. He said he had attended the Coalition of Greater Minnesota Cities conference the week before, it was a great conference, and the biggest take away information about a lot of new funding opportunities, new laws, and at the State level they were still trying to determine how to run programs.

Mr. Emery told the Council the concrete work had been completed at Bygland Road and 13th Street SE for the HAWK system project and they needed to run wire, set the poles, and complete landscaping. He added their completion date was August 11th and they could have a couple weeks of use before school started. Ms. Ellis informed the Council the City would be starting with education materials for the HAWK system so people were familiar with it before school started. She said they would have information on the city channel, on the city Youtube channel, on Facebook, and the city website. She stated they would also be sharing information at schools during open houses so they could inform people how the system would work. She added they would be getting out as much information as possible so when school starts parents and students understood how the system worked.

Mr. Emery stated work had started on the federal project, they work currently working on the south side of Highway 2 on 5th Avenue NE and RJ Zavorals would be starting on the watermain replacement the following week.

Council President Olstad thanked Ms. Nelson for the things she had done and taken on over the last few months.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE AUGUST 1, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:28 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

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

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, August 8, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

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

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Reid Huttunen, City Administrator; Jeremy King, Public Works Supervisor; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Review Proposed Engineering Service Contract from Widseth – Mark Olstad

Council President Olstad stated the contract would be the same as before and there was an updated fee schedule that capped the fee increases to 3% for 2024 and 2025. He asked for questions. Mayor Gander thanked Mr. Emery and his team for negotiating in good faith and always getting them the requested information. There were no other comments or questions.

This item will be referred to a City Council Meeting for action.

2. Review Proposed Legal Service Contract from Mr. Galstad – Mark Olstad

Council President Olstad explained how they had reviewed the agreement and that Mr. Galstad would be working with Crookston to help reduce the fees for time spent in court. He thanked Mr. Galstad for working on that. Mayor Gander also thanked Mr. Galstad for the good hourly rate and working hard to find savings. He added that because of Zoom court there was added costs because of the extended time spent in court and how they would like to see court be conducted the way it was before COVID happened.

This item will be referred to a City Council Meeting for action.

3. Consider the Request for Salary Adjustment – Michael Hedlund

Chief Hedlund explained that Officer Kallinen was hired at a Step 3 which had been the standard, others have been hired at a higher step, and it was an oversight that Officer Kallinen had not been hired at a

higher step because of his significant experience. He stated the request was being made for a step increase and backpay to January of 2023 which totaled \$3,652. Council President Olstad said when this had first come up it was determined they needed to go through the correct process and the business representative had requested to discuss this instead of having to file a grievance. He added that it was asked but it did not seem that any others had a similar issue. There were no questions.

This item will be referred to a City Council Meeting for action.

4. Consider Amending City Code Section 98.35 Regarding Weeds & Grass – Ron Galstad

Mr. Galstad informed the Council that he had updated the ordinance regarding weeds and grass because the State now mandated that wild flowers or gardens could be allowed to replace lawns. He added that the State also allowed grass up to eight inches instead of six inches, so the ordinance was updated to reflect that change. He stated even though gardens were allowed they could not be inundated with weeds and the Department of Agriculture had the list of noxious weeds and that if no one was listed, the mayor would be considered the weed inspector. Council member Helms asked about the Simplot property. Mr. Galstad said he would look into it. There were no other questions.

This item will be referred to a City Council Meeting for action.

5. Consider Request to set Electric Scooter Licensing Fees – Reid Huttunen

Mr. Huttunen reminded the Council the ordinances had their first reading at the last council meeting, Grand Forks had sent the fees for their licensing process at \$2,000 for the initial application and \$500 for renewal applications, and staff was looking for a recommendation to set the fees as required by the ordinance. He stated how Grand Forks had a fleet of 400 and the City would be limited to 100 scooters, he was not sure what the legal fees had been, and if they wanted to try and cover some of those costs with the licensing fee. Council member Larson stated the fixed costs would be similar to Grand Forks regardless the size of the fleet so they should be consistent with Grand Forks. Council President Olstad said he thought the same. The consensus from the Council was they could be the same.

This item will be referred to a City Council Meeting for action.

6. Request to Appoint Interim Parks & Recreation Superintendent – Reid Huttunen

Mr. Huttunen told the Council he had sent out an email asking if there was interest in the interim position, only one city employee stepped forward, and Mr. Jeremy King would be a great candidate based on his skill set. He recommended appointing Mr. King who could transition into the position on August 16th. Discussion followed about how people would be moved around at Public Works with Mr. King's absence, the timeline to fill the full-time superintendent position would be no sooner than the middle of October, and there was an understanding that things could shift back if Mr. King was not hired for the full time position.

This item will be referred to City Council Meeting for action.

7. Other – Steve Emery

Mr. Emery informed the Council the turn signal was going to be installed on Thursday at the intersection

of 1st Street SE and 3rd Ave SE by the Point Bridge with the work finishing up by Friday. He added the Ti-Zack Concrete was supposed to have completed the HAWK system project by August 11th but they had a foreman quit so they requested a week extension which had been granted and would still have the project completed before school started.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER HELMS, TO ADJOURN THE AUGUST 8, 2023 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:21 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

Megan Nelson

From: noreply@civicplus.com
Sent: Monday, July 31, 2023 9:59 PM
To: Megan Nelson; City Administration
Subject: [EXTERNAL]Online Form Submittal: Special Event Application

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

Special Event Application

Please Submit 60 Days Prior to Event

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

Organization Name	Grand Forks Marathon
Phone Number	218-791-1584
Address1	1620 King Cove
Email Address	ddunham@dakotacommercial.com
City	Grand Forks
State	ND
Zip	58201
Applicant Name/Contact Person	Deb Dunham
Email Address	ddunham@dakotacommercial.co
Phone Number	218-791-1584
Second Contact Person	Rachel Hellyer
Email Address	Rachel@pdsproule.com
Phone Number	701-215-1080

(Section Break)

Special Event Information

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

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

Event Title	GF10
Type of Event	Run/Walk
Date(s) and Time of Event	8/26/2023 7:00 AM - 8/26/2023 9:30 AM
Description/Narrative of the Event	<p>A 10mile road race starting on the Sorlie Bridge and running through downtown GF, along University Ave, through UND campus, back downtown, across the Sorlie Bridge sidewalk, up the EGF greenway, crossing on the north pedestrian bridge and back dow the GF side of the greenway.</p> <p>Estimated 125 participants</p> <p>Sorlie Bridge will be narrow coned off on the north side from 6:40am - 7:05am</p> <p>Document attached below with race course maps. Only the 10Mile map is applicable</p>

(Section Break)

Event Site Plan/Map [GF10 race maps 2023.docx](#)

(Section Break)

Power & Water Requests

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

(Section Break)

River Access No

If yes, complete the form [The Polk County Boat & Water Event Permit Application](#)



Megan Nelson

From: noreply@civicplus.com
Sent: Wednesday, July 26, 2023 9:59 AM
To: Megan Nelson; City Administration
Subject: [EXTERNAL]Online Form Submittal: Special Event Application

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

Special Event Application

Please Submit 60 Days Prior to Event

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

Organization Name	CITY OF EAST GRAND FORKS
Phone Number	2183993244
Address1	600 DeMers Ave NW
Email Address	kanderson@egf.mn
City	East Grand Forks
State	MN
Zip	56721
Applicant Name/Contact Person	KARLA ANDERSON
Email Address	kanderson@egf.mn
Phone Number	12183993244
Second Contact Person	Brianna FEIL
Email Address	bfeil@egf.mn
Phone Number	12183993384

(Section Break)

Special Event Information

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

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

Event Title	7th Annual EGF City Showcase
Type of Event	Other
Date(s) and Time of Event	9/6/2023 5:00 PM - 9/6/2023 7:00 PM
Description/Narrative of the Event	<p>Showcasing City Departments along with EGF educational institutions, local and county law enforcement, EGF restaurants, and public/social services. This is the 7th annual. The event in other years had been at the City Hall parking lot and the Civic Center parking lot.</p> <p>River Street NW will need to be closed from Demers Ave NW north to Patriot St, starting at approximately 3pm on September 6.</p> <p>Garbage cans will be needed. A local vendor will be bringing Portable restrooms. Possibly need picnic tables.</p>

(Section Break)

Event Site Plan/Map	<u>2023 city showcase map.docx</u>
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(Section Break)

Power & Water Requests

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

(Section Break)

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

RESOLUTION NO. 23 - 08- 51

CORPORATE AUTHORIZATION RESOLUTION

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

WHEREAS, the City Council of the City of East Grand Forks, Minnesota, has designated American Federal Bank as a depository with ACH origination and online banking; and

BE IT RESOLVED By the City Council of and for the City of East Grand Forks, Minnesota, as follows:

1. The City agrees to the terms and conditions of any account agreement approved by the City Council and properly opened by any representative(s) of the City identified in the following Paragraph 2, and authorizes American Federal Bank to charge the City for all checks, drafts, or other orders, for the payment of money, that are drawn on American Federal Bank by any representative(s) of the City identified in the following Paragraph 2, regardless of by what means the facsimile signature(s) may have been affixed so long as they resemble the signature specimens listed in Paragraph 2 and contain the required number of signatures for this purpose.
2. The persons listed below (subject to any expressed restrictions) are authorized for ACH origination and for online banking:

Name and Title	Signature
(A) Steven Gander, Mayor	_____
(B) Reid Huttunen, City Administrator	_____
(C) Megan Nelson, City Clerk	_____
(D) Terry Knudson, HR Generalist	_____
(E) Karla Anderson, Finance Director	_____

BE IT HEREBY FURTHER RESOLVED that the City Council has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: August 15, 2023

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 15th of August, 2023.

Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on July 19, 2023, at 8:00 am in the City Council Chambers.

Present: Quirk, Grinde, Beauchamp, Riopelle

Absent: None

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Steve Emery, Todd Forster, Brianna Feil, Corey Thompson, Jordan Midgarden, Karla Anderson, Tyler Tretter, Justin LaRocque, Judd Stauss and Reid Huttunen.

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve the minutes of the previous regular meeting held on July 5, 2023.

Voting Aye: Quirk, Grinde, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,485,306.98.

Voting Aye: Quirk, Grinde, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to approve providing complimentary water and temporary electric for the 2023 Happy Harry's Hot Valley Nights Music Festival to be held on August 18-19, 2023, as requested by Justin LaRocque.

Voting Aye: Quirk, Grinde, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp seconded by Commissioner Riopelle to approve an in kind donation by Water and Light for the wire and labor to install the lights at the outdoor Blue Line rink and if additional funds are needed for the project, the City would need to request a one-time increase to the building maintenance contribution to the City.

Voting Aye: Quirk, Beauchamp

Voting Nay: Riopelle

Abstain: Grinde

It was moved by Commissioner Grinde seconded by Commissioner Beauchamp to adjourn at 8:33 am to the next regular meeting on August 2, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Quirk, Grinde, Beauchamp, Riopelle

Voting Nay: None

Lori Maloney
Commission Secretary

ORDINANCE NO. 36, 4th SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE CHAPTER 130: GENERAL OFFENSES BY ADDING SECTION 130.08 CONCERNING THE USE OF CANNABIS PRODUCTS IN PUBLIC PLACE WITHIN THE EAST GRAND FORKS CITY LIMITS AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS DOES ORDAIN AS FOLLOWS:

SECTION 1: The East Grand Forks City Code is amended to include the following:

SECTION 130.08 PROHIBITION OF USE OF CANNABIS PRODUCTS IN PUBLIC PLACE

(A) Definitions

The definitions in Minn. Stat. 342.01 apply to this section. In this section :

CANNABIS FLOWER: The harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

CANNABIS PRODUCT: Any of the following: (1) cannabis concentrate; (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or (3) any other product that contains cannabis concentrate. Cannabis product includes adult-use cannabis products, including but not limited to edible cannabis products and medical cannabinoid products.

CERTAIN CANNABINOID PRODUCTS: Any product legalized under Minn. Stat. §151.72.

LOWER-POTENCY HEMP EDIBLE: Any product that (1) is intended to be eaten or consumed as a beverage by humans; (2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients; (3) is not a drug; (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol or any combination of those cannabinoids that does not exceed the identified amounts; (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving; (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol; (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and (8) is a type of product approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that Office, including but not limited to products that resemble nonalcoholic beverages, candy and baked goods.

HEMP-DERIVED CONSUMER PRODUCT: A product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and (1) contains or consists of hemp plant parts; or (2) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

PUBLIC PLACE: Property owned, leased, or controlled by a governmental unit and private property that is regularly and frequently open to or made available for use by the public in sufficient numbers to give clear notice of the property’s current dedication to public use but does not include: a person’s dwelling

house or premises, including the person’s curtilage or yard; private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or the premises of an establishment or event licensed to permit on sit-consumption.

(B) Prohibited Activity

No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or certain cannabinoid products in a public place.

(C) Penalty

Violation of this section shall be a petty misdemeanor punishable to the maximum extent authorized in Minn. Stat. §412.231 and Minn. Stat. §609.0332.

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 36, 4th Series.

Voting Aye:

Voting Nay:

Absent:

ATTEST:

PASSED: August 15, 2023

City Administrator

President of Council

I hereby approve the foregoing Ordinance this 15th day of August, 2023.

Mayor

ORDINANCE NO. 37, 4th SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE XI BUSINESS REGULATIONS BY ADDING CHAPTER 118 CONCERNING LICENSING AND REGULATION OF ELECTRIC SCOOTER RENTAL SYSTEM AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS DOES ORDAIN AS FOLLOWS:

SECTION 1:

CHAPTER 118 LICENSING AND REGULATION OF ELECTRIC SCOOTER RENTAL SYSTEMS

118.00. Purpose and intent.

The City of East 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 East Grand Forks.

118.01. 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.

118.02. 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 East 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.

(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.

118.03. 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 Minnesota 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.

118.04. 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 clerk 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 clerk 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 118.10 (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.
- (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.

118.05. 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 clerk a certificate of insurance or such other proof of insurance issued by a company authorized to conduct insurance business in the State of Minnesota indemnifying the electric scooter rental operator in the sum of at least \$1,500,000.00 for injury or death for any number of claims arising out a single occurrence and five hundred thousand dollars (\$500,000.00) 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 Minnesota statutes.
- (2) The City of East 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 118.05(1).
- (3) In addition to the requirement set forth in City Code section 118.05(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 clerk a certificate of insurance or such other proof of insurance issued by a company authorized to do insurance business in the State of Minnesota covering each electric scooter and customer of the same with no less than the minimum insurance limits required for motor vehicles pursuant to Minnesota Statute Chapter 65B.49

118.06. 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 council and city administrator.

118.07. 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 East Grand Forks City Council.

118.08. Suspension/revocation of permit.

(1) The East 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 chapter, 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.

118.09. 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, taillights, brake lights, a bell, and a kickstand.

118.10. 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 118.04 and in this article.
- (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 and , bike paths and bike lanes (except for those described in City Code sections 78.03(10) and 78.04(2)); 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 one hundred (100) 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 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 East Grand Forks City Code, Title VII VIII, chapter 78.

118.11. 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.

118.12. 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 118.12 more than on a monthly basis.

118.13. 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.

118.14. 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.

118.15. 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.

SECTION 2. Effective Date. This ordinance shall be effective immediately upon its passage and publication.

Voting Aye:
Voting Nay:
Absent:

ATTEST:

PASSED: August 15, 2023

City Administrator

President of Council

I hereby approve the foregoing Ordinance this 15th day of August, 2023.

Mayor

ORDINANCE NO. 38, 4th SERIES

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE VII: TRAFFIC CODE BY ADDING CHAPTER 78 CONCERNING THE USE OF ELECTRIC SCOOTERS WITHIN THE EAST GRAND FORKS CITY LIMITS AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

THE CITY OF EAST GRAND FORKS DOES ORDAIN AS FOLLOWS:

SECTION 1: The East Grand Forks City Code is amended to include the following:

CHAPTER 78. ELECTRIC SCOOTERS

78.01. Limited authorization for use of electric scooters; exceptions.

- (1) An individual may operate an electric scooter, as defined in City Code section 118.01, within the city limits of East 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.

78.02. 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, taillights, brake lights, a bell, drum brake and regenerative brake, and a kickstand.

78.03. Operating rules.

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

- (1) Other than upon state highways or other roadways described in this chapter, electric scooters shall be operated upon the streets, avenues, roadways or alleys within the city, and shall not be operated on sidewalks except to cross said street, avenue, roadway or alley.
- (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 twelve (12) 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.

(10) No person shall operate an electric scooter upon any sidewalk 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.

78.04. Electric scooters permitted on designated roadways.

(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, 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 City of East Grand Forks.

78.05. 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.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect the day after its adoption and publication.

Voting Aye:

Voting Nay:

Absent:

ATTEST:

PASSED: August 15, 2023

City Administrator

President of Council

I hereby approve the foregoing Ordinance this 15th day of August, 2023.

Mayor

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. The annual adjustment for 2024 and 2025 will not exceed 3% per year.

Appendix B

Certificate of Liability



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:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	XL Specialty Insurance Co.	37885	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Widseth 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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						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 City of East Grand Forks Attn: Megan Nelson Admin Assit 600 Demers Ave East Grand Forks MN 56721	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 

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: August 8, 2023

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

Cc: File

From: Reid Huttunen

RE: Request to name Jeremy King as Interim Parks & Recreation Superintendent

Background:

We have requested current City of East Grand Forks employees share their interest in serving in the interim Parks & Recreation Superintendent role. Current Public Works Supervisor, Jeremy King, has expressed an interest in serving in this role. Public Works Director Jason Stordahl and I have discussed this at length with Mr. King and believe he will be a good fit to continue the operations and current projects the Parks & Recreation Department has on-going.

Upon approval of the City Council at the August 15 meeting, Mr. King will transition into the interim Parks & Recreation Superintendent role beginning on Wednesday, August 16th.

Budget Impact:

Following our City Personnel policy and procedure for these interim out of classification assignments, Mr. King will be paid at the Parks & Recreation Superintendent Grade 20/Step 2 at a rate of \$40.71 per hour. His current rate is Grade 17/Step 6 at \$38.43 per hour.

Recommendation:

Approve naming Mr. Jeremy King as interim Parks & Recreation Superintendent, effective Wednesday, August 16.

Enclosure:

None

ORDINANCE NO. 39, 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/GRASS

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.

Managed natural landscape means a planned, intentional, and maintained planting of native or nonnative grasses, wildflowers, forbs, ferns, shrubs, or trees, including but not limited to rain gardens, meadow vegetation, and ornamental plants. Managed natural landscapes do not include turf-grass lawns left unattended for the purpose of returning to a natural state.

Meadow vegetation means grasses and flowering broad-leaf plants that are native to, or adapted to, the state of Minnesota, and that are commonly found in meadow and prairie plant communities, not including noxious weeds. "Noxious weed" has the meaning given in section 18.77, subdivision 8.

Ornamental plants mean grasses, perennials, annuals, and groundcovers purposely planted for aesthetic reasons. The term shall not include turf grass or weeds.

Rain garden means a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes, and rivers.

Tall grass shall mean grass predominantly more than eight (8) inches in height. The term shall not include tall grass that exists as part of a cultivated and maintained managed natural landscape.

Turf-grass lawn means a lawn composed mostly of grasses commonly used in regularly cut lawns or play areas, including, but not limited to bluegrass, fescue, and ryegrass blends, intended to be maintained at a height of no more than eight inches.

Weeds shall mean volunteer plants that grow or reproduce aggressively or are invasive outside of its native habitat and which tend to overgrow or choke out more desirable plants, crop, or lawn. "Noxious weed" has the meaning given in section 18.77, subdivision 8. The term shall include "noxious weeds" as defined by the commissioner of the Minnesota Department of Agriculture and 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 exceeding eight (8) 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 rights-of-way, 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 managed natural landscape shall not be included in the requirements of this article.

98.38. - Unlawful act.

(A) Except as part of a managed natural landscape as defined in this section, any weeds or tall grasses growing upon any lot or parcel of land in the city to a greater height than eight (8) inches or that have gone or are about to go to seed shall be considered to be a public nuisance for the purposes of this article and are prohibited.

(B) 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 weeds in any managed natural landscape or landscaping display in a condition other than a substantially weed free condition.

(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 a garden or managed natural landscape upon any public right-of-way, berm, or boulevard without specific authorization from the city. This prohibition shall not, however, apply to gardens or managed natural landscape 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 in 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 ten (10) 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 39, 4th Series.

Voting Aye:

Voting Nay:

Absent:

ATTEST:

PASSED: August 15, 2023

City Administrator

President of Council

I hereby approve the foregoing Ordinance this 15th day of August, 2023.

Mayor

Request for Council Action

Date: August 15, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council members Clarence Vetter, Dale Helms, Tim Riopelle, Tim Johnson, Mark Olstad, Marc DeMers, and Brian Larson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Approval of the Pace Addition Plat

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends final approval of the Pace Addition Plat with the following request:

1. Submits a digital file of the plat

BACKGROUND AND SUPPORTING DOCUMENTATION OF REQUEST:

We have received an application from Jake Green, Green Life Properties LLC, to replat Lots 1-6 and Lot 13 and a vacated alleyway of Block 28 and Block 29 part of Traill's Addition; Outlot 13 of the Auditor's Plat of Outlots; and Govt Lots 5 and 6 in Section 1, Twp 151N, Range 51W in Polk County. These lots are located along 2nd Avenue NE and 2nd Street NE, just south of the railroad tracks. There are several buildings located within the existing lots (including Pace Painting and three others along 2nd St NE) and this new plat will combine lots that have buildings on them, define and access easement/alleyway to create 4 new lots. The City's utility group has reviewed the easement/alleyway access for electrical purposes; and has requested a 19.2-foot easement north of Lot 2. They have also approved the vacation of the Right of Way for 3rd Ave NE for a 20' utility, ingress/egress easement between Lots 2, 3 and 4.

A public hearing for the plat was held on August 2, 2023, at the Planning Commission meeting. No one was in attendance, and we received no objections to the plat.

Encl.

PACE ADDITION

TO THE CITY OF EAST GRAND FORKS, MINNESOTA

(BEING A REPLAT OF LOTS 1 THRU 6, AND LOT 13, BLOCK 29 AND VACATED ALLEYWAY ADJACENT TO SAID LOTS 4 THRU 6 & BLOCK 28, ALL IN TRAILL'S ADDITION & BEING A REPLAT OF OUTLOT 13 OF AUDITOR'S PLAT OF OUTLOTS AND BEING A PLAT OF PART OF GOVT LOT 5 & PART OF GOVT LOT 6, SECTION 1, TWP. 151 N., R. 50 W., POLK COUNTY, MINNESOTA)

(PRELIMINARY PLAT)

7-25-2023

OWNERS CONSENT AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Green Life Properties, LLC, the owner and proprietor of the following described property:

- Lots 1, 2, 3, 4, 5, 6, and 13, Block 29, Trails Addition to the City of East Grand Forks, Minnesota and that part of vacated alley situated in Block 29, Trails Addition to East Grand Forks, which lies East of the line between lots 5 and 7, in Block 29, Trails Addition projected in a straight line from the South line of said alley to the North line of said alley, according to the official plat thereof, on file and of record, in the office of the County Recorder in and for County of Polk and State of Minnesota.
- All of Block 28, Trails Addition to the City of East Grand Forks, according to the official plat thereof, on file and of record, in the office of the County Recorder in and for County of Polk and State of Minnesota.
- 3rd Avenue Northeast between Blocks 28 and 29, Trails Addition to the City of East Grand Forks, Minnesota.
- Auditor's Outlot 13 of Auditor's Plat of Outlots to East Grand Forks, Minnesota.
- The Southwestly 50.0 feet of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 150.0 foot wide right of way, being 75.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across Government Lot 5 and the Southwest Quarter of the Northwest Quarter of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, to the North line of said Lot 1 thence North 80 feet parallel to the West line of said Lot 1; thence West 135 feet along the North line of said Lot 1 to the point of beginning.
- That portion of Government Lot 6 of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, Minnesota, lying contiguous to and easterly of Auditor's Outlot 13, East Grand Forks, described as follows:

Beginning of the Northeast corner of said Auditor's Outlot 13, said corner being 75.0 feet Southwestly, as measured at right angles from the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as originally located and constructed; thence South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6 to a point 100.0 feet Southly, as measured at right angles from said Main Track centerline; thence continuing South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6, a distance of 26.0 feet; thence Southeastly, delineating an angle of 59 degrees 33 minutes to the left of the last described course, to the intersection with a line drawn parallel with and distant 10.0 feet East, as measured at right angles from the West line of said Government Lot 6; thence North along the last described parallel line to the intersection with the Southeastly extension of the Northern line of said Auditor's Outlot 13, thence Northwestly along said Southeastly extension to the Point of beginning.

Has caused the same to be surveyed and platted as PACE ADDITION to the City of East Grand Forks, Minnesota do hereby dedicate to the public, all of the streets, alleys and utility easements as shown on this plat, the dimensions of which are as designated hereon.

Jacob Green, President, Green Life Properties, LLC

STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Jacob Green, President, Green Life Properties, LLC.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

CITY COUNCIL APPROVAL

I hereby certify that the within plat of PACE ADDITION to the City of East Grand Forks, Minnesota was approved by Resolution of the City Council of the City of East Grand Forks, Minnesota, at a regular scheduled meeting of the City Council held on the _____ day of _____, 2023.

Reid Hultunen, City Administrator/Clerk
City of East Grand Forks, Minnesota

STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Reid Hultunen, City Administrator/Clerk.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

COUNTY TREASURER TAX STATEMENT

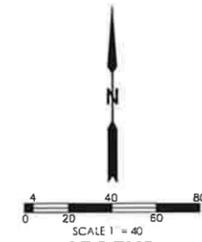
I hereby certify that all taxes for 2023 on the land described herein are paid.

Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE
COUNTY RECORDER CERTIFICATE
DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this _____ day of _____, 2023, at _____ o'clock _____ M., and was duly recorded in as Document No. _____

Polk County Recorder, State of Minnesota



MONUMENT FOUND
SET MONUMENT
EXTERIOR BOUNDARY LINE
INTERIOR BOUNDARY LINE
QUARTER - QUARTER LINE
EXISTING LOT LINE
EASEMENT LINE
RAILWAY CENTERLINE

LEGEND



VICINITY MAP



SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as PACE ADDITION, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that the outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in MS 595.01, Subd. 1 or public highways to be designated other than as shown.

Gerald D. Pribula, Registered Land Surveyor
Minnesota Registration, Number 13448

STATE OF MINNESOTA)
COUNTY OF POLK)

On this _____ day of _____, 2023, before me a Notary Public in and for said County and State, personally appeared Gerald D. Pribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

CITY PLANNING COMMISSION APPROVAL

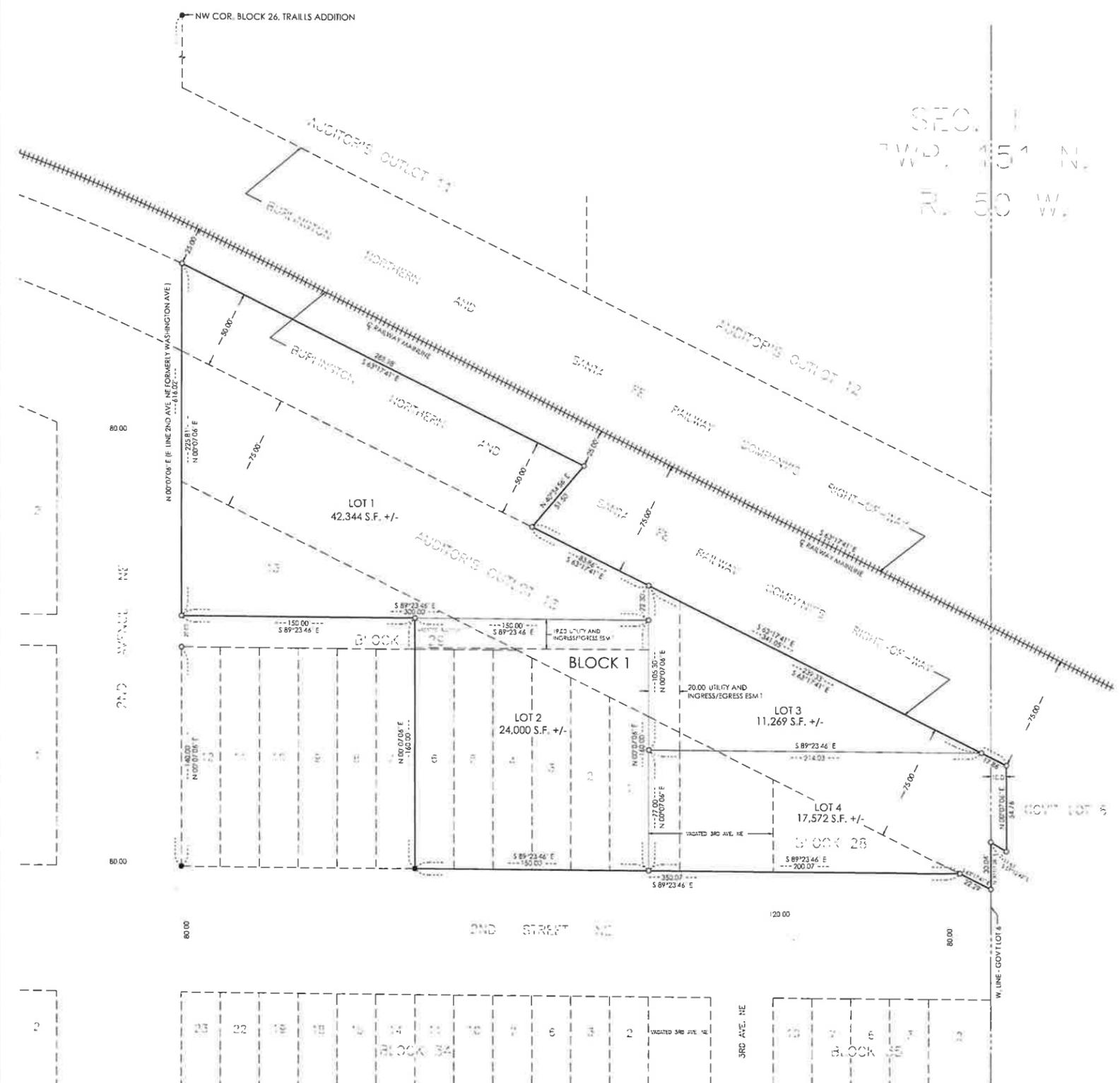
I hereby certify that the within PACE ADDITION to the City of East Grand Forks, Minnesota, was approved by the City Planning Commission of the City of East Grand Forks, Minnesota, at a meeting of said City Planning Commission on the _____ day of _____, 2023.

Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Chad Erickson, Planning Commission Secretary.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____



PACE ADDITION

TO THE CITY OF EAST GRAND FORKS, MINNESOTA

(BEING A REPLAT OF LOTS 1 THRU 6, AND LOT 13, BLOCK 29 AND VACATED ALLEYWAY ADJACENT TO SAID LOTS 4 THRU 6 & BLOCK 28, ALL IN TRAILL'S ADDITION & BEING A REPLAT OF OUTLOT 13 OF AUDITOR'S PLAT OF OUTLOTS AND BEING A PLAT OF PART OF GOVT LOT 5 & PART OF GOVT LOT 6, SECTION 1, TWP., 151 N., R. 50 W., POLK COUNTY, MINNESOTA)

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- All of Block 28, Trails Addition to the City of East Grand Forks, according to the official plat thereof, on file and of record in the office of the County Recorder in and for County of Polk and State of Minnesota.
- 3rd Avenue Northeast between Blocks 28 and 29, Trails Addition to the City of East Grand Forks, Minnesota.
- Auditor's Outlot 13 of Auditor's Plat of Outlots to East Grand Forks, Minnesota.
- The Southwesterly 50.0 feet of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 150.0 foot wide right-of-way, being 75.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and continued upon, over and across Government Lot 5 and the Southwest Quarter of the Northwest Quarter of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, to the North line of said Lot 6; thence North 80 feet parallel to the West line of said Lot 6; thence West 135 feet along the North line of said Lot 6 to the point of beginning.
- That portion of Government Lot 6 of Section 1, Township 151 North, Range 50 West of the 5th P.M., Polk County, Minnesota, lying contiguous to and easterly of Auditor's Outlot 13, East Grand Forks, described as follows:

Beginning at the Northeast corner of said Auditor's Outlot 13, said corner being 75.0 feet Southwesterly, as measured at right angles from the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Main Track centerline, as originally located and continued thence South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6 to a point 100.0 feet Southerly, as measured at right angles from said Main Track centerline, thence continuing South along the East line of said Auditor's Outlot 13, also being the West line of said Government Lot 6, a distance of 26.0 feet, thence Southwesterly, deflecting an angle of 59 degrees 33 minutes to the left of the last described course, to the intersection with a line drawn parallel with and distant 10.0 feet East, as measured at right angles from the West line of said Government Lot 6; thence North along the last described parallel line to the intersection with the Southwesterly extension of the Northern line of said Auditor's Outlot 13, thence Northwesterly along said Southwesterly extension to the Point of Beginning.

Has caused the same to be surveyed and platted as PACE ADDITION, to the City of East Grand Forks, Minnesota, do hereby dedicate to the public, all of the streets, alleys and utility easements as shown on this plat; the dimensions of which are as designated herein.

Jacob Green, President, Green Life Properties, LLC

STATE OF MINNESOTA
COUNTY OF POLK

This instrument was acknowledged before me on this ____ day of _____, 2023, by Jacob Green, President, Green Life Properties, LLC.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

CITY COUNCIL APPROVAL

I hereby certify that the within plat of PACE ADDITION, to the City of East Grand Forks, Minnesota, was approved by Resolution of the City Council of the City of East Grand Forks, Minnesota, at a regular scheduled meeting of the City Council held on the ____ day of _____, 2023.

Reid Hultunen, City Administrator/Clerk
City of East Grand Forks, Minnesota

STATE OF MINNESOTA
COUNTY OF POLK

This instrument was acknowledged before me on this ____ day of _____, 2023, by Reid Hultunen, City Administrator/Clerk.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

CITY PLANNING COMMISSION APPROVAL

I hereby certify that the within PACE ADDITION, to the City of East Grand Forks, Minnesota, was approved by the City Planning Commission of the City of East Grand Forks, Minnesota, at a meeting of said City Planning Commission on the ____ day of _____, 2023.

Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA
COUNTY OF POLK

This instrument was acknowledged before me on this ____ day of _____, 2023, by Chad Erickson, Planning Commission Secretary.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

COUNTY TREASURER TAX STATEMENT

I hereby certify that all taxes for 2023 on the land described herein are paid.

Folk County Treasurer, State of Minnesota

RECORDING CERTIFICATE
COUNTY RECORDER CERTIFICATE
DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this ____ day of _____, 2023, at ____ o'clock ____ M., and was duly recorded in as Document No. _____.

Folk County Recorder, State of Minnesota



VICINITY MAP



SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as PACE ADDITION, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that all outside boundary lines are correctly designed on the plat and that there are no wet lands as defined in MS 55B.01 Subd. 1 or public highways to be designated other than as shown.

Gerald D. Tribula, Registered Land Surveyor
Minnesota Registration Number 13468

STATE OF MINNESOTA
COUNTY OF POLK

On this ____ day of _____, 2023, before me a Notary Public in and for said County and State, personally appeared Gerald D. Tribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Polk County
State of Minnesota
My Commission Expires: _____

Request for Council Action

Date: August 15, 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

RE: Request to rent VFW Arena ice time to Blue Line Club and Figure Skating Club

Background:

The Parks & Recreation Department has received requests for ice to be installed by September 11th this fall. The City's budget currently allows for ice to be opened at the VFW Arena on Saturday, October 14th.

The Blue Line Club proposed rent agreement to cover the cost of building operations for the dates of Sept 11 to Oct 13 is \$14,725.00

The Figure Skating Club proposed rent agreement to cover the cost of their ice time during the dates of Sept 18 to Oct 13 is \$3,975.00.

Recommendation:

Seeking approval the stated rental rates and facility use agreements.

Enclosure:

VFW Arena Facility Use Agreement – Blue Line Club

VFW Arena Facility Use Agreement – Figure Skating Club

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

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

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

1. CITY FACILITY INFORMATION

Name of CITY Facility/Property: VFW Memorial Arena
Address/Area/Location of Facility/Property): 711 3rd St SE, East Grand Forks, MN 56721
Room/Area of Use Rented: Ice sheet area and supporting dressing rooms

The RENTAL FEE and consideration to be paid by the User shall be as follows:

Rental Fee sum of \$14,725.00 for the following dates.

Facility: VFW Memorial Arena for the dates of September 11th to October 13th, 2023

- Monday through Friday from 3:30 p.m. to 10:00 p.m.
- Saturday daytime hours, not to exceed 7 hours of ice time; as needed for scheduled rentals/activities.
- Sunday evening, not to exceed 2 hours of ice time; as needed for scheduled goalie practices.

Special Conditions:

Specific equipment/special conditions as designed by Parks & Recreation Department included in the rental agreement are as follows:

Specific hours of operation can be amended, per the schedule of ice activities. (i.e. if there is no scheduled activity in the building, the arena operator will not be scheduled to work, and the building will be closed.)

USER shall follow any Local, State, or Federal COVID-19 or other pandemic related restrictions, if any imposed at the time of the event and will enforce said conditions at the event. CITY reserves the right to cancel/postpone the rental as needed to comply with any Local, State, or Federal pandemic related restrictions.

2. USER INFORMATION

Organization Name: East Grand Forks Blue Line Club
Address, City, State, Zip: PO Box 125, East Grand Forks, MN 56721
Contact name/title: Mike Kolstue, Board President
Email: egfbluelineclub@gmail.com

- A. **This agreement**, made and entered into this _____ day of _____ by and between the City of East Grand Forks Parks & Recreation Department, a municipal corporation, acting by and through its Superintendent of Parks & Recreation and the “User” EGF Blue Line Club (list organization/renter), now, therefore, in consideration of the promises contained herein, do hereby agree as follows:
- B. The CITY agrees to provide the use of the above listed Facility or the following parts therein, described above in City Information.

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

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

seven (7) days prior to the Event and naming the City of East Grand Forks as an Additional Insured.

- H. User shall be solely responsible for the supervision and control of its volunteers and participants and it is strongly recommended by the CITY that if said volunteers are working directly with children that background checks be performed in accordance with “The Minnesota Child Protection Act (MN Stat. 299C)”. Any volunteers provided by the User are not “City Volunteers” and are acting on behalf of the User and **ARE NOT** acting on behalf of the CITY.
- I. CITY, its agents and employees shall have the right to enter the rented premise upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the rented premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of CITY by reason of any inconvenience, annoyance or injury caused by CITY’s reasonable exercise of the rights reserved by CITY in this Article.
- J. **DISCRIMINATION.** No person shall be discriminated against in the terms and conditions of employment, personnel practices, or access to and participation in, programs, services, and activities with regard to race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- L. User agrees to abide by all rules, regulations, and guidelines set in place by the State of Minnesota, County of Polk, and City of East Grand Forks in compliance and operation of event.
- M. User agrees to provide in writing to the Parks & Recreation Superintendent, a COVID Preparedness Plan, if required by the State of Minnesota prior to any use of Facility under this agreement, and agrees to comply with said COVID Preparedness Plan as written.
- N. User shall not assign this agreement, nor suffer any use of the said leased premises other than as herein specified, nor sublet the premises or any part thereof, without the prior consent of the City and its Parks & Recreation Superintendent.
- O. User is responsible for any lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
- P. **Priority of Use/Cancellation.** The City shall have first priority for all governmental and department activities. The priority for all other users shall be on a first come, first served basis. The City reserves the right to cancel any Event or Agreement as it deems necessary. If the City cancels the event, the User shall be entitled to a full refund of any rent paid.

Q. **Set Up, Clean Up , Misc. Equipment.**

Set up, Clean Up, Misc. Equipment use must be followed under the standards of use and care as described in the Special Conditions listed below or as described above by this agreement.

R. Special conditions of this Agreement not hereinabove provided are as follows:

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

IMPORTANT – READ BEFORE SIGNING

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

Signature _____

Print name Mike Kolstue **Title** Board Chair

Organization East Grand Forks Blue Line Club

Address PO Box 125, East Grand Forks, MN 56721

Telephone: Home/Mobile _____ **Work** _____

CITY OF EAST GRAND FORKS

By: _____

Its Mayor

By: _____

Its City Administrator

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

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

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

1. CITY FACILITY INFORMATION

Name of CITY Facility/Property: VFW Memorial Arena
Address/Area/Location of Facility/Property): 711 3rd St SE, East Grand Forks, MN 56721
Room/Area of Use Rented: Ice sheet area and supporting dressing rooms

The RENTAL FEE and consideration to be paid by the User shall be as follows:

Rental Fee sum of \$3,975.00 for the following dates.

- Facility: VFW Memorial Arena for the dates of September 18th to October 13th, 2023
- Tuesday – 6:00 to 8:00 a.m.
 - Friday – 6:00 a.m. to 8:00 a.m. & 3:30 p.m. to 5:00 p.m.
 - Saturday – 2 hours of AM ice time
 - Sunday daytime/evening hours, not to exceed 8 hours of scheduled ice time

Special Conditions:

Specific equipment/special conditions as designed by Parks & Recreation Department included in the rental agreement are as follows:

Specific hours of operation can be amended, per the schedule of ice activities. (i.e. if there is no scheduled activity in the building, the arena operator will not be scheduled to work, and the building will be closed.)

USER shall follow any Local, State, or Federal COVID-19 or other pandemic related restrictions, if any imposed at the time of the event and will enforce said conditions at the event. CITY reserves the right to cancel/postpone the rental as needed to comply with any Local, State, or Federal pandemic related restrictions.

2. USER INFORMATION

Organization Name: Northern Lights Figure Skating Club
Address, City, State, Zip: PO Box 132, East Grand Forks, MN 56721
Contact name/title: Deon Wawrzyniak, Board President
Email: Northernlightsst@gmail.com

- A. **This agreement**, made and entered into this _____ day of _____ by and between the City of East Grand Forks Parks & Recreation Department, a municipal corporation, acting by and through its Superintendent of Parks & Recreation and the “User” Northern Lights Figure Skating Club (list organization/renter), now, therefore, in consideration of the promises contained herein, do hereby agree as follows:
- B. The CITY agrees to provide the use of the above listed Facility or the following parts therein, described above in City Information.

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

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

seven (7) days prior to the Event and naming the City of East Grand Forks as an Additional Insured.

- H. User shall be solely responsible for the supervision and control of its volunteers and participants and it is strongly recommended by the CITY that if said volunteers are working directly with children that background checks be performed in accordance with “The Minnesota Child Protection Act (MN Stat. 299C)”. Any volunteers provided by the User are not “City Volunteers” and are acting on behalf of the User and **ARE NOT** acting on behalf of the CITY.
- I. CITY, its agents and employees shall have the right to enter the rented premise upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the rented premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of CITY by reason of any inconvenience, annoyance or injury caused by CITY’s reasonable exercise of the rights reserved by CITY in this Article.
- J. **DISCRIMINATION.** No person shall be discriminated against in the terms and conditions of employment, personnel practices, or access to and participation in, programs, services, and activities with regard to race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- L. User agrees to abide by all rules, regulations, and guidelines set in place by the State of Minnesota, County of Polk, and City of East Grand Forks in compliance and operation of event.
- M. User agrees to provide in writing to the Parks & Recreation Superintendent, a COVID Preparedness Plan, if required by the State of Minnesota prior to any use of Facility under this agreement, and agrees to comply with said COVID Preparedness Plan as written.
- N. User shall not assign this agreement, nor suffer any use of the said leased premises other than as herein specified, nor sublet the premises or any part thereof, without the prior consent of the City and its Parks & Recreation Superintendent.
- O. User is responsible for any lost keys, and any costs that the City might incur to replace and/or re-key the Facility.
- P. **Priority of Use/Cancellation.** The City shall have first priority for all governmental and department activities. The priority for all other users shall be on a first come, first served basis. The City reserves the right to cancel any Event or Agreement as it deems necessary. If the City cancels the event, the User shall be entitled to a full refund of any rent paid.

Q. **Set Up, Clean Up , Misc. Equipment.**

Set up, Clean Up, Misc. Equipment use must be followed under the standards of use and care as described in the Special Conditions listed below or as described above by this agreement.

R. Special conditions of this Agreement not hereinabove provided are as follows:

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

IMPORTANT – READ BEFORE SIGNING

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

Signature _____

Print name Deon Wawrzyniak **Title** Board President

Organization Northern Lights Figure Skating Club

Address PO Box 132, East Grand Forks, MN 56721

Telephone: Home/Mobile _____ **Work** _____

CITY OF EAST GRAND FORKS

By: _____
Its Mayor

By: _____
Its City Administrator



RESOLUTION NO. 23 – 08 - 52

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

WHEREAS, the City Council has approved and adopted ordinances to regulate the licensing and operation of electric scooters within the city limits; and

WHEREAS, the ordinances state the licensing fees shall be set by resolution; and

NOW, THEREFORE, BE IT HEREBY RESOLVED the East Grand Forks City Council approves setting the following fees for licensing of electric scooters:

- 1 – Initial Application Fee - \$2,000
- 2 – Yearly Renewal Application Fee - \$500

Voting Aye:

Voting Nay:

The President declared the resolution passed:

Passed: August 15, 2023

ATTEST:

City Administrator

President of Council

I hereby approve the foregoing resolution this 15th day of August, 2023.

Mayor

OFFICIAL SUMMARY OF ORDINANCE NO. 37, 4th Series

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE XI BUSINESS REGULATIONS BY ADDING CHAPTER 118 CONCERNING LICENSING AND REGULATION OF ELECTRIC SCOOTER RENTAL SYSTEM AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

The following is the official summary of Ordinance No. 37, 4th Series, conforming to MN Statue 331A.01 Subd 10, which was passed by the City Council on August 15, 2023. A printed copy of this ordinance is available for inspection by any person at the office of the city clerk during normal business hours or on the city website at www.egf.mn.

The sections of the Licensing & Regulation of Electric Scooter Rental System ordinance are as follows:

118.00 – Purpose & Intent is to provide alternative transportation options and to protect public interest

118.01 – Definitions define scooter, rental operator and system.

118.02 – Permit Required; non-exclusivity; regulatory power of the city council; non-transferability.

118.03. Qualifications for permit. Describes qualifications of individual of firm applying for license.

118.04. Application for permit. Provides the information required from the applicant.

118.05. Insurance requirements. Describes coverages necessary to protect the City.

118.06. Term. One year term with annual reviews and renewals.

118.07. Fees. To be set by the Council

118.08. Suspension/revocation of permit. Describes requirements and prohibited conduct that will result in suspension of revocation if not corrected.

118.09. Condition of electric scooters. Describes maintenance requirements.

118.10. Requirements of electric scooter rental operator—Equipment and operations. Provides required equipment on each scooter and specific details on operation, complaint notification, and required staff obligations to correct violations and complaints.

118.11. Electric scooter parking requirements. Defines parking restrictions.

118.12. Mandatory data reporting. Describes all data for each electric scooter used in the city and mandatory reporting of the information.

118.13. Power to adopt rules, regulations and policies. Reserves authority by the City to adopt rules or revised rules for the operation of Electric scooters.

118.14. Authorization to impound. Provides the police the authority to impound scooters.

118.15. Violations. Defines penalties for each violation.

This summary was approved by the City Council of East Grand Forks, Minnesota, on _____, 2023.

RESOLUTION NO. 23 – 08 – 53

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Border States Trophy the goods referenced in check number 41096 for a total of \$95.00.

WHEREAS, Tim Riopelle, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$95.00 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: August 15, 2023

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 15th day of August, 2023.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Tim Riopelle, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 41096 for a total of \$95.00.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on August 15, 2023.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only



City of East Grand Forks

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

User: mnelson
 Printed: 8/11/2023 - 3:10 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41029	08/15/2023	ACM001	Acme Electric Companies	97.66	0
41030	08/15/2023	ADV007	Advanced Auto Parts	72.43	0
41031	08/15/2023	ADV001	Advanced Business Methods Inc	199.95	0
41032	08/15/2023	ALL011	Allstream	138.93	0
41033	08/15/2023	AND015	Anderson Uniform Co Inc	92.03	0
41034	08/15/2023	AME005	Aramark Uniform Services	122.59	0
41035	08/15/2023	ATV001	Auto Value Grand Forks	113.99	0
41036	08/15/2023	BAT001	Batteries + Bulbs	192.93	0
41037	08/15/2023	GFF001	Timothy Brooks	27.25	0
41038	08/15/2023	C&R001	C&R Cleaners & Laundry	184.55	0
41039	08/15/2023	CIN001	Cintas Corporation No. 2	137.77	0
41040	08/15/2023	COL004	Coldspring Memorial	395.00	0
41041	08/15/2023	COL002	Cole Papers Inc	502.16	0
41042	08/15/2023	COP002	Copy Cat Printing	378.00	0
41043	08/15/2023	COU008	Countrywide Sanitation Company	41,910.76	0
41044	08/15/2023	CUM001	Cummins Sales & Service	618.60	0
41045	08/15/2023	DAK006	Dakota TV & Appliance	2,383.70	0
41046	08/15/2023	DAY002	Daydreams Specialties, LLC	180.00	0
41047	08/15/2023	DOM001	Domson BG Service	292.32	0
41048	08/15/2023	FAS001	Fastenal Company	37.00	0
41049	08/15/2023	FLA002	Flat Plains Services Inc	800.00	0
41050	08/15/2023	FOR008	Matt Fore	77.00	0
41051	08/15/2023	GAL003	Galstad Jensen & McCann PA	25,333.63	0
41052	08/15/2023	GER001	Gerrells Sport Center	444.89	0
41053	08/15/2023	GGF001	GGF Convention & Visitors Bureau	6,681.49	0
41054	08/15/2023	GLO003	Global Safety Network, Inc.	81.00	0
41055	08/15/2023	REY001	Harbott Knutson Larson & Holten PLI	140.00	0
41056	08/15/2023	HAW001	Hawkins Chemical	3,299.03	0
41057	08/15/2023	HOM001	Home of Economy	77.47	0
41058	08/15/2023	HUG001	Hugo's	17.97	0
41059	08/15/2023	IDE001	Identisys	63.32	0
41060	08/15/2023	IND006	In-Depth Inspections LLC	13,988.96	0
41061	08/15/2023	GRE024	Ryan Ingeman	300.00	0
41062	08/15/2023	KIE001	Kiesler Police Supply, Inc.	361.04	0
41063	08/15/2023	LIT001	Lithia Motors	349.00	0
41064	08/15/2023	HAR081	Local Ace	55.56	0
41065	08/15/2023	HAR082	Local Ace	8.11	0
41066	08/15/2023	HAR086	Local Ace	157.62	0
41067	08/15/2023	HAR087	Local Ace	222.48	0
41068	08/15/2023	HAR089	Local Ace	12.99	0
41069	08/15/2023	M&K001	M&K Porta Potties	695.00	0
41070	08/15/2023	MAR008	Marshall and Polk Rural Water System	9.00	0
41071	08/15/2023	MNH001	MHSRC/Range	510.00	0
41072	08/15/2023	MID003	Midcontinent Communications	65.42	0
41073	08/15/2023	VAL006	Midstates Valuation LLC	2,500.00	0
41074	08/15/2023	MID005	Midwest Playscapes	2,953.00	0
41075	08/15/2023	MND006	MN Dept of Revenue	1,645.00	0
41076	08/15/2023	MTI001	MTI Distributing Company	1,121.16	0
41077	08/15/2023	NOR006	Northdale Oil	26,521.69	0
41078	08/15/2023	NOR037	Northern Lights Display #205	4,148.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41079	08/15/2023	NOR004	Northern Plumbing Supply	286.20	0
41080	08/15/2023	NOR024	Northland Yard Service	300.00	0
41081	08/15/2023	ORE001	O'Reilly Automotive, Inc.	444.20	0
41082	08/15/2023	OFF002	ODP Business Solutions, LLC	24.97	0
41083	08/15/2023	OPP001	Gregory T Opp	1,000.00	0
41084	08/15/2023	EXP002	Page 1 Publications, Inc.	1,590.70	0
41085	08/15/2023	DIA001	Richard Papenfuss	90.00	0
41086	08/15/2023	PAT001	Patio World	479.44	0
41087	08/15/2023	PDQ001	PDQ Sanitary Services	580.00	0
41088	08/15/2023	PET001	Peterson Veterinary Clinic P.C.	1,089.00	0
41089	08/15/2023	PIP005	Pipe Detectives	65,384.30	0
41090	08/15/2023	PKM001	PKM Electric Cooperative, Inc	1,102.56	0
41091	08/15/2023	PLY001	Plymouth Rocket, Inc.	950.00	0
41092	08/15/2023	POM001	Pomp's Tire Service, Inc	283.54	0
41093	08/15/2023	POW001	Power Equipment Shop	865.54	0
41094	08/15/2023	RAI001	Railroad Mgmt Co III LLC	344.67	0
41095	08/15/2023	RIG001	Right Choice Electric Inc	5,519.69	0
41096	08/15/2023	BOR002	Timothy Riopelle	95.00	0
41097	08/15/2023	RIV002	Rivards Turf & Forage	1,480.00	0
41098	08/15/2023	SAN005	Sanford Health OccMed	65.00	0
41099	08/15/2023	SIM001	Simonson Station Stores	33.49	0
41100	08/15/2023	SIM023	SimplyMaid, Inc	201.25	0
41101	08/15/2023	MIK001	SJA Thunder Corp	725.43	0
41102	08/15/2023	STO001	Stone's Mobile Radio Inc	1,240.00	0
41103	08/15/2023	STU001	Stuart's Towing	100.00	0
41104	08/15/2023	SWA002	Swanston Equipment Corporation	1,206.41	0
41105	08/15/2023	TAR001	Target Solutions Learning LLC	3,356.75	0
41106	08/15/2023	TLC001	Team Laboratory Chemical LLC	1,890.50	0
41107	08/15/2023	TER002	Terry's Tree Service	900.00	0
41108	08/15/2023	TRU003	True North Equipment	290.18	0
41109	08/15/2023	USB005	US Bank Corporate Payment System	109,080.99	0
41110	08/15/2023	VAL002	Valley Truck Parts and Services Inc.	900.04	0
41111	08/15/2023	VER001	Verizon Wireless	275.07	0
41112	08/15/2023	WAT001	Water & Light Department	17,982.92	0
41113	08/15/2023	WID001	Widseth Smith Nolting & Associates	30,485.00	0
41114	08/15/2023	XCE001	Xcel Energy	169.40	0
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				Check Total:	391,529.69
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