

**AGENDA
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 19, 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 “Work Session” for the East Grand Forks, Minnesota City Council of November 28, 2023.
2. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of December 5, 2023.
3. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of December 5, 2023.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

4. Public Hearing on the proposed policy for the usage of the Unmanned Aviation Vehicles operated by the Regional Special Operations Group’s Unmanned Aircraft System team.

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.

5. Consider approving the Exempt Gambling Permit Application for the Red River Valley Pheasants Foreve to hold a raffle on April 20, 2024 at the Eagles Club located at 227 10th St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.

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

6. Consider approving the Exempt Gambling Permit Application for the Whitetails Unlimited Red River Valley Deer Camp to hold a raffle on January 20, 2024 at the American Legion 157 located at 1009 Central Ave NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
7. Consider adopting Resolution No. 23-12-80 designating the polling place locations for 2024.

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

8. Regular meeting minutes of the Water, Light, Power, and Building Commission for November 15, 2023.
9. City Financial Statements as of October 31, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

10. Consider adopting Policy Directive 46.2.1 providing the guidelines for the use of the Unmanned Aircraft Systems for the East Grand Forks Police Department.
11. Consider adopting Resolution No. 23-12-81 approving and adopting the 2050 Plan Update to the Metropolitan Transportation Plan and Street and Highway Element of the Comprehensive Plan.
12. Consider adopting Resolution No. 23-12-82 approving the plans and specifications and ordering advertisement for bids for the 2023 City Project No. 2 LaFave Park Improvements.
13. Consider approving the Special Use Permit for the installation of a second concrete ready mixed plant at the Strata site for temporary use in the summer of 2024 with the requirement they meet any additional conditions requested by the Planning Commission or Council regarding noise, time of operation, length of operation, traffic congestion, or requested truck route.
14. Consider granting preliminary approval of the Green Acres Resubdivision Plat and PUD Amendment with the requirement of adding easements requested from the utility group, submission a mutual encroachment agreement, and submission of a digital file of the plat.
15. Consider declaring tempered glass as surplus and authorize the sale of the glass to Northwood Hockey Boosters for \$2,500.
16. Consider adopting Resolution No. 23-12-84 approving a 5% increase to the 2023 tax levy, collectable in 2024.

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.

17. Consider adopting Resolution No. 23-12-85 approving the 2024 budget and to authorize specific financial related activities.
18. Consider adopting Resolution No. 23-12-83 authorizing the implementation of the updated compensation plan for 2024 and 2025 and cost of living increases for all non-union employees.
19. Consider approving the internal hiring process for a Public Works Supervisor.
20. Consider approving the internal hiring process for a Public Works Foreman.
21. Consider approving the Labor Agreement and Memorandum of Understanding for 2024-2025 between the City of East Grand Forks and the International Association of Fire Fighters Local No. 3423.
22. Consider approving the Labor Agreement and Memorandum of Understanding for 2024-2025 between the City of East Grand Forks and the ASFCME Council 65

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meeting

Council Meeting – Tuesday, January 2, 2024 – 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 WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 28, 2023 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, November 28, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

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

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Michael Hedlund, Police Chief, Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Presentation about Polk County Family Resource Center – Victoria Ramirez

Ms. Victoria Ramirez introduced herself to the Council and informed them she has worked in Social Services for 21 years and it was her role to start the Family Resource Center. She explained Scott County had opened the first family resource center, the center helped identify needs of families and connected them to resources, Polk County had started the second family resource center in the State, and there were now 14 centers in the State. She said they had opened a space in Crookston and just recently opened a space in East Grand Forks that included a play area for children, a parent area, and intake offices where they connect people to resources. She added they were trying to build more connections to local resources, help people through processes, and engage in a positive way. She said they already had some community partners to help with child support, peer recovery, and would be looking to see what other partners were available to have more in-service providers. She ended by saying they wanted to let the Council about what was going on and how they were there to offer support to those in need.

Mayor Gander said he liked the idea of having all the services in one place, it was a place of fun, easy to access services, and thanked them for bringing this into the community. Ms. Ramirez said again they would be reaching out to other agencies to see what can be offered to families, they were there to offer support to families, build relationships, and streamline services. There were no other comments or questions.

2. Discussion on Snow Removal Along West Side of Bygland Road – Jeremy King

Mr. King stated the Council directed staff at the November 14th work session to go back and review any

ideas about the snow removal along Bygland Road. He explained that every idea had unintended consequences, so the only suggestion was to reconsider the decision already made by the Council. He said a cost analysis had been provided in the packet as well as the cost for contracted services. Council President Olstad said he had asked to bring this item back so they were able to discuss it further and either maintain their position or turn back snow removal to city staff. He said there was additional information on costs, what it would cost to hire a contractor, and how it could be moved on to the next week for the Council to vote on.

Ms. Kristi Swanson, 1034 Bygland Road SE, thanked the Council for reconsidering and asked Mr. Huttunen about how this was not an original budget issue. Mr. Huttunen said it was not a budget issue but rather a time savings because it would allow staff to get to other items and over time there would be a budget impact. He added no one applied for the seasonal position last year so they were short staffed, but they were able to hire someone for the seasonal position this winter. Ms. Swanson said she was not trying to get out of work, but the City should keep their promise, that many people could not be wrong about being promised the City would clear the snow, and there was an issue with the sidewalk being so close to the road. She added it would be disheartening if it was taken away and asked why it was changing now. Council President Olstad said again there were staffing issues which had affecting all departments in the city. Ms. Jennifer Boushee said she had talked to Mr. King because she watched the person clearing the sidewalks. Mr. King said it was the person's first day running the equipment. Ms. Boushee said she agreed with Ms. Swanson.

Ms. Deb Hearn, 1120 Bygland Road SE, asked about the dates listed in the packet. Mr. King said the dates were of snow events during the previous winter season and estimated the dates of when the sidewalks were cleared which was about 16 times. Ms. Hearn said she walked every day on the sidewalks and they needed to be cleaned better than they were. Discussion followed about how the previous winter there were snow events that were back-to-back, the sidewalks did not require clearing every day, and they were able to hire someone but they needed training. Ms. Boushee asked Ms. Ellis if it was her name on the letter and if she knew who made the promise. Ms. Ellis said it was her but there were no promises made at any of the meetings she attended. Council Vice-President Riopelle stated how things could not be based on just a promise and something would have needed to be approved by the whole Council. Council President Olstad said this item move on to the next meeting.

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

3. Consider Excess Liability Coverage for 2024 – Karla Anderson

Ms. Anderson reminded the Council this was a yearly renewal, there were three options, the previous year the Council chose to move forward with Option 1, in previous years they had picked Option 2, and if they picked Option 3 there would need to be an increase to the budget for the purchase of additional liability coverage. She stated Option 1 would cap a claim at \$500,000, Option 2 would waive the statutory tort limit allowing up to \$2 million per claim, or Option 3 was waiving the tort limit and purchasing excess liability coverage.

Council President Olstad suggested Option 1 since there was nothing in the budget for excess liability. Ms. Anderson said there was no additional cost for Options 1 or 2. Council President Olstad asked why they changed to Option 1 the previous year. Ms. Anderson said she did not know. Council President Olstad asked for a recommendation. Mr. Galstad explained if there was an accident, if they chose Option 1, a claim would be capped at \$500,000, Option 2 would allow for up to \$2 million per claim, the

difference was the payout, and premiums would be affected going forward. Discussion followed about how there was an additional cost with Option 3, the person making the claim would have to prove the loss, how there was not a staff recommendation, and Mayor Gander asked for the information that was presented the previous year. Council member Pokrzywinski asked if there was recourse to cover the remaining losses if it was greater than \$500,000. Mr. Galstad said it would be capped at \$500,000. Council member Pokrzywinski commented there were risks with waiving the tort limit that could cause the premiums to increase and suggested moving forward with Option 1.

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

4. Request from American Crystal Sugar – Reid Huttunen

Mr. Huttunen told the Council American Crystal was preparing a bill for the Minnesota Legislature to consider requesting a special permit allowing a redesigned truck and trailer to haul 122,000 pounds compared to the current 80,000 pounds. He explained the route would allow the trucks to come into the City using Highway 2 and follow a specific route to the plant. He stated this would be done on a trial basis, and if successful, it could be expanded across the State. He said they were only asking for support from the City.

Mayor Gander said information had been provided showing there was less weight per axel, it was a better turning radius, it would reduce the number of trips, so all his concerns were addressed. Council member Pokrzywinski asked if there was a video showing the longer trailers turning and who would be driving the longer trailers. Mr. Huttunen stated a diagram had been included in the packet showing the turning radius and it would be Transystems drivers that would be driving the longer truck and trailers. Council member Vetter said he would support this because years ago the City lost a business because the State did not allow double trailers.

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

5. Request for Direction on Police Department Recruitment & Retention Bonuses – Reid Huttunen

Mr. Huttunen reminded the Council this had been discussed at a previous meeting, it was requested to share the market analysis with the Council, and the information had been included in the packet. He reviewed the budget impact was approximately \$42,500 for the July 2024 payment. Council President Olstad stated it was requested to bring this back for review, the program worked, the Police Department was currently fully staffed until the School Resource Officer goes back into the school, and suggested approving this for another year. Mayor Gander said he agreed. Council member Larson stated he also agreed, they had momentum, so it was not the time to make a change, and it did like having the agreements separate from the labor contract. Mayor Gander commented that the Council appreciated all of the staff but this was still a unique time for police. Council Vice-President Riopelle stated there still needed to be accountability for behavior and staff would not qualify if they were written up. He added this should be an enticement and never be a part of wages.

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

6. Discussion on 2024 Budget – Reid Huttunen & Karla Anderson

Mr. Huttunen told the Council the budget summary had been updated because there were many moving parts. He said the deficit was at \$409,950 but now the deficit was at \$440,285 which included \$150,000 for wages and benefits because they were still negotiating with the unions. He explained the police patrol vehicle was removed from the budget, the SUV Investigation vehicle would now be purchased from the seizure funds instead of the general fund, there was an addition of \$8,500 in revenues for permit fees, and a few other miscellaneous. He continued with a list of items that could be considered for savings, the School Resource Officer (SRO) would hopefully be moving back into the school which would bring in additional revenue, the public works position would be discussed with the Council soon, and he was looking for direction from the Council on what steps should be taken such as reducing what was being requested in the Public Safety dollars so no additional funding would be coming from the general fund.

Mr. Huttunen stated the Council needed to discuss the Senior Center, if they wanted to sell the building, what steps would need to be taken, if the HVAC system was going to be replaced, consider how that might be paid for, or consider how to reorganize or utilize the space. He asked for direction on how to move forward. He said there had been discussion about the franchise fee at a previous meeting, the Water and Light Department had already set their budget for 2024, so if any changes were being proposed to either the franchise fee or the building maintenance fee could be discussed for 2025. He asked for direction from the Council.

Council member Larson stated would like to continue the conversation of the Senior Center, the timeline of the sale could be a challenge for the 2024 budget, and discuss staffing levels and responsibilities. He said that could help to determine what kind of HVAC unit would be needed and if it needed to support a commercial kitchen. Mayor Gander said he had similar thoughts, if there could be savings in operations at the Senior Center, and look to see if staff could be brought in from other departments to help run programming. He commented they would need to determine what was needed for the HVAC unit and he was glad the Water and Light Department was willing to work with the City and how they will wait because their budget was already set.

Council member Pokrzywinski asked if they raised franchise fees it would increase the charge on the Water and Light bill. Ms. Anderson said that was correct, it was not part of the 5% rate increase, but an increase to the franchise fee. Council member Pokrzywinski asked if they were taxing the poor. Mayor Gander stated they were also taxing the rich and everyone in between. Ms. Anderson said it was a user fee. Council member Pokrzywinski said the franchise fee was disproportionately taxing the poor as a \$10 fee so he would rather raise property taxes than increase the franchise fee. Ms. Anderson stated the franchise fee was based on usage and was not a flat rate. Mayor Gander said the franchise fee should rise with inflation and not have a radical increase. Council member Pokrzywinski said a wealthier individual could afford a more efficient heating unit and explained his first house had a low mortgage and his heating bill was more than the mortgage. Mayor Gander said it was easier to heat a smaller space and a smaller home could be very affordable. Council member Pokrzywinski said he would prefer to raise taxes instead of the franchise fee.

Ms. Anderson informed the Council the franchise fee rate was .0075% since 2010, it was increased in 2016 to .0085%, and if it was increased to .0095% the City would collect an additional \$155,000. Council President Olstad said they would continue to discuss the Senior Center, the Truth and Taxation meeting was the following week at 6pm, and they would still have time to get the budget following that meeting with December 19th being the last meeting of the year.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE NOVEMBER 28, 2023 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:01 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 5, 2023 – 5:00 PM**

CALL TO ORDER:

The Special Meeting of the East Grand Forks City Council for Tuesday, December 5, 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; Nancy Ellis, City Planner;; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

1. Discussion on the 2024 Budget.

Mr. Huttunen said there were some open-ended items that needed to be discussed, he would start with the Senior Center, and see what time they would have left because of the council meeting starting at 6pm. He explained the Senior Center building was brought up at a finance committee meeting, everything was reviewed to determine where revenues could be increased, if upcoming expenditures could be reduced, and how one of those expenditures was for the HVAC system that could handle the commercial kitchen because of the meals prepared by Lutheran Social Services. He said if there was not a commercial kitchen in the building the HVAC system needed would cost closer to \$65,000 to \$70,000 instead of \$120,000. He stated that was one point of the discussion regarding the future of the Senior Center, they should know what the long-term plan was for the building, and if the building was sold where the senior programming would continue. He added there had been a lot of discussion with the Senior Center Board about where the programming might go if the building was sold which included considering the library because it provided opportunities for expansion. He told the Council the space at the library could not be dedicated strictly to the seniors because the room would be used for other programming which was a concern of the board because they currently have their own space.

Mr. Huttunen said the Board also looked at the warming house at Nash Park because it was only used a few months out of the year, it was a large space which was similar in size, and if it was going to be pursued, they would need to determine how the space would be used as a warming house and senior center. He added that the building would need renovations if it were going to be used. He stated the Board had

concerns about the space, the parking, and what renovations would be enough to make it a Senior Center. He said a third option was looking at the Sunshine Terrace facility which had a community room, the room could not be dedicated from 8am-4:30pm for activities but a lot of the same activities were taking place in the community room that were taking place at the Senior Center. He said the last option was to continue to operate the Senior Center which was the Board's choice. He stated the Senior Center could be better utilized, try for more rentals, and currently every room had a separate purpose or use so if that activity was not happening, the room was not being used so there was an opportunity to utilize the rooms in other ways. Mr. Huttunen asked for direction from the Council on which way they would like to proceed.

Council President Olstad said it was not a short-term process, he would like to see how staff could be utilized, end the director position at the Senior Center, try to enhance the programming at the Senior Center, and see if another location would work better because he would like the Senior Center to be a resilient place for the citizens to go to. Mayor Gander stated a lot of brainstorming had been done about what could be done, the City was in a difficult financial time, they needed to determine what employees and services were essential or non-essential, and determine how services could still be provided utilizing other staff. He commented on how they were doing this to try and keep taxes down which was the driving force behind the discussions on the budget. He said he talked to many senior citizens, they like the center, and the services provided. He added if there was a way to keep the facility, they could review operations.

Council member Larson asked if they could defer the HVAC replacement longer until it was determined how they would move forward with the Senior Center. Mr. Huttunen said they could defer the replacement, there was always a potential the system would fail, the system was at the end of its lifespan, and the issue was raised because the building did not cool properly. Council member Larson said they could look at staffing levels and defer the HVAC system project. Mr. Huttunen asked if staff should consider programming, services, and hours of operation if they were to utilize other staff. Discussion followed about what staff could cover hours, what programming might look like, and to work with the Senior Citizen Board in the process. Mr. Huttunen commented on how the finance committee looked at revenues for all departments and during this process they could try to tie revenues to services and hours of operation. Mayor Gander said that the population paid taxes and were on fixed incomes.

Mr. Huttunen moved on to charges for services, there had been discussion on commercial refuse charges, the fees had not been changed for many years, but would be brought forward at a future meeting for discussion. He said there had been discussions on staffing levels, if anyone was eligible for early retirement or early separations, but there might not be any cost savings. He stated there were open positions in Public Works and the Administration Office, Public Works was looking at reorganizing job duties and it would be discussed at a future meeting, and the Accounting Technician position was still open and in the long term it would need to be filled. He said staff had looked at the sharing of job duties for the short term. Mayor Gander reminded the Council that the city employees were not interchangeable, not everyone had the same skill set, and they might need to look at filling the position. Council member Larson asked if there would still be time to discuss the Public Works positions. Mr. Huttunen said they would, the job descriptions had to be approved by the Civil Service, but the Council could still discuss the organization of the department.

Mr. Huttunen said to continue the discussion from the previous week, there was a shortfall of \$150,000, other items he was looking for feedback on were the yearend fund balance and reserves. He stated the fund balance at 5% would have a 44% reserve balance, there were a few items that had not accounted for that would not be spent this year and there was savings with the changing of positions totaling

approximately \$75,000 from 2023 that would go into reserves. He said the school district paid the arena lease in September so that was an additional \$110,000 more than anticipated, moving forward the payment will be received in the fall, and the fund balance would be at 48% instead of the 44%. He asked the Council if they would use any fund balance to be applied to the deficit or if the levy could be at 6% instead of 5% which would give direction to staff. Discussion followed about how the deficit would be reduced to around \$150,000 if they were able to collect revenue for the SRO, leave a position open in Public Works, and use the \$73,000 from the fund transfer, it did not include any changes to the Senior Center, and the HVAC system would be paid for from the Building Maintenance Fund.

Council President Olstad said an additional 2.5% to the 5% tax levy would put things close to even. He stated there were guidelines for the reserves, using the reserves was not a long-term solution, and something else they can look at was staffing. He said they might want to reorganize the Economic Development, consider what to do with the Accounting Technician, and how things could look differently. He commented again using the reserves was not a long-term fix, he suggested having a meeting with the EDA Board so they were included in the conversation, and how this would not be done by January 1st but to make sure things were done correctly.

Council member Larson asked about the staffing changes at the Senior Center and if that would save around \$100,000. Mr. Huttunen said that was correct, it was not an immediate savings, but there would be savings over time. Council member Larson said other staff would also be covering and \$100,000 was a big portion of the \$150,000. Council President Olstad said he did not want to use reserves, they worked hard to build them up, and only wanted to use reserves for emergencies. Mayor Gander said there would be savings when there were structural changes. Discussion followed about how some would be supportive of a higher levy than using the reserves and how deferring hiring the Accounting Technician until June would be an additional savings. Mayor Gander said how there are some areas the Council did not have much say like with Local Government Aid (LGA), so when there is an increase to wages, there is a greater increase to the levy because of the other revenue sources that had not been increased so they need to make sure that other sources of revenue track with inflation in the future.

Council member Vetter said several positions were discussed and if the Council was not willing to increase up to the 7.5% or spend reserves, staff could give the Council options to eliminate positions to help balance the budget. Mayor Gander stated that could create a ripple effect and they would need to keep an eye on morale. Mr. Huttunen said he had a concern about having staff make those recommendations to the Council, it would pit departments against each other, everyone had worked well with each other, so instead of having departments work against each other he would provide a lot of information on all of the jobs allowing the Council make the decision on positions.

Council member Helms asked what would happen if they were able to sell the Infill building. Mayor Gander said he would utilize those funds on a one-time occurrence and not for on-going operations of the City. Council member Helms said the City was hurting that bad then other projects such as LaFave Park and the baseball fields should not be done and take care of infrastructure instead. Mayor Gander said there were funds set up for infrastructure, so things were not being neglected. Ms. Anderson said the street was being done in LaFave Park, it would be paid for by the City, and since it was part of the project the grant would help pay for the repairs so that match was coming from the street reconstruction fund. She continued saying a portion would be paid for from the sanitary or storm water funds and they were looking at using the remaining sales tax dollars. Mayor Gander said none of it was coming out of the general fund. Ms. Anderson said it was also an investment to the community which would bring in a lot of people, it would clean up the area, and be a showcase like the greenway system. She added the City

was fortunate having the additional accounts so not everything came out of the general fund and staff looked for additional funds instead of putting the full burden on the tax payers.

Council member Larson asked what the impact would be if a truck driver position was eliminated. Mr. Stordahl told the Council there would be slower snow cleanup, they use all staff in building the flood wall, which were two of the biggest things, but it would also slow down day-to-day items as well. He said they are already in a shortage because they lost a truck driver position years ago, they tried to fill it with a temporary position, there were union issues, so they lost the full time and temporary position. He said when that position was not hauling snow, they might be in another piece of equipment moving snow, and currently if a staff member was out due to sickness it slowed everything down. He added there were things during the summer months as well such as the special refuse pickups, mowing, filling in at a parade, and during spring or fall clean up because they help pick up and haul the material. He stated they could do anything but cutting a position could create more overtime. Council member Larson asked if there was currently an open truck driver position included in the budget. Mr. Stordahl said it was removed years ago or did not see it being refilled. Council member Pokrzywinski stated it would increase idle time in between loading trucks. Mr. Huttunen said he had direction and thanked the Council for the discussion.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE DECEMBER 5, 2023 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:52 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 5, 2023 – 6:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, December 5, 2023 was called to order by Council President Olstad at 6:00 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; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

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 “Work Session” for the East Grand Forks, Minnesota City Council of November 14, 2023.
2. Consider approving the minutes of the “Council Meeting” for the East Grand Forks, Minnesota City Council of November 21, 2023.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of November 21, 2023.

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

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

4. Truth and Taxation Hearing on preliminary tax levy of 11% with proposed reduction down to a 5% final levy.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER VETTER, TO OPEN THE PUBLIC HEARING.

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

Voting Nay: None.

Ms. Anderson explained the public hearing was required by State law, the purpose was to review the 2024 budget and tax levy, the preliminary levy was set at 11%, and they were working on getting it down to 5%. She stated they would review historical data and answer any questions. She started reviewing the most up to date proposed budget compared to the 2023 budget, how there was a place holder of \$150,000 for wage and benefits because negotiations had not been completed, and at this time to balance the budget the levy could be increased, reserves could be used, or cut additional expenses.

Ms. Anderson reviewed revenues and where the funding came from, the tax levy was 52% of the revenues, and the next highest was intergovernmental funds which was made up mostly of Local Government Aid. She listed the projected revenues that would be collected and reviewed expenditures, the largest being personnel services and what the costs were over the last four years. She continued with what the increases were in the proposed 2024 budget compared to 2023.

Ms. Anderson stated there were reasons why property taxes varied from year to year which included a change in property value, if special assessments were added, and increases from other taxing entities that were included on the property tax statement. She explained the City followed five properties at different values and saw how the proposed taxes affected each of the properties but also how the change in valuation also made a difference. She reviewed the list of proposed levy information that had been provided to residents with the proposed tax information for other entities in the County. She stated local governments had to approve the final levy by December 28, 2023, the final levy could be lower but not higher than the preliminary levy, City was hoping to get the final levy down to 5%, and gave a reminder that the property tax statements had to be mailed out by March 31, 2024.

Ms. Anderson reviewed what the average preliminary levies were for cities, counties, schools, and the special taxing districts. She added the Council was hoping to set the final levy at the December 19th council meeting. She stated the taxable market value for the City was at \$896,000,000, what the increases in value were for residential, commercial, and industrial areas, the estimated value for new construction was \$5.6 million in 2024, and the average home value increased from 287,800 in 2023 to \$323,700 in 2024. She continued with the general fund balance, the State Auditor recommended having 35% up to 50% of operating revenues, or no less than 5 months of operating expenditures in the fund balance. She

said a good reason to be close to the top was to get a better bond rating, the City currently had an Aa3 bond rating, which helps the City get a better interest rate when bonding for projects, and was the highest the City could have at its current size. She listed what the fund balance was in previous years and with a levy of 5% the fund balance would be at 48.72%. She asked for questions. There were no questions.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO CLOSE THE PUBLIC HEARING.

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

Voting Nay: 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.

- 5. Consider approving the Exempt Gambling Permit Application for the Northern Lights Figure Skating Club to hold bingo on March 28, 2024 at the Eagles Club located at 227 10th St NW East Grand Forks, MN 56721.
- 6. Consider adopting Resolution No. 23-12-78 supporting the proposed Special Use Permit for vehicle loads up to 122,000 pounds of the purpose of hauling sugar beets on US Highway 2, 5th Ave NE, and Business Highway 2.

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

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

Voting Nay: None.

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

NONE

COMMUNICATIONS: NONE

OLD BUSINESS:

- 7. Reconsider snow removal motion from October 3rd meeting.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER HELMS, TO RECONSIDER SNOW REMOVAL MOTION FROM OCTOBER 3RD MEETING.

Mr. Huttunen explained if the Council voted yes on this item, they would then vote on item 8, a vote for no, they would not move on to item 8. He said if they were to vote on item 8, a yes vote would reaffirm the Council’s decision from the October 3rd meeting to put snow removal on the west side of Bygland

Road on the property owners and a no vote would return that responsibility to city staff. Council member Helms asked what a no vote would be on item 7. Mr. Huttunen said if it was a no vote, they would not reconsider the original motion and the property owners would be responsible for moving snow.

Mayor Gander said had been a lot of talk about promises made, promises could not be made by only one person on the Council, and he was not sure how the Council would vote on something 10 years down the road. He stated he could not go on an individual promise, he did trust that a promise was made, he did not doubt that, and they have heard of many promises that have been made over the years. He said there was not much recourse if it was not in writing. He added they knew they would be in charge of snow removal, they would have fought the sidewalk being put in, and he was thankful the Council was going to reconsider this. He said if there was something different from the other side of the street it should have been made clear.

Council member Helms stated no matter the outcome it would not be right, another concern he had was the sidewalks that were not cleared along Highway 220 because it gets to be too much, and whoever made the promise should be the one dealing with this issue. He added how the people on 17th Street had the same problem, they had to clear their own sidewalks, and it was right next to the street. He said he was looking at the whole city and asked how many kids used the sidewalk during the winter. He commented how busy Bygland Road was because the kids got rides to school and they need to really consider projects before they move forward with them.

Council President Olstad asked if anyone wanted to make comments, they could have a couple minutes and if they had made comments at the work sessions the Council understood their stance. Ms. Kristi Swanson, 1034 Bygland Road SE, asked if the funding had come from Safe Routes to School which was why the sidewalk was put in. Council President Olstad said that was what had been discussed. Ms. Swanson asked why the City cleaned the sidewalk if there was no agreement to do so. Council President Olstad said it seemed staff started it since they were clearing the other side but in researching this item nothing was found saying it was going to be done by the City. Ms. Swanson said the closest thing she found was in the 2012 letter, she asked if the Council had received her emails, and in the letter it stated it should be another integral piece to the safe pedestrian and bike travel, so if that was the case, it should follow through. She added there was nothing else to overturn that and asked if there were any other letters that said something different. Council President Olstad said based on all the discussions on this item there was no other letter that explained how snow removal was to be handled. Ms. Swanson asked if there was no proof if there was a grandfathered-in rule. Mr. Galstad said there was no such thing as a grandfathered-in rule. Ms. Swanson thanked the Council for reconsidering.

Mayor Gander asked Ms. Ellis if there were other areas in the city where sidewalks were added with safe route to school funding and were maintained by the adjacent properties. Ms. Ellis said 20th Ave SE and 13th Street east of Bygland. Mayor Gander said Safe Routes to School was the funding mechanism. Ms. Ellis said there were safe routes that had to be set each year by the Metropolitan Planning Organization and Safe Kids, there were many routes, Safe Routes to School was a form of funding that paid 100% for the project. She added part of the ADA requirements was that the City has sidewalks so they found a way to have them paid for. She reviewed how the sidewalk project was done, there were a lot of questions with sidewalks, and how the City tried to find ways to fund projects instead of special assessing them. She reminded the Council that complete streets and ADA transition plans were required if the City wanted to continue getting funding from the Minnesota Department of Transportation.

Council member Larson said he had some emails from residents questioning snow removal because their property did not go all the way to Bygland Road. Ms. Ellis said it was the townhome properties, she had not sent out the letters, and they would only be responsible for the sidewalks in front of their property. She explained a storm water pond was supposed to have been built, it was not, and that property was transferred over to the City. She said the City would then be maintaining Bygland Road from 13th Street up to the cul-de-sac area.

Voting Aye: Helms, Olstad, and Larson.

Voting Nay: Riopelle, Peterson, Vetter, and Pokrzywinski.

8. Consider approving Proposal One to address snow removal along Bygland Road and 13th Street SE.

This time was not voted on because item 7 was voted down.

NEW BUSINESS:

9. Consider adopting Resolution No. 23-12-79 choosing Option 1 and not waiving the statutory tort limits for excess liability coverage in 2024.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADOPT RESOLUTION NO. 23-12-79 CHOOSING OPTION 1 AND NOT WAIVING THE STATUTORY TORT LIMITS FOR EXCESS LIABILITY COVERAGE IN 2024.

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

Voting Nay: None.

10. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152 for the recruitment and relocation program for new police officers for 2024.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND THE LAW ENFORCEMENT LABOR SERVICES LOCAL NO. 152 FOR THE RECRUITMENT AND RELOCATION PROGRAM FOR NEW POLICE OFFICERS FOR 2024.

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

Voting Nay: None.

11. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152 for the officer retention program for 2024.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND THE LAW ENFORCEMENT LABOR

SERVICES LOCAL NO. 152 FOR THE OFFICER RETENTION PROGRAM FOR 2024.

Council Vice-President Riopelle said he did not think the retention program was working so he would be voting no. Mayor Gander commented he thought it was working.

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

Voting Nay: Riopelle.

CLAIMS:

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

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander thanked the staff and Council for all the work that had been done on the budget, they were trying to find ways to save funds, it was difficult, and how they were trying to find ways to do the work based on the City’s priorities.

Council member Helms asked for clarification and if the City was not going to be clearing snow on the west side of Bygland Road. Mr. Huttunen said that was correct.

Council member Larson thanked Ms. Ellis for talking with him and a resident about transit options.

ADJOURN:

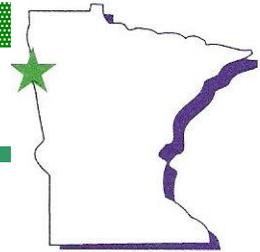
A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE DECEMBER 5, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:40 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

EAST GRAND FORKS
POLICE DEPARTMENT



Michael Hedlund
Chief of Police

520 DeMers Avenue East Grand Forks, MN 56721
Phone (218) 773 - 1104 Fax (218) 773 - 1108

PUBLIC NOTICE

The City of East Grand Forks is a part of the Regional Special Operations Group that includes being a part of the Unmanned Aircraft System (UAS) team. Minnesota State Statute 616.19 regulates the usage of Unmanned Aviation Vehicles and requires cities to adopt a policy regarding usage.

The City has drafted a policy or department directive and before it can be adopted there is a public comment period and public hearing that are required. The full draft of the directive can be viewed under newsflash on the City's website or a copy can be picked up at the Administration Office. Public comments can be emailed to egfpd@egf.mn, mailed to the Police Department at the following:

East Grand Forks Police Department
Attn.: Chief Michael Hedlund
520 Demers Avenue
East Grand Forks, MN 56721

Or can be made during the public hearing that will be held at the Council Meeting on Tuesday, December 19th starting at 5pm. The meeting will be taking place in the Council Chamber at the East Grand Forks City Hall located at 600 Demers Ave East Grand Forks, MN 56721.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Red River Valley Pheasants Forever Previous Gambling Permit Number: X- 33228

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

Mailing Address: 42366 130th ST SW

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

Name of Chief Executive Officer (CEO): Brian Nelson

CEO Daytime Phone: 218 230 4364 CEO Email: brian.nelson@outlook.com
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Eagles Club #350

Physical Address (do not use P.O. box): 227 10th ST NW

Check one:
 City: East Grand Forks mn Zip: 56721 County: Polk
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): April 20th 2024

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

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Brian Nelson* Date: 12-05-23

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

Print Name: Brian Nelson

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

LG220 Application for Exempt Permit

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

Application Fee (non-refundable)

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

ORGANIZATION INFORMATION

Organization Name: Whitestails Unlimited Red River Valley Deer Camp
Previous Gambling Permit Number: X- 93327
Minnesota Tax ID Number, if any: 3891694
Federal Employer ID Number (FEIN), if any: 39-1415070
Mailing Address: 625 20th Ave NW
City: Baudette State: MN Zip: 56623 County: Lake of the Woods
Name of Chief Executive Officer (CEO): James Nordlof
CEO Daytime Phone: 218-434-0399 CEO Email: jnordlof@whitetailsunlimited.com
Email permit to (if other than the CEO):

NONPROFIT STATUS

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

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
[] A current calendar year Certificate of Good Standing
[] IRS income tax exemption (501(c)) letter in your organization's name
[x] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): American Legion
Physical Address (do not use P.O. box): 1009 Central Ave NW East Grand Forks MN 56721
Check one:
[x] City: East Grand Forks Zip: 56721 County: Polk
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): Saturday January 20, 2024

Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [x] Raffle
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

COUNTY APPROVAL for a gambling premises located in a township

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: 12/5/23
 (Signature must be CEO's signature; designee may not sign)

Print Name: James Nordlof

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

RESOLUTION NO. 23 – 12 – 80

RESOLUTION DESIGNATING POLLING PLACES

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

WHEREAS, Minnesota Statute 204B.16 Subd. 1 requires the governing body to adopt a resolution designating the annual polling place by December 31 of each year; and

WHEREAS, there are five wards and three polling locations in East Grand Forks, and

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks that the following polling places are designated in each respective ward for 2024:

1st Ward Polling Place: East Grand Forks Senior Center; 538 Rhinehart Drive SE

2nd Ward Polling Place: City Hall, 600 Demers Avenue NW

3rd Ward Polling Place: Senior High School, 1420 4th Ave NW

4th Ward Polling Place: Senior High School, 1420 4th Ave NW

5th Ward Polling Place: Senior High School, 1420 4th Ave NW

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 19, 2023

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 19th day of December, 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 November 15, 2023, at 8:00 am in the City Council Chambers.

Present: Grinde, Quirk (interactive technology), Beauchamp, Riopelle

Absent: None

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

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on November 1, 2023.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,794,541.53.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to authorize Water & Light to file for a "Request for Exclusion" for the class action lawsuit against 3M and Dupont and authorize Keith Mykleseth to sign on behalf of Water & Light.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve the proposed 2024 Electric and Water rates and fees as presented and to move forward with the preparation of Resolutions for signatures.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to adjourn at 8:28 am to the next regular meeting on December 6, 2023, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

Kristen Shipes
Commission Secretary

General Ledger As of October 31, 2023

Council Monthly Rev Budgt Report

User: kanderson
 Printed: 12/06/23 10:13:15
 Period 01 - 10
 Fiscal Year 2023

Fund Description	2023 Budget	Amt collected as of Oct 31	Remaining Balance	% left to collect
101 General				
31 Taxes	\$ 8,150,768.41	\$ 4,120,905.81	\$ 4,029,862.60	49.44%
32 Licenses & Permits	\$ 105,775.00	\$ 120,453.75	\$ (14,678.75)	-13.88%
33 Intergovernmental	\$ 2,613,304.00	\$ 1,428,688.93	\$ 1,184,615.07	45.33%
34 Charges for Services	\$ 1,376,805.00	\$ 1,106,409.20	\$ 270,395.80	19.64%
35 Fines & Forfeitures	\$ 118,000.00	\$ 143,738.59	\$ (25,738.59)	-21.81%
36 Special Assessment/Misc Rev	\$ 36,400.00	\$ 285,127.56	\$ (248,727.56)	-683.32%
39 Other Financing Sources	\$ 224,873.50	\$ -	\$ 224,873.50	100.00%
Revenue	\$ 12,625,925.91	\$ 7,205,323.84	\$ 5,420,602.07	42.93%
209 State Aid Street				
33 Intergovernmental	\$ 190,000.00	\$ 183,804.37	\$ 6,195.63	3.26%
Revenue	\$ 190,000.00	\$ 183,804.37	\$ 6,195.63	3.26%
210 Transit				
33 Intergovernmental	\$ 708,315.00	\$ 731,114.04	\$ (22,799.04)	-3.22%
36 Special Assessment/Misc Rev	\$ -	\$ 909.00	\$ (909.00)	0.00%
39 Other Financing Sources	\$ 105,287.30	\$ -	\$ 105,287.30	100.00%
Revenue	\$ 813,602.30	\$ 732,023.04	\$ 81,579.26	10.03%
214 Resurrection Cemetery				
34 Charges for Services	\$ 40,500.00	\$ 32,880.00	\$ 7,620.00	18.81%
39 Other Financing Sources	\$ 41,551.54	\$ -	\$ 41,551.54	100.00%
Revenue	\$ 82,051.54	\$ 32,880.00	\$ 49,171.54	59.93%
215 Insect				
34 Charges for Services	\$ 47,800.00	\$ 39,743.83	\$ 8,056.17	16.85%
Revenue	\$ 47,800.00	\$ 39,743.83	\$ 8,056.17	16.85%
217 Greenway Maint				
34 Charges for Services	\$ 99,000.00	\$ 83,461.84	\$ 15,538.16	15.70%
Revenue	\$ 99,000.00	\$ 83,461.84	\$ 15,538.16	15.70%
280 Housing/Lot Sale				
36 Special Assessment/Misc Rev	\$ 52,000.00	\$ 205,290.36	\$ (153,290.36)	-294.79%
39 Other Financing Sources	\$ -	\$ -	\$ -	0.00%
Revenue	\$ 52,000.00	\$ 205,290.36	\$ (153,290.36)	-294.79%
400 Grants				
33 Intergovernmental	\$ -	\$ 49,999.54	\$ (49,999.54)	0.00%
36 Donations	\$ -	\$ 51,300.00	\$ (51,300.00)	0.00%
Revenue	\$ -	\$ 101,299.54	\$ (101,299.54)	0.00%
401 Infrastructure Projects				
36 Special Assessment/Misc Rev	\$ -	\$ 109,881.28	\$ (109,881.28)	0.00%
Revenue	\$ -	\$ 109,881.28	\$ (109,881.28)	0.00%
403 Police Grants				
36 Dept	\$ -	\$ 300.00	\$ (300.00)	0.00%
Revenue	\$ -	\$ 300.00	\$ (300.00)	0.00%

404	Fire Grants						
33	Dept	\$	-	\$	3,908.80	\$	(3,908.80) 0.00%
	Revenue	\$	-	\$	3,908.80	\$	(3,908.80) 0.00%
405	Parks Grants						
36	Dept	\$	-	\$	3,000.00	\$	(3,000.00) 0.00%
	Revenue	\$	-	\$	3,000.00	\$	(3,000.00) 0.00%
414	City AJ Projects						
33	Intergovernmental	\$	-	\$	530,098.78	\$	(530,098.78) 0.00%
39	Other Financing Sources	\$	-	\$	-	\$	- 0.00%
	Revenue	\$	-	\$	530,098.78	\$	(530,098.78) 0.00%
415	City Capital Projects						
33	Intergovernmental	\$	-	\$	1,267,547.71	\$	(1,267,547.71) 0.00%
39	Other Financing Sources	\$	-	\$	39,863.27	\$	(39,863.27) 0.00%
	Revenue	\$	-	\$	1,307,410.98	\$	(1,307,410.98) 0.00%
419	CP's 23rd St NW Construction						
33	Intergovernmental	\$	-	\$	156,539.53	\$	(156,539.53) 0.00%
39	Other Financing Sources	\$	200,187.06	\$	-	\$	200,187.06 100.00%
	Revenue	\$	200,187.06	\$	156,539.53	\$	43,647.53 21.80%
425	Building Improvements						
36	Special Assessment/Misc Rev	\$	-	\$	5,023.01	\$	(5,023.01) 0.00%
39	Other Financing Sources	\$	350,000.00	\$	350,000.00	\$	- 0.00%
	Revenue	\$	350,000.00	\$	355,023.01	\$	(5,023.01) -1.44%
531	12-01-01 Improvement Bond						
36	Special Assessment/Misc Rev	\$	-	\$	2,828.39	\$	(2,828.39) 0.00%
	Revenue	\$	-	\$	2,828.39	\$	(2,828.39) 0.00%
532	12-01-03 Improvement Bond						
36	Special Assessment/Misc Rev	\$	-	\$	25,590.51	\$	(25,590.51) 0.00%
	Revenue	\$	-	\$	25,590.51	\$	(25,590.51) 0.00%
533	12-01-04 Improvement Bond						
36	Special Assessment/Misc Rev	\$	-	\$	158,894.15	\$	(158,894.15) 0.00%
	Revenue	\$	-	\$	158,894.15	\$	(158,894.15) 0.00%
534	03-01-06 Improvement Bond						
36	2006 Bond Assessment	\$	-	\$	22,816.82	\$	(22,816.82) 0.00%
	Revenue	\$	-	\$	22,816.82	\$	(22,816.82) 0.00%
535	12-1-07 Improvement Bond						
36	2007 Bond Assessment	\$	-	\$	137,242.53	\$	(137,242.53) 0.00%
	Revenue	\$	-	\$	137,242.53	\$	(137,242.53) 0.00%
537	2012 Imp Bond						
36	2012 Bond assessments	\$	-	\$	29,458.81	\$	(29,458.81) 0.00%
	Revenue	\$	-	\$	29,458.81	\$	(29,458.81) 0.00%
538	2015 Improvement Bond						
36	2015 Bond assessments	\$	-	\$	26,652.07	\$	(26,652.07) 0.00%
	Revenue	\$	-	\$	26,652.07	\$	(26,652.07) 0.00%
539	2017 Improvement Bond						
36	2017 Bond assessments	\$	-	\$	118,366.97	\$	(118,366.97) 0.00%
	Revenue	\$	-	\$	118,366.97	\$	(118,366.97) 0.00%
601	Electric						
37	Utility Sales	\$	16,097,175.88	\$	13,266,674.08	\$	2,830,501.80 17.58%
	Revenue	\$	16,097,175.88	\$	13,266,674.08	\$	2,830,501.80 17.58%
602	Water						
37	Utility Sales	\$	2,706,334.26	\$	2,291,561.64	\$	414,772.62 15.33%
	Revenue	\$	2,706,334.26	\$	2,291,561.64	\$	414,772.62 15.33%

603 Refuse					
34 Charges for Services	\$ 1,042,000.00	\$ 894,336.30	\$ 147,663.70	14.17%	
Revenue	\$ 1,042,000.00	\$ 894,336.30	\$ 147,663.70	14.17%	
605 Sewage					
36 Special Assessment/Misc Rev	\$ -	\$ 31,000.00	\$ (31,000.00)	0.00%	
37 Utility Sales	\$ 2,001,622.00	\$ 1,619,151.03	\$ 382,470.97	19.11%	
Revenue	\$ 2,001,622.00	\$ 1,650,151.03	\$ 351,470.97	17.56%	
609 Storm Water					
33 Intergovernmental	\$ -	\$ 42,060.29	\$ (42,060.29)	0.00%	
34 Charges for Services	\$ 710,000.00	\$ 590,449.82	\$ 119,550.18	16.84%	
37 Utility Sales	\$ -	\$ 41,918.40	\$ (41,918.40)	0.00%	
Revenue	\$ 710,000.00	\$ 674,428.51	\$ 35,571.49	5.01%	
620 EDA General					
36 Special Assessment/Misc Rev	\$ -	\$ 10.00	\$ (10.00)	0.00%	
39 Other Financing Sources	\$ 229,306.22	\$ -	\$ 229,306.22	100.00%	
Revenue	\$ 229,306.22	\$ 10.00	\$ 229,296.22	100.00%	
623 EDA TIF 1-2 E of BN Tri					
36 Special Assessment/Misc Rev	\$ -	\$ 94.42	\$ (94.42)	0.00%	
Revenue	\$ -	\$ 94.42	\$ (94.42)	0.00%	
625 EDA IRP Loan Subfund					
36 Interest Earnings	\$ -	\$ 1,976.02	\$ (1,976.02)	0.00%	
Revenue	\$ -	\$ 1,976.02	\$ (1,976.02)	0.00%	
626 MIF (DRLF-97-0003-V-FY98)					
36 Special Assessment/Misc Rev	\$ -	\$ 19,462.42	\$ (19,462.42)	0.00%	
Revenue	\$ -	\$ 19,462.42	\$ (19,462.42)	0.00%	
627 MN DEED MIF					
33 Intergovernmental	\$ -	\$ 85.84	\$ (85.84)	0.00%	
36 Special Ass/Misc	\$ -	\$ 808.26	\$ (808.26)	0.00%	
Revenue	\$ -	\$ 894.10	\$ (894.10)	0.00%	
630 Sunshine Terrace					
34 Charges for Services	\$ 526,572.00	\$ 430,098.00	\$ 96,474.00	18.32%	
36 Special Assessment/Misc Rev	\$ 7,000.00	\$ 9,146.28	\$ (2,146.28)	-30.66%	
39 Dept	\$ -	\$ 185,392.05	\$ (185,392.05)	0.00%	
Revenue	\$ 533,572.00	\$ 624,636.33	\$ (91,064.33)	-17.07%	
682 Infill Building					
36 Special Assessment/Misc Rev	\$ 77,490.00	\$ 65,750.00	\$ 11,740.00	15.15%	
Revenue	\$ 77,490.00	\$ 65,750.00	\$ 11,740.00	15.15%	
703 Central Equipment					
38	\$ -	\$ 205,392.00	\$ (205,392.00)	0.00%	
Revenue	\$ -	\$ 205,392.00	\$ (205,392.00)	0.00%	
849 Perpetual Care Cemetery					
34 Charges for Services	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%	
Revenue	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%	

General Ledger
 Council Monthly Expense Budget Report

As of October 31, 2023

kanderson
 Date: 12/06/23 10:14:55
 Page: 01 - 10
 Year: 2023

Description	2023 Budget	Amt Spent as of Oct 30	Remaining Balance	% left to spend
General				
General Government	\$ 1,546,919.21	\$ 1,159,321.46	\$ 387,597.75	25.06%
Public Safety	\$ 5,162,320.02	\$ 3,783,985.54	\$ 1,378,334.48	26.70%
Public Works	\$ 1,969,854.98	\$ 1,491,408.43	\$ 478,446.55	24.29%
Culture and Recreation	\$ 3,038,100.06	\$ 2,186,311.50	\$ 851,788.56	28.02%
Community Development	\$ 65,000.00	\$ 31,395.36	\$ 33,604.64	51.70%
Unallocated	\$ 970,740.26	\$ 375,573.31	\$ 595,166.95	61.31%
Expense	\$ 12,752,934.53	\$ 9,027,995.60	\$ 3,724,938.93	29.21%
Community & Economic Growth				
Community Development	\$ 10,000.00	\$ 1,475.00	\$ 8,525.00	85.25%
Expense	\$ 10,000.00	\$ 1,475.00	\$ 8,525.00	85.25%
State Aid Street				
Unallocated	\$ 518,481.00	\$ 2,160.00	\$ 516,321.00	99.58%
Expense	\$ 518,481.00	\$ 2,160.00	\$ 516,321.00	99.58%
Transit				
Transit	\$ 813,602.30	\$ 616,444.15	\$ 197,158.15	24.23%
Expense	\$ 813,602.30	\$ 616,444.15	\$ 197,158.15	24.23%
Sales Tax Pool				
Unallocated	\$ -	\$ 39,863.27	\$ (39,863.27)	0.00%
Expense	\$ -	\$ 39,863.27	\$ (39,863.27)	0.00%
Resurrection Cemetery				
Unallocated	\$ 82,051.54	\$ 56,256.14	\$ 25,795.40	30.48%
Expense	\$ 82,051.54	\$ 56,256.14	\$ 25,795.40	30.48%
Insect				
Public Works	\$ 50,071.00	\$ 12,142.48	\$ 37,928.52	75.75%
Expense	\$ 50,071.00	\$ 12,142.48	\$ 37,928.52	75.75%
Greenway Maint				
Public Works	\$ 10,000.00	\$ 15,000.00	\$ (5,000.00)	-50.00%
Expense	\$ 10,000.00	\$ 15,000.00	\$ (5,000.00)	-50.00%
Housing/Lot Sale				
Other L-T Debt	\$ 343,800.00	\$ 78,995.08	\$ 264,804.92	77.02%
Unallocated	\$ 65,000.00	\$ -	\$ 65,000.00	100.00%
Expense	\$ 408,800.00	\$ 78,995.08	\$ 329,804.92	80.68%
Grants				
Public Safety	\$ -	\$ 54,742.94	\$ (54,742.94)	0.00%
Culture and Recreation	\$ -	\$ 23,002.26	\$ (23,002.26)	0.00%
Expense	\$ -	\$ 77,745.20	\$ (77,745.20)	0.00%
Infrastructure Projects				
Unallocated	\$ -	\$ -	\$ -	0.00%
Expense	\$ -	\$ -	\$ -	0.00%
City AJ Projects				

Public Works	\$	-	\$	1,390,588.08	\$	(1,390,588.08)	0.00%
Expense	\$	-	\$	1,390,588.08	\$	(1,390,588.08)	0.00%
City Capital Projects							
General Govt	\$	-	\$	160.00	\$	(160.00)	0.00%
Public Works	\$	-	\$	1,443,590.18	\$	(1,443,590.18)	0.00%
Culture and Recreation	\$	-	\$	124,639.16	\$	(124,639.16)	0.00%
Expense	\$	-	\$	1,568,389.34	\$	(1,568,389.34)	0.00%
CP's 23rd St NW Construction							
Public Works	\$	87,187.06	\$	87,079.06	\$	108.00	0.12%
Other L-T Debt	\$	113,000.00	\$	113,000.00	\$	-	0.00%
Expense	\$	200,187.06	\$	200,079.06	\$	108.00	0.05%
Building Improvements							
General Government	\$	65,775.00	\$	-	\$	65,775.00	100.00%
Police Dept	\$	-	\$	36,726.50	\$	(36,726.50)	0.00%
Public Works	\$	64,000.00	\$	24,600.00	\$	39,400.00	61.56%
Culture and Recreation	\$	210,000.00	\$	140,971.08	\$	69,028.92	32.87%
Expense	\$	339,775.00	\$	202,297.58	\$	137,477.42	40.46%
Dwntwn CDBG Close 493/496							
Public Works	\$	-	\$	9,814.40	\$	(9,814.40)	0.00%
Expense	\$	-	\$	9,814.40	\$	(9,814.40)	0.00%
12-01-04 Improvement Bond							
2004 Improvement Bond	\$	-	\$	190,650.00	\$	(190,650.00)	0.00%
Expense	\$	-	\$	190,650.00	\$	(190,650.00)	0.00%
03-01-06 Improvement Bond							
2006 Improvement Bond	\$	-	\$	46,575.00	\$	(46,575.00)	0.00%
Expense	\$	-	\$	46,575.00	\$	(46,575.00)	0.00%
12-1-07 Improvement Bond							
2007 Improvement Bond	\$	-	\$	209,255.00	\$	(209,255.00)	0.00%
Expense	\$	-	\$	209,255.00	\$	(209,255.00)	0.00%
2012 Imp Bond							
Other L-T Debt	\$	-	\$	40,257.50	\$	(40,257.50)	0.00%
Expense	\$	-	\$	40,257.50	\$	(40,257.50)	0.00%
2015 Improvement Bond							
Dept	\$	-	\$	117,950.00	\$	(117,950.00)	0.00%
Expense	\$	-	\$	117,950.00	\$	(117,950.00)	0.00%
2017 Improvement Bond							
2017 Improvement Bond	\$	-	\$	366,280.00	\$	(366,280.00)	0.00%
Expense	\$	-	\$	366,280.00	\$	(366,280.00)	0.00%
Electric							
Construction Projects	\$	-	\$	40,771.29	\$	(40,771.29)	0.00%
Electric Utilities	\$	16,320,601.71	\$	11,948,038.11	\$	4,372,563.60	26.79%
Expense	\$	16,320,601.71	\$	11,988,809.40	\$	4,331,792.31	26.54%
Water							
Construction Projects	\$	-	\$	76,570.99	\$	(76,570.99)	0.00%
Water Utilities	\$	2,977,213.75	\$	1,468,900.22	\$	1,508,313.53	50.66%
Expense	\$	2,977,213.75	\$	1,545,471.21	\$	1,431,742.54	48.09%
Refuse							
Unallocated	\$	1,125,400.12	\$	814,098.83	\$	311,301.29	27.66%
Expense	\$	1,125,400.12	\$	814,098.83	\$	311,301.29	27.66%
Sewage							
Unallocated	\$	2,177,190.48	\$	839,206.28	\$	1,337,984.20	61.45%
Expense	\$	2,177,190.48	\$	839,206.28	\$	1,337,984.20	61.45%

Storm Water					
Public Works	\$	1,030,409.67	\$	253,590.35	\$ 776,819.32 75.39%
Expense	\$	1,030,409.67	\$	253,590.35	\$ 776,819.32 75.39%
EDA General					
Unallocated	\$	229,306.22	\$	166,408.22	\$ 62,898.00 27.43%
Expense	\$	229,306.22	\$	166,408.22	\$ 62,898.00 27.43%
MN DEED MIF					
Dept	\$	-	\$	7,884.40	\$ (7,884.40) 0.00%
Expense	\$	-	\$	7,884.40	\$ (7,884.40) 0.00%
Sunshine Terrace					
Community Development	\$	569,216.79	\$	364,634.52	\$ 204,582.27 35.94%
Expense	\$	569,216.79	\$	364,634.52	\$ 204,582.27 35.94%
Downpayment Assistance					
Community Development	\$	-	\$	52,200.00	\$ (52,200.00) 0.00%
Expense	\$	-	\$	52,200.00	\$ (52,200.00) 0.00%
Town Square					
Community Development	\$	-	\$	185,392.05	\$ (185,392.05) 0.00%
Expense	\$	-	\$	185,392.05	\$ (185,392.05) 0.00%
DeMers Professional Building					
Community Development	\$	-	\$	-	\$ - 0.00%
Expense	\$	-	\$	-	\$ - 0.00%
Infill Building					
Community Development	\$	90,273.96	\$	37,953.39	\$ 52,320.57 57.96%
Expense	\$	90,273.96	\$	37,953.39	\$ 52,320.57 57.96%
Central Equipment					
Other L-T Debt	\$	-	\$	800.00	\$ (800.00) 0.00%
Expense	\$	-	\$	800.00	\$ (800.00) 0.00%
Benefit Accrual					
Unallocated	\$	-	\$	29,939.00	\$ (29,939.00) 0.00%
Expense	\$	-	\$	29,939.00	\$ (29,939.00) 0.00%
Perpetual Care Cemetery					
Unallocated	\$	20,000.00	\$	-	\$ 20,000.00 100.00%
Expense	\$	20,000.00	\$	-	\$ 20,000.00 100.00%
Campbell-Olson					
Dept	\$	-	\$	671.40	\$ (671.40) 0.00%
Expense	\$	-	\$	671.40	\$ (671.40) 0.00%

General Ledger
Council Monthly Cash Report



City of East Grand Forks

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

User: kanderson
Printed: 12/08/23 13:52:16
Period 01 - 10
Fiscal Year 2023

Fund	Description	Beg Bal	Debits	Credits	End Bal
101	General	6,469,967.04	19,945,282.91	21,414,411.03	5,000,838.92
201	ARPA	795,139.90	0.00	90,700.00	704,439.90
204	Community & Economic Growth	72,490.97	0.00	1,475.00	71,015.97
209	State Aid Street	389,800.74	183,804.37	2,160.00	571,445.11
210	Transit	-120,000.00	852,896.79	850,233.49	-117,336.70
212	Sales Tax Pool	399,743.93	0.00	39,863.27	359,880.66
214	Resurrection Cemetery	0.00	32,900.00	57,491.61	-24,591.61
215	Insect	279,501.38	39,516.00	12,142.48	306,874.90
217	Greenway Maint	4,848.73	82,545.32	0.00	87,394.05
222	PoliceForfeiture Fund	23,231.78	0.00	0.00	23,231.78
280	Housing/Lot Sale	59,859.93	396,452.93	237,704.20	218,608.66
3400	Grants	235,108.46	104,971.54	84,286.25	255,793.75
401	Infrastructure Projects	944,793.64	110,303.18	0.00	1,055,096.82
403	Police Grants	0.00	300.00	0.00	300.00
404	Fire Grants	0.00	3,908.80	0.00	3,908.80
405	Parks Grants	0.00	3,000.00	0.00	3,000.00
414	City AJ Projects	467,153.46	530,098.78	1,139,836.06	-142,583.82
415	City Capital Projects	-283,748.71	1,479,265.25	1,290,268.18	-94,751.64
419	CP's 23rd St NW Construction	171,691.18	156,539.53	200,079.06	128,151.65
425	Building Improvements	64,101.40	355,023.01	160,288.07	258,836.34
434	Dwntwn CDBG Close 493496	18,262.58	795.00	9,990.90	9,066.68
527	04-01-04 Refunding '95 Bond	256,044.77	0.00	0.00	256,044.77
531	12-01-01 Improvement Bond	521,910.33	8,528.81	0.00	530,439.14
532	12-01-03 Improvement Bond	382,927.15	27,050.02	0.00	409,977.17
533	12-01-04 Improvement Bond	158,113.58	178,064.26	209,814.14	126,363.70
534	03-01-06 Improvement Bond	186,034.84	22,816.82	46,575.00	162,276.66
535	12-1-07 Improvement Bond	969,044.47	147,551.51	219,558.56	897,037.42
537	2012 Imp Bond	310,921.12	29,462.60	40,257.50	300,126.22
538	2015 Improvement Bond	108,947.11	62,222.61	153,150.00	18,019.72
539	2017 Improvement Bond	186,229.29	120,343.20	366,280.00	-59,707.51
601	Electric	17,384,282.77	27,292,622.80	26,978,198.78	17,698,706.79
602	Water	987,752.04	2,712,357.94	3,345,811.74	354,298.24
603	Refuse	358,164.06	931,835.87	862,318.49	427,681.44
605	Sewage	2,222,364.60	1,663,888.15	1,495,771.94	2,390,480.81
609	Storm Water	947,888.91	866,462.77	458,056.28	1,356,295.40
620	EDA General	0.00	16,820.05	192,473.60	-175,653.55
623	EDA TIF 1-2 E of BN Tri	371,350.29	12,290.55	0.00	383,640.84

Fund	Description	Beg Bal	Debits	Credits	End Bal
625	EDA IRP Loan Subfund	286,533.97	51,389.18	0.00	337,923.15
626	MIF (DRLF-97-0003-V-FY98)	1,677,917.08	241,222.31	212,862.72	1,706,276.67
627	MN DEED MIF	16,294.22	13,140.60	7,884.40	21,550.42
630	Sunshine Terrace	1,487,399.83	628,673.56	377,036.60	1,739,036.79
633	Downpayment Assistance	237,129.77	8,700.00	60,900.00	184,929.77
635	Town Square	185,392.05	0.00	185,392.05	0.00
681	DeMers Professional Building	73,034.68	0.00	0.00	73,034.68
682	Infill Building	474,590.64	65,750.00	38,641.18	501,699.46
703	Central Equipment	431,069.43	550,552.91	460,970.96	520,651.38
705	Benefit Accrual	672,699.58	0.00	29,939.00	642,760.58
849	Perpetual Care Cemetery	278,618.68	0.00	0.00	278,618.68
851	Campbell-Olson	80,978.23	0.00	671.40	80,306.83
852	Employee Flex Benefits	11,684.13	0.00	0.00	11,684.13

East Grand Forks Police Department Unmanned Aircraft Systems (UAS)

Directive: 46.2.1

Reference: MN Statue 626.19 – Use of Unmanned Aerial Vehicles

Authorized by: _____
Michael S. Hedlund, Chief of Police

Effective Date:

Public Comment Period: Prior to the purchase or operation of UAS, Minnesota law enforcement agencies are required to provide the public an opportunity to comment on the program and the use of UAS (electronic or mailed comments). The governing body (City of East Grand Forks) must also provide an opportunity for the public to comment at a regularly scheduled meeting. The period for Public Comment was designated as: The City of East Grand Forks City Council will hold a Public Hearing on this topic at their regular meeting that will be held on December 19, 2023. A copy of this Department Directive (and all following amended versions – if any) must be posted on the Department’s website.

Distribution: All Personnel (Electronic Version), Dispatch Center, Office of the Chief of Police (Original)

I. PURPOSE

It is the purpose of this policy to provide police employees with guidelines associated with the use of Unmanned Aircraft Systems (UAS). This directive outlines duties and responsibilities relevant to Public Safety UAS. In addition to this directive, all East Grand Forks Police Department members of the Northeast Regional UAS (NERUAS) Team operate under, and shall adhere to, the approved Grand Forks NERUAS General Operating Manual (GOM).

II. POLICY

It is the policy of the East Grand Forks Police Department (EGFPD) that police employees shall adhere to the requirements established herein in order to properly and safely operate any unmanned aircraft systems (UAS). The EGFPD shall operate UAS as allowed through their membership in the Grand Forks Regional Special Operations Group (SOG). Only EGFPD officers who are official members of the SOG UAS Team are authorized to operate UAS in a law enforcement capacity.

III. OBJECTIVE

The objective of using a UAS is to enhance the crime prevention efforts of the EGFPD and other local, state and federal law enforcement agencies within our region through UAS deployment as allowed in this Directive.

IV. DEFINITIONS

- A. Unmanned Aircraft Systems (UAS) – An unmanned aircraft vehicle and associated elements, including communication links and components that control the unmanned aircraft vehicle (UAV), which are required for the pilot in command to operate safely and efficiently in federal airspace.
- B. Visual Observer – A Visual Observer is a law enforcement employee (or other assigned member of the SOG UAS) whose primary duty is to assist the UAS Pilot in scanning the airspace surrounding the UAS operation and, if necessary, interpreting downlink data received from the UAS. The Visual Observer must maintain a valid driver’s license.
- C. UAS Pilot – The UAS Pilot will be responsible for the operation of the UAS system and their primary duty is the safe and effective operation of the agency’s UAS (or the UAS of a partner agency) in accordance with the manufacturer’s approved flight manual, FAA regulations, NEURAS Team policies and procedures and restrictions as specified in this Directive.

V. PROCEDURES

A. UTILIZATION OF THE UAS TEAM

- a. Any officer may request the assistance of an on-duty EGFPD UAS officer assigned to the UAS Team. If there is not an EGFPD officer who is assigned to the UAS Team on duty it will be up to the discretion of the on-duty supervisor to determine if it is appropriate to call out an EGFPD officer who is assigned to the UAS Team or request a UAS Team activation as appropriate. The EGFPD UAS officer shall assess the situation and determine deployment options and identify:
 - i. If a UAS can be used.
 - ii. How a UAS can be used.
 - iii. Whether additional officers are needed to prevent interference with UAS usage and scene security.
- b. All EGFPD employees are responsible to:
 - i. Be aware of situations where the deployment of a UAS may be appropriate.
 - ii. Be ready to act as a visual observer (if properly trained).
 - iii. Follow the commands and instructions of the Pilot when operating around the UAS.

B. AUTHORIZED USE – A law enforcement agency may use an UAS in the following situations:

- a. During or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person.
- b. Over a public event where there is a heightened risk to the safety of participants or bystanders.
- c. To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.

- d. To prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters.
- e. To conduct a threat assessment in anticipation of a specific event.
- f. To collect information from a public area if there is reasonable suspicion of criminal activity. Examples may include but are not limited to:
 - i. Searches for suspects.
 - ii. Searches for victims.
 - iii. Crime scene documentation.
 - iv. Alarm activations and crimes in progress.
 - v. Support of tactical operations.
- g. To collect information for crash reconstruction purposes after a serious or deadly crash occurring on a public road.
- h. Over a public area for officer training or public relations purposes.
- i. For purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and the proposed period of use.

C. LIMITATION ON USE – Law enforcement use of a UAS is restricted in the following manner:

- a. UAS use is limited to the scope and restrictions of the Grand Forks Regional Special Operations Group UAS Team policies and procedures as well as any limitations specified in this Directive.
- b. The law enforcement agency using the UAS must comply with all Federal Aviation Administration requirements and guidelines.
- c. A law enforcement agency must not deploy a UAS with facial recognition or other biometric-matching technology unless expressly authorized by a warrant.
- d. A law enforcement agency may not equip a UAS with weapons.
- e. A law enforcement agency may not use a UAS to collect data during public protests or demonstrations unless expressly authorized by a warrant or an exception applies from Section IV – A.

Any information that is obtained or collected by a law enforcement agency in violation of this Directive is not admissible as evidence in a criminal, administrative, or civil proceeding against the data subject.

D. REQUIRED DOCUMENTATION – The UAS Pilot must document each use of the UAS with the following information:

- a. A unique case number.

- b. A factual basis for the use of the UAS.
 - c. The applicable allowable use from section IV-A unless a warrant was obtained.
- E. DATA CLASSIFICATION AND RETENTION – Data collected through the use of a UAS may be considered public or private depending on the following:
- a. If an individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy.
 - b. UAS data may be disclosed as necessary in an emergency situation covered under Section IV-A-a.
 - c. UAS data may be disclosed to the government entity making a request for the UAS use under subdivision IV-A-i.
 - d. UAS Data that are criminal investigative data are governed by MN Statute Section 13.82 subdivision 7. Data from an active criminal investigation is considered private or non-public. Data from an inactive criminal investigation is generally considered public with certain exceptions. See MN Statute Section 13.82 Subdivision 7 for more information.
 - e. UAS data that is not public data under other provisions of Chapter 13 retain that classification.
 - f. MN Statute Section 13.04, subdivision 2, does not apply to data collected by a UAS. This refers to the normal requirement that individuals who have been asked to provide private or confidential information must be given a Tennessen Warning.

Notwithstanding MN Statute Section 138.17 (the State Statute that covers data retention/destruction), a law enforcement agency must delete data collected by a UAS as soon as possible, but in no event later than seven days after collection unless the data is part of an active investigation.

F. REPORTING –

- a. By January 15 of each year, each law enforcement agency that maintains or uses a UAS shall report to the commissioner of public safety the following information for the preceding calendar year:
 - i. The number of times a UAS was deployed without a search warrant issued under this chapter, identifying the date of deployment and the authorized use of the UAS under Section IV.
 - ii. The total cost of the agency’s UAS program.

G. TRAINING –

Members of the UAS team shall attend training as required by the team leaders. Prior authorization from the team member’s direct supervisor is required.

Request for Council Action

Date: December 19, 2023

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

Cc: File

From: Teri Kouba, Senior Planner, The Forks MPO

RE: Matter of request from the Grand Forks – East Grand Forks Metropolitan Planning Organization to amend the City’s Comprehensive Plan to include the update to the Street & Highway Element of the Metropolitan Transportation Plan with and Intercity Bridge- Final Approval

Background:

Every 5-years the Forks MPO with partnership from the Cities (Grand Forks and East Grand Forks) and Counties (Grand Forks and Polk) leadership review and update the community’s Metropolitan Transportation Plan (MTP). This plan must identify how the community will manage and operate a multi-modal transportation system (including transit, highway, bicycle, pedestrian, and accessible transportation) to meet the region’s economic, transportation, development, and sustainability goals for a 20 plus year planning horizon, while remaining fiscally constrained.

The plan has been broken up into three elements. Those elements are:

- The Transit Development Plan- adopted by the MPO Executive Board in December 2022;
- The Bicycle and Pedestrian Plan- adopted by the MPO Executive Board in July 2023; and
- The Street & Highway Plan

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

This plan is being developed under the new transportation bill Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Law (BIL). IIJA continued the requirement for performance measures and targets to be set for all modes of transportation. The FTA and FHWA have put out regulations on how these performance measures and targets need to be presented.

To follow the regulations of IIJA, the MPO has given more prominence to the performance measures the MPO already collects data on. The MPO has also updated financial information to reflect the changes in funding that IIJA outlines. Staff from both Federal Highway Divisions, both

State Departments of Transportation, both Counties and both Cities have been involved and concur with the update for the Street & Highway Plan Element.

The Street & Highway Plan is a full update that includes maps, data, and information about the vehicular network throughout the Forks MPO area. The update recommends a future focus of preserving the existing roadway network in a “state of good repair”. This focus has allocated most of the available future funding in preserving, rehabbing, or reconstructing the existing street and highway system. In fact, the revenue has not been sufficient to keep the system in the desired “state of good repair”

With the adoption of the Street & Highway Plan Element, the Multi-modal Metropolitan Transportation Plan (MTP) out to the horizon year of 2050 identifies the goals, performance, and recommended projects for the total transportation system. This assists in the goal of a transportation system in any city to provide access to facilities, goods, services and activities. Supporting different forms of transportation modes gives users the choice whether it is to make trips entirely by walking and biking or catching a ride on the public transit or in a vehicle transporting on the street highway network.

Other than grammatical wording changes, the most significant change is the addition of an illustrative project section. These project lists highlight the community’s priorities.

For more information please visit: <https://www.gfegfstreets.com/> or https://www.theforksmo.org/plans_projects/2050_metropolitan_transportation_plan

Findings and Analysis

- The current MPO Street & Highway Plan Element of the MPO’s Metropolitan Transportation Plan needs to be updated at least every five years.
- The City of East Grand Forks’ City Comprehensive Plan does contain the MPO’s Metropolitan Transportation Plan and needs to also consider the amendment.
- The recommended amendment does maintain a financial plan that is fiscally constrained.
- The City of East Grand Forks City Comprehensive Plan needs to be amended to contain the updated Street & Highway Plan Element.

Enclosures:

- Draft Street & Highway Plan can be found at: www.gfegfstreets.com
- Draft resolution amending the City’s Comprehensive Plan.

Recommendation

Staff and Planning Commission recommend giving final approval to amend the City’s Comprehensive Plan to include the update to the Metropolitan Transportation Plan – (Street & Highway Element) with Intercity Bridge.

RESOLUTION NO. 23 – 12 - 81

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

WHEREAS, the city of East Grand Forks has an adopted East Grand Forks Comprehensive Plan; and

WHEREAS, the proposed plan update is in general agreement with the other elements of the East Grand Forks Comprehensive Plan, those other elements being the following:

1. The Grand Forks – East Grand Forks 2009 Downtown Plan update Element, together with all Maps, information and data contained therein.
2. The Grand Forks – East Grand Forks 2045 Metropolitan Transportation Plan Update, which contains the following sections:
 - a. Bikeway Element, together with all Maps, information and data contained therein.
 - b. Pedestrian Element, together with all Maps, information and data contained therein.
 - c. Transit Element, together with all Maps, information and data contained therein.
 - d. Street and Highway Element, together with all Maps, information and data contained therein.
 - e. Intelligent Transportation Systems (ITS) Strategy Element, together with all Maps, information and data contained therein.
3. The 2000 Urban Design Plan, together with all Maps, information and data contained therein.
4. Greenway Plan Element, together with all Maps, information and data contained therein. And

WHEREAS, The Grand Forks – East Grand Forks Metropolitan Planning Organization with the City of East Grand Forks and Grand Forks has prepared a Year 2050 Plan Update of the Metropolitan Transportation Plan and Street & Highway Plan Element to the East Grand Forks Comprehensive Plan; and

WHEREAS, 2050 Plan Update of the Metropolitan Transportation Plan and Street & Highway Plan Element of the East Grand Forks Comprehensive Plan is a guide for future growth for the City of East Grand Forks; and

WHEREAS, the Metropolitan Transportation Plan Street & Highway Element may be amended to reflect changes to the community; and

WHEREAS, the Metropolitan Transportation Plan and Street & Highway Element is a representation of the transportation goals and values of the city; and

WHEREAS, the City Planning and Zoning Commission further held a public meeting at East Grand Forks City Hall at noon on **December 13, 2023** to get input from the citizens of the community; and

WHEREAS, the East Grand Forks Planning and Zoning Commission forwards a recommendation that the 2050 Plan Update to the Metropolitan Transportation Plan and Street & Highway Element to the East Grand Forks Comprehensive Plan, be hereby approved and adopted with any potential changes made by the City Council; now therefore

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the 2050 Plan Update to the Metropolitan Transportation Plan and Street & Highway Element of the East Grand Forks Comprehensive Plan, and proposed amendments, be hereby approved and adopted with any further amendments as stated:

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 19, 2023

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 19th day of December, 2023.

Mayor

Request for Council Action

Date: December 7, 2023

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

Cc: File

From: Steve Emery, P.E.

RE: File Plans & Specifications – 2023 City Project No. 2 – LaFave Park Improvements

Background:

We are requesting to file Plans and Specifications and looking for authorization to proceed with Advertising for Bids and setting a Bid Date for the LaFave Park Project. As you are aware this project was bid last May with bids coming substantially higher than Engineer’s Estimate and at that time City Council rejected the bids with the idea of rebidding late 2023 or early 2024.

Project Funding

DNR Funding

Recommendation:

Authorize Widseth to proceed with Advertising of the project.
Set Bid Date for 10:00 A.M. on January 16, 2024

Enclosures:

None

RESOLUTION NO. 23 – 12 - 82

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR THE 2023 CITY PROJECT NO. 2 – LAFAVE PARK
IMPROVEMENTS**

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

WHEREAS, the City Council has directed the City Engineers to prepare plans and specifications for the improvement of 2023 City Project No. 2 – LaFave Park Improvements; and

WHEREAS, the plans and specifications have been included for the Council to approve and file; and

WHEREAS, the first process resulted in the rejection of bids due to significantly higher than expected and the City applied for and received additional grant funding to help pay for the project and would like to advertise for bids; and

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Engineer shall prepare and cause to be inserted in the official paper and in the *Quest CND* an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published 21 days, shall specify the work to be done, shall state that bids will be received by the Administration Office until 10am on January 16, 2024, at which time they will be publicly opened in the council chambers of the city hall by the city engineer, will then be tabulated, and will be considered by the Council at 5:00pm on February 6, 2024 in the Council Chambers at City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the Administration Office and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City of East Grand Forks for five percent (5%) of the amount of such bid.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: December 19, 2023

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 19th day of December, 2023.

Mayor

Request for Council Action

Date: December 19, 2023

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

Cc: File

From: Nancy Ellis, Community Development Director

RE: Special Use Permit request for a temporary concrete ready mixed plant at the current Strata site

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends approval of the Special Use Permit to install a second concrete ready mixed plant at the Strata site for temporary use in the summer of 2024 with the following condition:

- 1) They primarily use the access that enters onto Business Hwy 2 when leaving the site

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Strata Corporation, property owner

REQUESTED ACTION: Applicant is requesting approval/amending of a Special Use Permit to install a second concrete ready mixed plant for temporary use in the summer of 2024 for a road project on MN 220.

SITE ZONING/LAND USE: I-2 General Industrial is the current zoning.

SURROUNDING ZONING/LAND USE:

North: I-2 zoning, industrial uses

West: I-2 zoning, Public Works property and Water Treatment Plant

South: Red Lake River and R-1 zoning

East: I-2 zoning, empty lot and warehouse

GENERAL COMMENTS

Strata Corporation currently owns and operates a ready mixed concrete plant on 2nd St NE, just past the Public Works shop. They would like to install a second temporary ready mixed concrete plant to use in the summer of 2024 for a MnDOT road project on MN 220, just north of 23rd St NW. Once completed, the second temporary plant will be removed. The property size will not change, nor will the use of the site by the addition of the

temporary plant. Concrete mixing plants are allowed in the I-2 General Industrial Zoning District with a Special Use Permit (SUP). The current plant was grandfathered in as a SUP, as it was in operation at the location before zoning/the requirement of the SUP, so they are asking to amend or issue an SUP to move in the secondary plant for temporary use. I have listed the criteria for the special use permit process below and I am including the answers to the SUP from the Strata Corporation. Since this is an existing site, most of the criteria should already be met. Additional questions, such as time of operation, length of operation and noise have also been addressed and included for your review.

SPECIAL USE PERMIT PROCESS

Within City Code is a section that lists “Criteria For Granting Special Use Permits”. This section states that the applicant must show that standards and criteria in Section 152.022 of the City Code will be satisfied. These standards and criteria shall include both general requirements for all special uses and, insofar as practicable, requirements specific to each designated special use. In granting a special use permit, the city council shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding lands. Among other things, the planning commission and city council shall make the following findings where applicable:

1. The use will not create an excessive burden on public facilities and utilities, which serve or are proposed to serve the area.
2. The use will be sufficiently compatible with, or separated by sufficient distance from, or screened from adjacent land uses so that there will be no deterrence to the use or development of adjacent land and uses.
3. Each structure or improvement is so designed and constructed that it is not unsightly in appearance to the extent that it will hinder the orderly and harmonious development of the district wherein proposed.
4. The use is consistent with the purposes of Chapter 10, and the purposes of the zoning district in which the applicant intends to locate the proposed use.
5. The use is not in conflict with the East Grand Forks Land Use Plan.
6. Adequate measures have been taken to provide ingress and egress so designed as to minimize traffic congestion, provide adequate access to public roads, and provide sufficient on-site parking.

In permitting a new special use permit or alteration upon review of an existing special use permit, the planning commission may recommend, and the city council may impose, in addition to these standards and requirements expressly specified by this Chapter, additional conditions which the planning commission or city council considers necessary to protect the interests of the surrounding area or the City as a whole.

SITE PLAN COMMENTS

Since this site already exists and the use or utilities will not change significantly, I have not made specific site plan comments.

STAFF RECOMMENDATION

Staff recommends approval of the Special Use Permit (SUP) to operate a second concrete plant, provided:

1. It meets any additional conditions requested by the Planning Commission or Council regarding noise, time of operation, length of operation, traffic congestion or requested truck route to project



J600 North 48th Street
PO Box 13500
Grand Forks, ND 58203
701.746.7491

Friday, November 17, 2023

Ms. Nancy Ellis, East Grand Forks Community Development Director
East Grand Forks Planning Department
600 Demers Avenue
East Grand Forks, MN 56721
218-773-0124
Email: nellis@egf.mn

RE: Strata Corporation Special Use Permit Extension

Dear Nancy,

Below is the narrative information requested by the East Grand Forks Planning Department regarding Strata Corporation's request for a Special Use Permit Extension.

11.A.1. Strata Corporation plans to utilize the current ready mixed concrete facility area to accommodate an additional ready mixed concrete plant and ancillary activities associated with the plant under the current grandfathered special use permit. The proposed Use will not create an excessive burden on public facilities and utilities which serve the area as these activities are simply an extension of the current site activities under the current permitted Use.

11.A.2. As stated in A.1., Strata Corporation plans to utilize the current ready mixed concrete facility area to accommodate an additional ready mixed concrete plant and ancillary activities associated with the plant under the current grandfathered special use permit. The proposed Use will be sufficiently compatible with adjacent land use.

11.A.3. The proposed structures will not hinder the orderly and harmonious development of the district.

11.A.6. The proposed Use will use the existing ingress and egress which provide adequate access to public roads. Sufficient on-site parking will be provided.

11.A.7. The proposed structures will meet the required intent of the Building Code governing such installations.

11.A.8. The proposed Use will be an extension of the current Use and will not have any adverse effects or impacts on public facilities, utilities, and services including but not limited to streets, law enforcement, emergency services, fire protection, city administration, schools, or other utilities.

Sincerely,



Jay Evans
Aggregate Performance Manager
Strata Corporation

RE: [EXTERNAL]Strata Corporation - SUP Draft Documents

Jay Evans <Jay.Evans@stratacorporation.com>

Mon 11/20/2023 1:46 PM

To: Nancy Ellis <nellis@egf.mn>

Cc: Mike Brorby <Mike.Brorby@stratacorporation.com>; Jesse Johansen <Jesse.Johansen@stratacorporation.com>; Preston Stunkel <Preston.Stunkel@stratacorporation.com>

Hi Nancy,

I will do my best to scope the operation below:

- The project timeline is from April – September 2024 with a targeted completion of Mid-September (before beet season). Obviously, this is weather dependent.
- The normal hours of operation would be 600 am – 600 pm with potentially some night pouring during the heat of the project.
- As far as trucks, we would anticipate a bell curve pattern starting with 50-100 truck trips at the beginning and end of the project with a peak number of 300-350 truck trips per day for the 8-12 days of mainline paving.
- Noise issues shouldn't be a problem as the plant and trucks will mimic what currently happens on site under our current Use.

I am available anytime this afternoon if you want to discuss this further, either call my cell below or let me know a time that works for you and I will give and you a call.

I will send over the original documents for your files along with the application fee.

Thanks,

Jay Evans | Aggregate Performance Manager

STRATA CORPORATION

p: 701-792-3165 c: 701-388-6475

e: jay.evans@stratacorporation.com

1600 N. 48th St. | Grand Forks, ND 58203



From: Nancy Ellis <nellis@egf.mn>

Sent: Monday, November 20, 2023 1:22 PM

To: Jay Evans <Jay.Evans@stratacorporation.com>

Cc: Mike Brorby <Mike.Brorby@stratacorporation.com>; Jesse Johansen <Jesse.Johansen@stratacorporation.com>; Preston Stunkel <Preston.Stunkel@stratacorporation.com>

Subject: Re: [EXTERNAL]Strata Corporation - SUP Draft Documents

Caution: This is an external e-Mail - please use care when handling this message and attachments.

Thank you. I have reviewed and we have all of the documentation we need at this time. However, we may need to discuss length of time needed for the temporary plant, hours of operation, number of trucks per day during operation, any potential noise issues, etc. Please let me know when we can visit about these questions.

Request for Council Action

Date: December 19, 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: Preliminary Approval of the Green Acres Resubdivision Plat and PUD amendment

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends preliminary approval of the Green Acres Resubdivision Plat and PUD amendment with the following requests:

1. After location of utilities, any needed easements requested from our utility group are added to plat
2. Submission of mutual encroachment agreement to the City Attorney for review and approval
3. Submits a digital file of the plat

GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Judd Stauss with Green Acres, LLP applicant

REQUESTED ACTION: Applicant is requesting preliminary approval of Green Acres Resubdivision being the Replat of Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West to the City of East Grand Forks, MN.

SITE ZONING/LAND USE: PUD is the current zoning for Green Acres Resubdivision, Apartment Buildings.

SURROUNDING ZONING/LAND USE:

North: R-1 zoning, vacant NCTC property

West: R-2 zoning, mobile home park

South: PUD zoning, 4-plex apartments

East: Outside City Limits, Vacant Land/Rural homes

LOCATION: The parcel is located east of 5th Ave NE and between 17th St NE and 20th St NE.

COMMENTS

We have received an application from Judd Stauss to Replat Outlots 77, 78, 79, 80 and 94 of Auditor's Plat of Outlots 65 through 94 into Green Acres Resubdivision for sale of some of the property. Lot 2 will have the property line move to the east from the center of the garages to placing all the garages onto the lot where Green Acres built a new apartment complex. Most of the remaining lots will not be changed or have property lines moved; other than to add some parking spaces from Lot 3 to Lot 7. This is being done for the purpose of selling many of the buildings to a new property owner/apartment owner. In total, only two lots will have small lot line changes and the ingress/egress easements, as well as utility easements will remain. Because of the potential for each lot being owned by a different person, these access easements were dedicated on the plat and a reciprocal parking and access easement agreement was recorded with the plat.

Additionally, there is concern regarding encroachment or repairs of any private water, sewer, or other utility line that runs across one property to another separately owned property (that is not located in an easement). There will need to be an agreement between the two parties that they will allow the line to be fixed, that a contractor is allowed on the site to fix it, and payment will be determined between the two parties and not passed back to the City. The paperwork will be provided to our City Attorney for review.

This plat proposal will also require a PUD amendment. The new PUD concept plan shows the new apartment building, parking space changes for each building, small setback changes and ingress/egress easements. It will be attached for your review.

Finally, as far as a developer's agreement is concerned, no developer's agreement is necessary. All access to the new building will be an extension to the current access easements. Right-of-Way for future 17th St. NE (to the south of the lots) and 20th St NE (to the north of the lots) was dedicated on a previous plat and shown on this new plat.

STAFF RECOMMENDATION

Staff recommends preliminary approval of the Green Acres Resubdivision to the City of East Grand Forks with shown lot line changes, utility, and road/access easements the PUD amendment with the following comments:

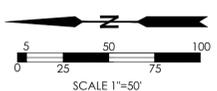
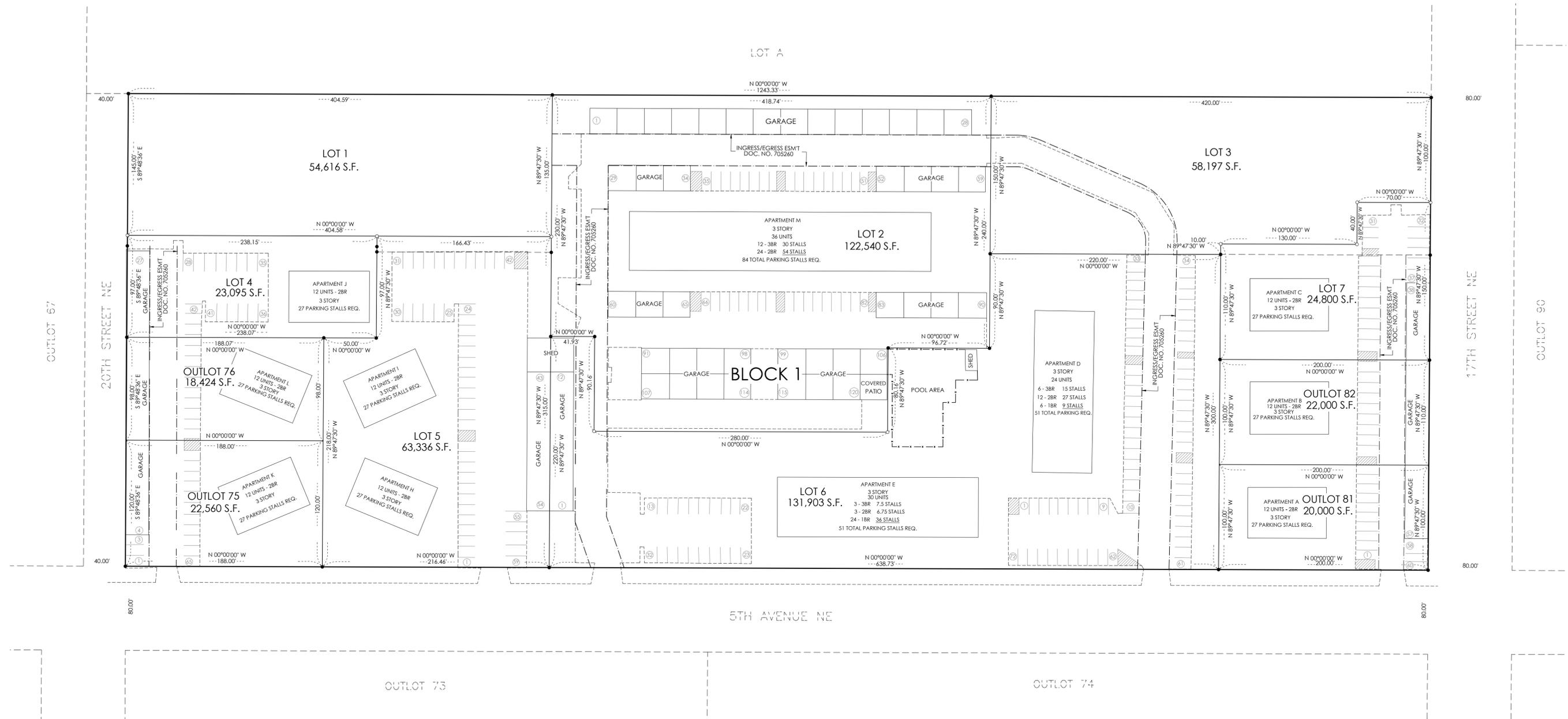
- 1) Submit a digital file to the planning office.
- 2) Provide utility access/mutual encroachment agreement paperwork to be reviewed and recorded with the plat.

Enc. Green Acres Resubdivision

GREEN ACRES PUD - CONCEPT DEVELOPMENT PLAN

(PRELIMINARY PUD)

11-28-2023



LEGAL DESCRIPTION

LOTS 1 THROUGH 6, BLOCK 1, GREEN ACRES RESUBDIVISION TO THE CITY OF EAST GRAND FORKS, MINNESOTA

AND

OUTLOTS 75, 76, 81, AND 82 OF AUDITOR'S PLAT OF OUTLOTS 65 THROUGH 94, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST, TO THE CITY OF EAST GRAND FORKS, MINNESOTA.

PUD REQUIREMENTS

Lot Size Minimum = 7,000 s.f.
 Lot Width Minimum = 50 feet
 Lot Depth Minimum = 100 feet
 Front Property Line Setback = 30 feet
 Rear Property Line Setback = 25 feet (except private garages)
 Side Yard Setback for Lots 100 feet in Width or More = 10 feet
 Side Yard Setback for Lots Less than 100 feet in Width = 6 feet
 Detached Private Garage Setback = 0 feet
 Maximum Impervious Lot Coverage = 85%
 Maximum Building Height = 70 feet
 Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Front Property Line = 20 feet
 Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Rear and Side Property Line = 0 feet

PARKING DATA

All exterior parking stalls within this PUD shall be considered "Community Parking Stalls" and may be utilized by any buildings within subject PUD.

Parking Requirements:
 One (1) bedroom: 1.5 off-street spaces per unit
 Two (2) bedroom: 2.25 off-street spaces per unit
 Three (3) bedroom: 2.5 off-street spaces per unit

Apartment A: 27 Parking Stalls Required
 Apartment B: 27 Parking Stalls Required
 Apartment C: 27 Parking Stalls Required
 Apartment D: 51 Parking Stalls Required
 Apartment E: 51 Parking Stalls Required
 Apartment H: 27 Parking Stalls Required
 Apartment I: 27 Parking Stalls Required
 Apartment J: 27 Parking Stalls Required
 Apartment K: 27 Parking Stalls Required
 Apartment L: 27 Parking Stalls Required
 Apartment M: 84 Parking Stalls Required

Total Parking Required = 402 Spaces
 Total Parking Provided = 408 Spaces

SITE DATA

Street Address: 5th Avenue Northeast
 R-3 High Density Residential District
 PUD Area = 577,465 s.f. (13.26 A.C.)
 Max Impervious Area = 490,845 s.f. (85%)
 Existing Impervious Area = 289,432 s.f. (50.1%)

GENERAL NOTES

All signs shall be approved by the East Grand Forks planning department.

Driveways/approaches to refuse containers shall be constructed with 6 inch concrete on 6 inch Class 5 (or crushed concrete) with compacted base.

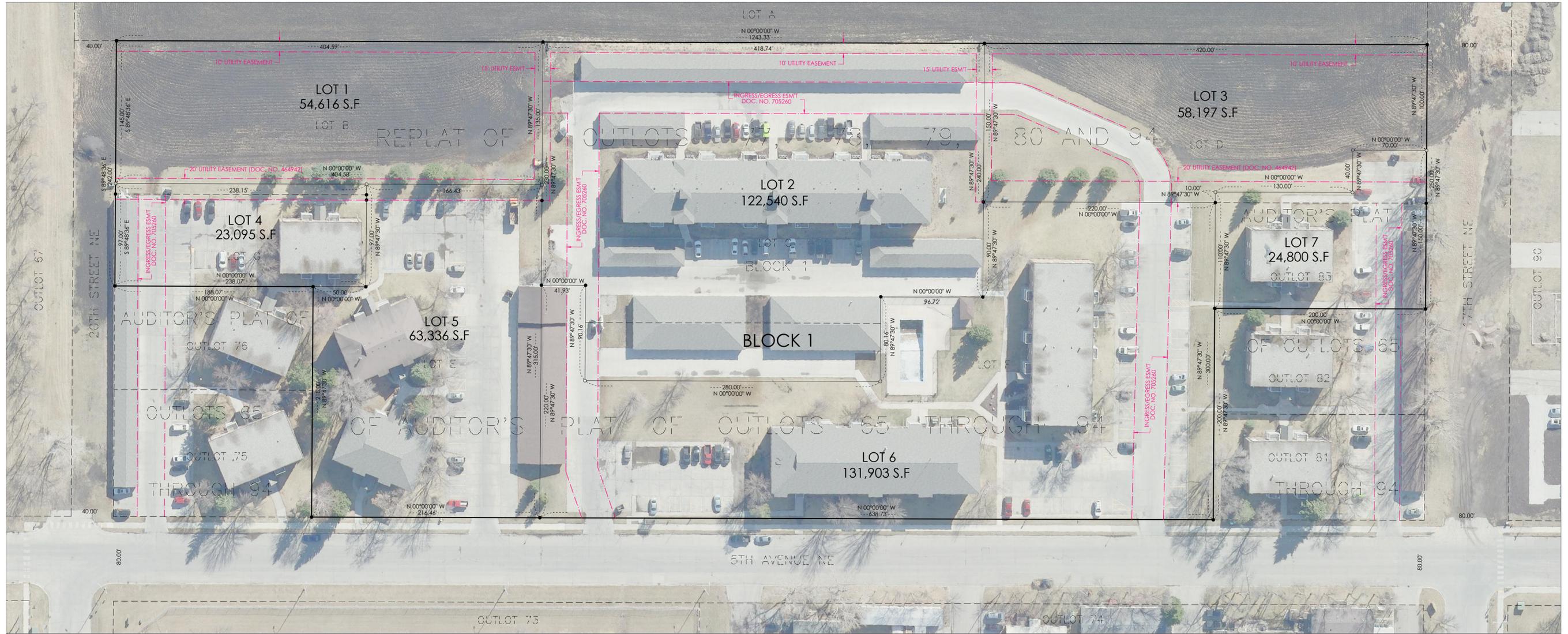
DEVELOPMENT PLAN		REVISED:	DATE: 11-28-23
GREEN ACRES 1800 5TH AVE. NE, EAST GRAND FORKS, MN 56721			DRAWN BY: BP
REQUESTED BY: JUDD STAUSS - GREEN ACRES 1800 5TH AVENUE NORTHEAST EAST GRAND FORKS, MN 56721	PROJECT NO. 23-1127		SCALE: 1" = 50'
PRIBULA ENGINEERING, PLLC 208 3RD AVENUE NW EAST GRAND FORKS, MN 56721			DRAWING NO. C - 1

GREEN ACRES RESUBDIVISION

BEING A REPLAT OF LOTS B, C, D, E, F, AND G, BLOCK ONE OF THE REPLAT OF OUTLOTS 77, 78, 79, 80 AND 94 OF AUDITOR'S PLAT OF OUTLOTS 65 THROUGH 94
 & BEING A REPLAT OF OUTLOT 83 OF AUDITOR'S PLAT OF OUTLOTS 65 THROUGH 94, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST, TO THE CITY OF EAST GRAND FORKS, MINNESOTA

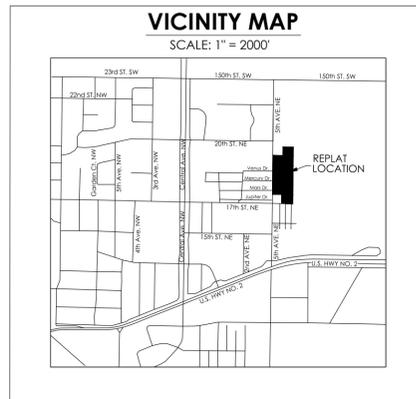
(PRELIMINARY PLAT)

12-5-2023



LEGEND

- MONUMENT FOUND
- SET MONUMENT
- PLAT BOUNDARY
- INTERIOR LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE



OWNERS CONSENT AND DEDICATION

We, the undersigned, certify that all persons are the owners of the land platted herein as "GREEN ACRES RESUBDIVISION" to the City of East Grand Forks, Polk County, Minnesota.

We do voluntarily consent to the execution of said plat and dedicate the streets, alleys, open spaces, slope easements, firelane easements, utility easements, drainage easements, bikeways, bridges and public grounds as shown hereon, including sewers culverts, bridges, water distribution lines, sidewalks, and other improvements on or under such streets, alleys, parks and public grounds, whether such improvements are shown or not, to public use forever. We agree not to vacate any portion of this plat without consent of the Planning and Zoning Commission and the City of East Grand Forks. Said "GREEN ACRES RESUBDIVISION" being described as follows:

Lots B, C, D, E, F, and G, Block 1 of the Replat of Outlots 77, 78, 79, 80 AND 94 of Auditor's Plat of Outlots 65 Through 94, Section 36, Township 152 North, Range 50 West of the 5th Principal Meridian, to the City of East Grand Forks, Polk County, Minnesota.

AND

Outlot 83 of Auditor's Plat of Outlots 65 Through 94, Section 36, Township 152 North, Range 50 West of the 5th Principal Meridian, to the City of East Grand Forks, Polk County, Minnesota.

Owner:

Green Acres General Partnership
 Judd Staus, Managing Partner

STATE OF MINNESOTA)
 COUNTY OF POLK)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Judd Staus, Managing Partner of Green Acres General Partnership.

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

CITY PLANNING COMMISSION APPROVAL

The subdivision of land shown hereon has been approved by the Planning Commission of the City of East Grand Forks at a meeting of said City Planning Commission on the _____ day of _____, 2023, in accordance with the laws of the State of Minnesota, ordinances of the City of East Grand Forks, and regulations of said City Planning Commission. In witness thereof are set the hands and seals the City Planner of the Planning Commission of the City of East Grand Forks.

Chad Erickson, Planning Commission Secretary

CITY COUNCIL APPROVAL

The City of East Grand Forks, Minnesota has approved the subdivision of land shown hereon, at a regular scheduled meeting of the City Council held on the _____ day of _____, 2023.

Reid Huttunen, City Administrator
 City of East Grand Forks, Minnesota

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 Book _____ of _____ on page _____.

Polk County Recorder, State of Minnesota

TAX STATEMENT

COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this _____ day of _____, 2023.

Polk County Auditor, State of Minnesota

GENERAL NOTES

The existing 100-year floodplain elevation is 832.00 (NGVD 29), the flood boundary and floodway map for the city of East Grand Forks, Polk County, Minnesota was taken from FIRM Community - Panel Number 275236 0005 C, dated July 20th, 1979.

SURVEYOR'S CERTIFICATE

I, Nicholas P. Pribula, Registered Land Surveyor in the State of Minnesota, do hereby certify this map is a true and complete survey made by me or under my direct supervision and all dimensions, angles, and bearings are correct as shown.

Nicholas P. Pribula, Registered Land Surveyor
 Minnesota Registration, Number 48397

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 Nicholas P. 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: _____

Request for Council Action

Date: December 19, 2023

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

Cc: File

From: Jeremy King

RE: Request to declare surplus property and sell tempered rink glass

Background:

The Parks Department has a surplus of tempered hockey rink glass. The glass was used when the City acquired it from a different hockey association over a decade ago. Unfortunately, after the glass was received, it was realized that the glass is the wrong size to fit in any of our facilities. Since that time the glass has been in storage without practical use. We have been in contact with the Northwood Hockey Boosters (NHB) and received an offer of \$2,500 for this glass.

For this price, the NHB will be responsible for all pick up and transport from East Grand Forks.

Budget Impact.

None

Recommendation:

Declare surplus the tempered rink glass and approve the sale to Northwood Hockey Boosters.

Enclosure:

None

RESOLUTION NO. 23 - 12 – 84

A RESOLUTION APPROVING 2023 TAX LEVY, COLLECTABLE IN 2024

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

WHEREAS, the state of Minnesota may impose tax levy limitations on cities; and

WHEREAS, the state legislature allows for special levies, including levies for natural disasters, unallotted LGA payments, bonded indebtedness, and increases in employer contributions to PERA; and

WHEREAS, the **total levy** will increase by approximately 5% from the 2023 level of \$6,930,081; and

WHEREAS, the 2024 Local Government Aid is expected at \$2,459,838 an increase of \$226,213 from 2023;

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the proposed property tax levy collectible in year 2024 is hereby approved:

General Operations	\$ 6,707,464
Improvement Bonds of 2017A	152,834
PERA-Employer Share Increase	<u>69,783</u>
TOTAL LEVY	\$ 6,930,081

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer can certify the tax levy as one levy without provisions for special levies to the County Auditor of Polk County.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: December 19, 2023

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th, day of December 2023.

Mayor

RESOLUTION NO. 23 - 12 – 85

A RESOLUTION TO ADOPT 2024 BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES

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

WHEREAS, The 2024 Budget has been completed and determined; and

WHEREAS, The budget is the fiscal blue print for the entire year where the City Council has considered and incorporated all foreseeable spending plans for 2024; and

WHEREAS, The city through sound fiscal policy establishes that current revenues will be used to finance current expenditures and regularly occurring capital expenditures; and

WHEREAS, The City Council shall by resolution set forth the total for each budgeted fund as per Section 6.06 of the City Charter, with the exception of bond, construction and special assessment funds; now therefore

BE IT RESOLVED, by the East Grand Forks City Council that the budgeted expenditures, excluding depreciation, shall be as follows for the general fund which is listed below, and the special revenue and enterprise funds that are attached as Exhibit A for the 2024 calendar fiscal year:

SECTION 1. Appropriation Authorization

General Fund:

Current

General Government	\$ 1,527,950
Police	3,667,614
Fire	1,516,159
Other Public Safety	204,368
Public Works - Streets	1,772,297
Parks and Recreation	2,168,823
Community Development	66,600
EDA-Transfer	222,368
Library	785,008
Senior Center	146,036
Other Expenditures	427,009

Capital Outlay

General Government	0
Police	116,500
Fire	0

Public Works	0	
Public Works – Streets Reconstruct	275,000	
Parks and Recreation	60,000	
Other Expenditures	235,000	
Debt Service-Transfer	90,000	
Other Financing Uses (Transfers)	221,229	
Total General Fund		\$13,501,961

SECTION 2. Transfers

- A) To Transit from General Fund - \$100,000
- B) To Cemetery from General Fund - \$21,234
- D) For Capital Projects for City- \$35,000

BE IT FURTHER RESOLVED, that budgetary guidance and fiscal management provisions set forth in prior annual budget setting resolutions continue to be in effect.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 19, 2023

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 19th day of December, 2023.

Mayor

Exhibit A

CITY OF EAST GRAND FORKS, MINNESOTA GENERAL FUND REVENUE AND EXPENDITURE SUMMARY December 19, 2023

	Budget		CHANGE OVER	
	2023	2024	2023 BUDGET AMOUNT	%
REVENUES/SOURCES				
1 Property Tax Levy*	\$ 6,600,077	\$ 6,930,081	\$ 330,004	5.0%
2 Franchise & Other Taxes	1,550,691	1,567,683	\$ 16,992	1.1%
3 Licenses & Permits	105,775	116,275	\$ 10,500	9.9%
4 Intergovernmental	2,613,304	2,839,577	\$ 226,273	8.7%
5 Charges for Services	1,376,805	1,451,180	\$ 74,375	5.4%
6 Fines & Forfeits	118,000	118,000	\$ -	0.0%
7 Other Revenues	36,400	38,500	\$ 2,100	5.8%
8 Other Financing Sources	224,874	266,600	\$ 41,727	18.6%
9 Total Revenues/Other Sources	\$ 12,625,926	\$ 13,327,897	\$ 701,971	5.6%
10 Reserved Used/Excess	150,559	174,064	23,505	15.6%
Total Available Resources	\$ 12,776,485	\$ 13,501,961	\$ 725,476	5.7%

EXPENDITURES/USES

Current:

11 General Government	\$ 1,546,919	\$ 1,527,950	\$ (18,969)	-1.2%
12 Police	3,432,606	3,667,614	\$ 235,008	6.8%
13 Fire	1,443,092	1,516,159	\$ 73,067	5.1%
14 Other Public Safety	201,622	204,368	\$ 2,746	1.4%
15 Public Works	1,692,450	1,772,297	\$ 79,847	4.7%
16 Recreation & Culture	2,125,185	2,168,822	\$ 43,637	2.1%
17 Community Development	65,000	66,600	\$ 1,600	2.5%
18 Library	713,494	785,008	\$ 71,514	10.0%
19 Senior Center	148,656	146,036	\$ (2,619)	-1.8%
20 Other Expenditures	425,009	427,009	\$ 2,000	0.5%
	11,794,033	12,281,863	\$ 487,830	4.1%

Capital Outlay & Other Uses:

21 General Government	-	-	\$ -	-
22 Police	85,000	116,500	\$ 31,500	37.1%
23 Fire	-	-	\$ -	0.0%
24 Public Works	-	-	\$ -	0.0%
25 Street Reconstruction	270,000	275,000	\$ 5,000	1.9%
26 Recreation & Culture	50,000	60,000	\$ 10,000	20.0%
27 Other Expenditures	194,874	235,000	\$ 40,127	20.6%
28 Debt Service	-	90,000	\$ 90,000	#DIV/0!
29 Other Financing Uses	350,858	443,597	\$ 92,740	26.4%
	950,731	1,220,097	\$ 269,366	28.3%
30	\$ 12,744,764	\$ 13,501,961	\$ 757,196	5.9%

Revenues/Sources Over (Under)
Expenditures and chg Fund Balance
Budgeted Fund Balance Reserve

\$ 31,721 \$ 0

2024

The City of East Grand Forks' budget reflects the goals developed by City Council, and provides a blueprint for City services. The budget not only serves as a financial plan, but also as a tool for accountability.

CITY OF EAST GRAND FORKS PROPOSED GENERAL FUND BUDGET BRIEF

EAST GRAND FORKS VISIONING GOALS



Plan for projects within Fund Balance



South End Bridge



Local Sales Tax for Recreation Facilities



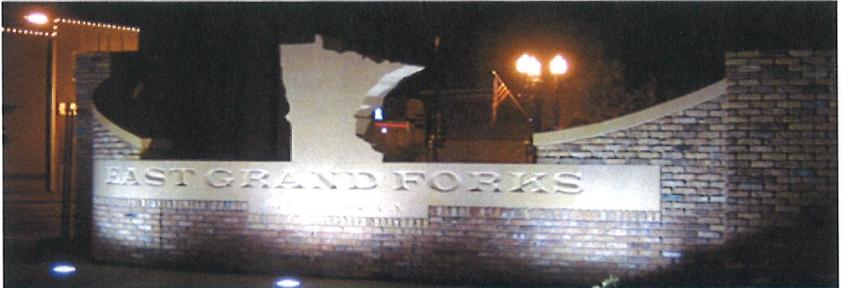
Restore and Maintain Trust



Strengthen City/School Partnership Bond



Upgrade City Facilities & Streets



2024 BUDGET SUMMARY

Beginning Fund Balance:

\$6,406,906

Projected Total Revenue:

\$13,327,897

Projected Total Expenditures:

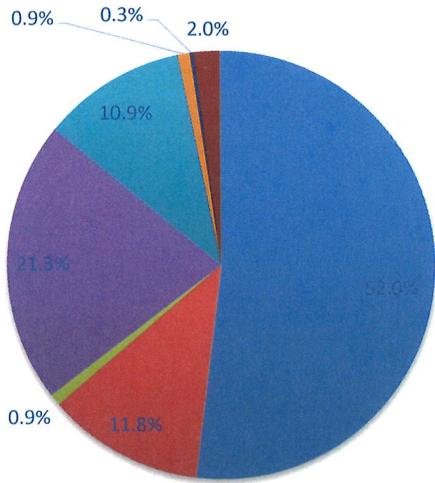
\$13,501,961

Estimated End of Year Fund Balance:

\$6,531,877

Fund Balance as % of Revenue	49%
Fund Balance as % of Expenditures	48%

2024 TOTAL REVENUE



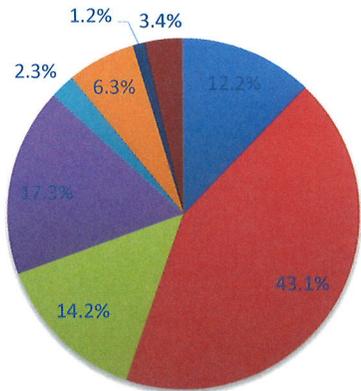
- Property Tax Levy
- Franchise & Other Taxes
- Licenses & Permits
- Intergovernmental
- Charges for Services
- Fines & Forfeits
- Other Revenues
- Other Financing Sources

REVENUES

Property Tax Levy	\$6,930,081
Franchise & Other Taxes	\$1,567,684
Licenses & Permits	\$116,275
Intergovernmental	\$2,839,577
Charges for Services	\$1,451,180
Fines & Forfeits	\$118,000
Other Revenues	\$38,500
Other Financing Sources	\$266,600
TOTAL REVENUES	\$13,327,897

2024 TOTAL EXPENSES

Current Expenditures

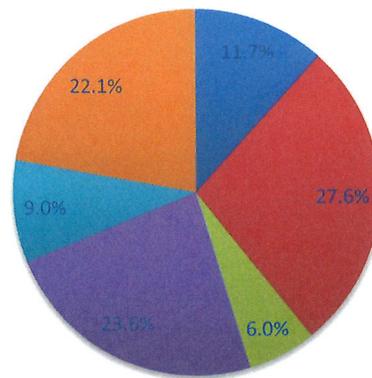


- General Government
- Public Safety
- Public Works
- Recreation & Culture
- Community Development
- Library
- Senior Center

Current Expenditures

General Government	\$1,527,950
Public Safety	\$5,388,142
Public Works	\$1,772,297
Recreation & Culture	\$2,168,822
Community Development	\$288,963
Library	\$785,008
Senior Center	\$146,036
Other Expenditures	\$427,009

Capital Outlay & Other Uses



- Public Safety
- Public Works
- Recreation & Culture
- Other Expenditures
- Debt Service
- Other Financing Uses

Capital Outlay & Other Uses

Public Safety	\$116,500
Public Works	\$275,000
Recreation & Culture	\$60,000
Other Expenditures	\$235,000
Debt Service	\$90,000
Other Financing Uses	\$220,794

TOTAL EXPENSES **\$13,501,521**

GENERAL FUND EXPENSES

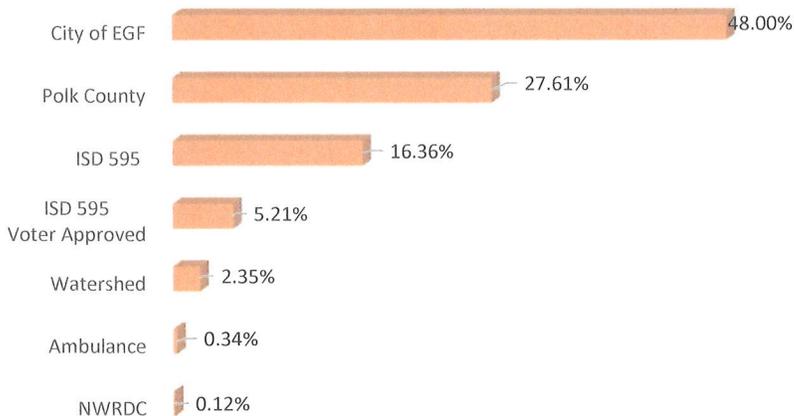
SUMMARY OF CITY SERVICES

PUBLIC WORKS		CITY ENGINEER	
Pavement Management & Infrastructure	Road & Street Maintenance	Planning & Reviewing City Infrastructures	
Concrete Repair	Snow Removal		
PUBLIC SAFETY		PARKS & RECREATION	
Emergency Notifications & Preparedness		Maintenance of City pool, parks, outdoor rinks	
Fire Services	Police Services	Maintenance of City arenas	
		Red River State Recreational Area Campground	
		Recreational Activities	
		Greenway & Trail maintenance	
COMMUNITY DEVELOPMENT		LEGAL SERVICES	
Building Permits & Inspections	Planning & Zoning	Legal Consultation & Advice	
Economic Development		Representation for the City During Litigation	
		Preparation of Legal Documents	
FINANCE		LIBRARY	
Management of City Fees	Taxes & Licensing	Library Activities	
Audits & Financial Statements	Budgets	Library Collection	
LEADERSHIP & ADMINISTRATION		SENIOR CENTER	
General Oversight	City Council Support	Senior Activities	
City Manager's Office	Strategic Planning		
City Clerk	Municipal Election		

COMMUNITY TAX BREAKDOWN

PROPERTY TAX

Property owners residing in the East Grand Forks City limits: Property tax statements consists of taxes collected for Polk County, City of EGF, ISD 595 Voter Approved, ISD 595, Watershed, Northwest Regional Development Commission (NWRDC), and Ambulance.



FOR EXAMPLE

Estimated Market Home Value: **\$237,500**

Total Property Tax: **\$3,474**

BREAKDOWN OF 2023 PROPERTY TAX:

Entity	Amount	Percentage
NWRDC	\$4.33	0.12%
Ambulance	\$11.78	0.34%
Watershed	\$81.74	2.35%
ISD 595 Voter Approved	\$181.16	5.21%
ISD 595	\$568.25	16.36%
Polk County	\$959.05	27.61%
City of EGF	\$1,667.69	48.00%
Total	\$3,474.00	100.00%

Administration and Finance

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	\$ 483,683	\$ 517,700	\$ 554,777	\$ 494,045
Finance and Accounting	141,598	146,792	152,271	163,247
Accounting and Auditing	55,960	42,459	58,000	62,000
City Assessor	29,064	29,048	30,000	30,000
City Attorney	315,705	277,556	287,500	287,500
Total	\$ 1,026,010	\$ 1,013,554	\$ 1,082,548	\$ 1,036,792

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 582,803	\$ 610,186	\$ 633,142	\$ 589,717
Supplies	\$ 3,497	\$ 4,475	\$ 8,475	\$ 6,525
Other operating	439,709	398,894	440,931	440,550
Capital outlay	-	-	-	-
Total	\$ 1,026,010	\$ 1,013,554	\$ 1,082,548	\$ 1,036,792

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General Fund	\$ 964,247	\$ 936,708	\$ 1,007,623	\$ 961,867
License & Permits	44,669	61,587	59,925	59,925
Federal Grants	16,304	14,916	15,000	15,000
Charges for Services	789	343	-	-
Total	\$ 1,026,010	\$ 1,013,554	\$ 1,082,548	\$ 1,036,792

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	2.50	2.50	2.50	2.50
Accounting	2.50	2.50	2.50	2.50
	5.00	5.00	5.00	5.00

Fire

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	\$ 143,930	\$ 152,137	\$ 154,340	\$ 169,659
Fire protection services	1,271,045	1,238,529	1,260,465	1,318,214
Emergency management	2,945	11,722	-	-
Rural Fire	19,382	22,335	28,286	28,286
Total	\$ 1,437,303	\$ 1,424,723	\$ 1,443,092	\$ 1,516,159

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 1,183,970	\$ 1,198,131	\$ 1,238,921	\$ 1,331,731
Supplies	34,068	29,962	45,000	45,000
Other operating	216,319	138,753	159,171	139,428
Capital outlay	-	45,721	-	-
Total	\$ 1,434,358	\$ 1,412,567	\$ 1,443,092	\$ 1,516,159

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General Fund	\$ 1,023,197	\$ 994,446	\$ 1,035,430	\$ 1,104,323
Fire state aid	76,184	78,285	75,000	78,000
Ambulance subsidy	21,939	21,939	21,939	21,939
Rescue unit/Service fee	256,132	258,232	252,000	252,000
Rural fire service	56,906	59,664	58,723	59,897
Total	\$ 1,434,358	\$ 1,412,567	\$ 1,443,092	\$ 1,516,159

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	1.00	1.00	1.00	1.00
Fire Protection	9.00	9.00	9.00	9.00
Total	10.00	10.00	10.00	10.00

Inspections and Buildings

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Building Inspections	\$ 120,845	\$ 97,305	\$ 125,896	\$ 129,492
City Hall Building	223,161	361,386	235,400	236,795
Total	\$ 344,006	\$ 458,691	\$ 361,296	\$ 366,287

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 77,233	\$ 85,056	\$ 85,996	\$ 90,437
Supplies	2,472	4,177	3,450	3,950
Other operating	264,300	369,458	271,850	271,900
Capital Outlay	-	-	-	-
Total	\$ 344,006	\$ 458,691	\$ 361,296	\$ 366,287

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General Fund	\$ 234,182	\$ 369,325	\$ 256,446	\$ 262,341
License & permit fees	58,589	44,722	44,850	55,350
Service Fees	51,235	44,644	60,000	48,596
Total	\$ 344,006	\$ 458,691	\$ 361,296	\$ 366,287

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Building Official				
Code Enforcement	0.75	0.75	0.75	0.75
Building Maintenance	0.25	0.25	0.25	0.25
Total	1.00	1.00	1.00	1.00

Parks and Recreation

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	280,983	296,776	283,493	299,063
Other Recreational/Culture Activities	175	469	7,141	7,141
Baseball	84,517	72,624	86,120	89,080
Figure Skating	55,086	60,967	60,634	67,612
Hockey	72,920	65,252	80,516	80,516
Playgrounds	14,358	16,654	14,956	17,071
Skating Rinks	-	3,783	11,227	6,383
Softball	21,517	26,040	28,530	33,374
Swimming Pool	173,501	180,819	178,375	194,564
Tennis	16,004	4,901	6,683	7,005
Civic Center	304,729	328,270	346,750	336,000
VFW Arena	281,341	275,042	381,341	386,883
Park Areas	336,666	334,225	406,629	416,369
Campground - Rec Area	152,705	211,749	206,612	211,612
Blue Line Arena	49,943	61,808	76,180	76,148
Boiler Inspection	1,282	643	-	-
Total	\$ 1,845,725	\$ 1,940,021	\$ 2,175,185	\$ 2,228,822

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	1,124,990	1,190,748	1,291,913	1,313,650
Supplies	103,456	123,197	137,150	149,650
Other operating	606,146	604,366	696,122	705,522
Capital outlay	11,077	20,478	50,000	60,000
Transfers	-	-	-	-
Total	\$ 1,845,668	\$ 1,938,789	\$ 2,175,185	\$ 2,228,822

Funding Source	2021	2022	2023	2024
General Fund	\$ 1,361,875	\$ 1,180,815	\$ 1,467,085	\$ 1,463,222
License & User fees	483,794	757,974	708,100	765,600
Total	\$ 1,845,668	\$ 1,938,789	\$ 2,175,185	\$ 2,228,822

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	2.90	2.90	2.90	2.90
Civic Center	1.70	1.70	1.70	1.30
VFW Arena	1.50	1.50	1.50	1.50
Park Areas	1.50	1.50	1.50	1.50
Campground - Rec Area	0.00	0.00	0.00	0.00
Total	7.60	7.60	7.60	7.20

Planning and Zoning

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Planning and Zoning	\$ 137,996	\$ 142,575	\$ 139,271	\$ 141,598
Total	\$ 137,996	\$ 142,575	\$ 139,271	\$ 141,598

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 43,594	\$ 44,992	\$ 45,471	\$ 48,048
Supplies	\$ 223	\$ 17	\$ 300	\$ 250
Other operating	\$ 94,178	\$ 97,566	\$ 93,500	\$ 93,300
Capital outlay	-	-	-	-
Total	\$ 137,996	\$ 142,575	\$ 139,271	\$ 141,598

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General Fund	\$ 137,031	\$ 141,960	\$ 138,771	\$ 141,098
\$	- \$ 965	\$ 615	\$ 500	\$ 500
Total	\$ 137,996	\$ 142,575	\$ 139,271	\$ 141,598

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Planning	0.25	0.25	0.25	0.25
Total	0.25	0.25	0.25	0.25

Senior Center

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	\$ 124,951	\$ 124,145	\$ 148,656	\$ 146,036
Total	\$ 124,951	\$ 124,145	\$ 148,656	\$ 146,036

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 84,335	\$ 88,765	\$ 105,974	\$ 103,354
Supplies	3,194	4,034	4,700	4,700
Other operating	37,422	31,346	37,982	37,982
Capital outlay	-	-	-	-
Total	\$ 124,951	\$ 124,145	\$ 148,656	\$ 146,036

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
General Fund	\$ 110,618	\$ 107,817	\$ 134,656	\$ 127,536
Rental Fees	3,772	9,427	5,000	8,500
Membership Fees	2,340	2,312	1,500	2,500
Other	880	1,657	2,500	2,500
Interest Earnings	-	-	-	-
Donations	7,341	2,932	5,000	5,000
Transfers (General Fund)	-	-	-	-
Total	\$ 124,951	\$ 124,145	\$ 148,656	\$ 146,036

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	Actual	Actual	Budget	Budget
Administration	1.00	1.00	1.00	1.00
Custodial	0.00	0.00	0.00	0.00
Office Worker	0.00	0.00	0.00	0.00
Total	1.00	1.00	1.00	1.00

EDA Administration

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
EDA Admin	\$ 204,004	\$ 202,658	\$ 229,306	\$ 222,363
Total	\$ 204,004	\$ 202,658	\$ 229,306	\$ 222,363

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 159,561	\$ 164,787	\$ 167,806	\$ 180,963
Supplies	366	113	1,800	600
Other operating	44,076	37,758	59,700	40,800
Capital Outlay	-	-	-	-
Total	\$ 204,004	\$ 202,658	\$ 229,306	\$ 222,363

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Transfers In	179,749	228,416	229,306	222,363
Total	\$ 179,749	\$ 228,416	\$ 229,306	\$ 222,363

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
EDA Admin	1.25	1.25	1.25	1.25
Total	1.25	1.25	1.25	1.25

Building Maintenance

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Improvement Projects	\$ 16,290	\$ 12,249	\$ 274,000	\$ 127,500
Building Improvements	12,600	3,650	65,775	251,060
Energy Efficiency				
Total	\$ 28,890	\$ 15,899	\$ 339,775	\$ 378,560

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Capital Outlay	\$ 28,890	\$ 44,556	\$ 339,775	\$ 378,560
Total	\$ 28,890	\$ 44,556	\$ 339,775	\$ 378,560

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Transfers In	\$ 316,000	\$ 350,000	\$ 350,000	\$ 350,000
Total	\$ 316,000	\$ 350,000	\$ 350,000	\$ 350,000

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Building Maintenance	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00

Cemetery

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Cemetery	\$ 76,037	\$ 48,858	\$ 82,052	\$ 81,734
Total	\$ 76,037	\$ 48,858	\$ 82,052	\$ 81,734

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 39,181	\$ 26,379	\$ 35,174	\$ 34,856
Supplies	1,843	2,321	3,000	3,000
Other operating	21,978	20,158	23,878	23,878
Capital Outlay	13,035	-	20,000	20,000
Total	\$ 76,037	\$ 48,858	\$ 82,052	\$ 81,734

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Lot Sales/Columbarium	\$ 28,350	\$ 20,341	\$ 30,000	\$ 30,000
Charges for Services	7,280	11,220	10,500	10,500
Interest	-	-	-	-
Transfers In	34,747	14,871	41,552	41,234
Total	\$ 70,377	\$ 46,432	\$ 82,052	\$ 81,734

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Cemetery	0.80	0.80	0.80	0.80
Total	0.80	0.80	0.80	0.80

Greenway Maintenance

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Improvements	\$ 200,322	\$ 10,072	\$ 10,000	\$ -
Total	\$ 200,322	\$ 10,072	\$ 10,000	\$ -

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Capital Outlay	\$ 200,322	\$ 10,072	\$ 10,000	\$ -
Total	\$ 200,322	\$ 10,072	\$ 10,000	\$ -

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Greenway Fee	\$ 47,346	\$ 96,809	\$ 99,000	\$ 103,950
Interest Earnings	(605)	-	-	-
Total	\$ 46,740	\$ 96,809	\$ 99,000	\$ 103,950

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Greenway Maintenance	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00

Insect Control

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Insect Control	\$ 11,179	\$ 25,579	\$ 50,071	\$ 30,641
Total	\$ 11,179	\$ 25,579	\$ 50,071	\$ 30,641

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 546	\$ 6,149	\$ 11,515	\$ 7,485
Supplies	8,800	1,702	32,400	-
Other operating	1,833	1,227	6,156	6,156
Capital Outlay	-	16,500	-	17,000
Total	\$ 11,179	\$ 25,579	\$ 50,071	\$ 30,641

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Insect Control Service Chg.	\$ 47,876	\$ 46,876	\$ 47,800	\$ 47,520
Interest	(2,949)	2,885	-	-
Misc Revenue	-	-	-	-
Total	\$ 44,927	\$ 49,761	\$ 47,800	\$ 47,520

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Insect Control	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00

Perpetual Care

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Perpetual Care	\$ -	\$ -	\$ 20,000	\$ 20,000
Total	\$ -	\$ -	\$ 20,000	\$ 20,000

Expenditure Types	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Transfer To Cemetery Fund	\$ -	\$ -	\$ 20,000	\$ 20,000
Total	\$ -	\$ -	\$ 20,000	\$ 20,000

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Plot Sales	\$ 19,650	\$ 14,394	\$ 15,000	\$ 15,000
Interest	\$ (3,008)	\$ 2,834	\$ -	\$ 3,000
Total	\$ 16,642	\$ 17,228	\$ 15,000	\$ 18,000

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Perpetual Care	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00

Transit

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Transit	\$ 516,125	\$ 697,219	\$ 813,602	\$ 1,065,350
Total	\$ 516,125	\$ 697,219	\$ 813,602	\$ 1,065,350

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 29,406	\$ 29,807	\$ 30,502	\$ 32,197
Supplies	1,136	62,434	3,000	3,000
Other operating	485,583	604,979	670,100	754,153
Capital Outlay	-	-	110,000	276,000
Total	\$ 516,125	\$ 697,219	\$ 813,602	\$ 1,065,350

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Federal Grants	\$ 86,119	\$ 181,146	\$ 309,000	\$ 348,110
State Grants	495,437	396,606	399,315	491,270
Interest - Misc	1,632	874	-	1,000
Transfers	5,315	118,593	105,287	100,000
Total	\$ 588,503	\$ 697,219	\$ 813,602	\$ 940,380

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Transit	0.25	0.25	0.25	0.25
Total	0.25	0.25	0.25	0.25

Sunshine Terrace

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Sunshine Terrace	\$ 546,854	\$ 585,873	\$ 569,217	\$ 586,306
Total	\$ 546,854	\$ 585,873	\$ 569,217	\$ 586,306

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 114,325	\$ 112,850	\$ 127,327	\$ 116,707
Other operating	432,529	473,023	441,890	469,599
Capital Outlay	-	-	-	-
Total	\$ 546,854	\$ 585,873	\$ 569,217	\$ 586,306

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Rent	\$ 451,417	\$ 483,201	\$ 512,072	\$ 510,000
Other Revenue	14,433	14,902	14,500	14,500
Interest - Misc	(8,535)	23,009	7,000	12,000
Total	\$ 457,315	\$ 521,111	\$ 533,572	\$ 536,500

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Sunshine Terrace	2.00	2.00	2.00	2.00
Total	2.00	2.00	2.00	2.00

Electric

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Power Purchases	\$ 8,467,939	\$ 10,093,506	\$ 9,719,008	\$ 10,290,349
Transmissions/Distribution	704,353	759,896	947,405	1,065,927
Energy/Load Management	288,256	430,138	381,204	420,338
Information System Service	252,881	271,850	438,641	444,414
General	742,117	766,125	996,959	1,003,299
Administration	512,805	753,244	758,054	783,912
Expenses for the City	1,822,489	1,775,151	1,969,742	2,010,473
Depreciation	994,987	995,012	1,109,589	1,169,215
Total	\$ 13,785,829	\$ 15,844,922	\$ 16,320,602	\$ 17,187,926

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	1,984,604	1,997,361	2,569,411	2,651,802
Supplies	8,616,775	10,233,168	9,950,258	10,515,099
Other Operating	688,121	971,645	1,032,653	1,191,127
Capital Outlay	1,501,342	1,647,737	1,658,691	1,660,683
Depreciation	994,987	995,012	1,109,589	1,169,215
Total	\$ 13,785,829	\$ 15,844,922	\$ 16,320,602	\$ 17,187,926

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Electric Charge	\$ 13,528,721	\$ 15,283,140	\$ 15,303,425	\$ 15,311,239
Meter Charge	564,374	566,891	616,042	597,019
Interest Earnings	(174,276)	(1,112,999)	155,000	155,000
Other	121,874	243,980	22,710	108,790
Total	\$ 14,040,693	\$ 14,981,011	\$ 16,097,176	\$ 16,172,048

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	2.50	2.50	2.50	2.50
Electric	11.00	11.00	11.00	10.00
Operations	1.50	1.50	1.50	1.50
Total	15.00	15.00	15.00	14.00

Sewer Operations

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Sanitary Sewer Maintenance	\$ 61,539	\$ 37,082	\$ 37,899	\$ 62,149
Sanitary Sewer Cleaning	142,543	41,954	109,846	116,551
Sewer Lift Station	216,166	127,366	150,958	168,366
Sewer Treatment Lagoon	619,533	583,081	611,712	607,126
Vehicle Expenses	12,376	33,580	22,500	19,500
Storage Building	20,948	26,157	19,800	19,500
General Sewer Expenses	182,977	184,762	164,027	181,839
Administrative-Sewer	104,352	126,882	149,701	119,814
Debt Services	103,487	434,897	648,747	645,175
Transfers Out	-	-	-	-
Depreciation	812,435	813,827	820,000	820,000
Total	\$ 2,276,356	\$ 2,409,589	\$ 2,735,190	\$ 2,760,020

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 312,047	\$ 300,865	\$ 296,229	\$ 281,178
Supplies	23,898	40,732	33,531	27,300
Other operating	1,024,489	819,268	936,683	986,367
Capital Outlay	-	-	-	-
Debt Services	103,487	434,897	648,747	645,175
Depreciation	812,435	813,827	820,000	820,000
Total	\$ 2,276,356	\$ 2,409,589	\$ 2,735,190	\$ 2,760,020

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Sewage Fees	\$ 1,666,107	\$ 1,861,368	\$ 2,001,622	\$ 1,934,029
Interest Earnings	(29,477)	24,547	-	10,000
Miscellaneous	-	-	-	-
Transfers	-	-	-	-
Total	\$ 1,636,630	\$ 1,885,915	\$ 2,001,622	\$ 1,944,029

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Administration	1.00	1.00	1.00	1.00
Wastewater Operators	2.00	2.00	2.00	2.00
Total	3.00	3.00	3.00	3.00

Storm Water Operations

Expenditure	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Area Maintenance	\$ 38,089	\$ 16,785	\$ 70,737	\$ 55,714
Flood Walls and Closures	4,150	1,580	7,776	7,900
Storm Sewers	125,552	88,587	283,983	356,353
Pumping and Lift Stations	66,795	113,973	157,908	157,655
Operation and Maintenance	92,731	107,447	154,178	142,081
Vehicle Expenses	11,310	6,617	11,880	11,800
Flood Fight	131,388	145,365	-	-
Depreciation	377,793	370,210	377,000	377,000
Total	\$ 847,809	\$ 850,564	\$ 1,063,462	\$ 1,108,504

Expenditure Type	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Personnel	\$ 62,904	\$ 117,447	\$ 109,576	\$ 117,087
Supplies	13,881	30,425	30,996	28,100
Other operating	335,070	281,961	302,105	283,596
Capital Outlay	58,161	45,447	243,785	300,000
Depreciation	377,793	370,210	377,000	377,000
Total	\$ 847,809	\$ 845,490	\$ 1,063,462	\$ 1,105,783

Funding Source	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Grants	\$ 112,873	\$ 84,064	-	-
Storm Water Fees	494,944	711,861	710,000	711,000
Interest - Misc	(9,634)	5,720	-	-
Transfer	-	-	-	-
Total	\$ 598,182	\$ 801,644	\$ 710,000	\$ 711,000

PERSONNEL (FTE'S) SUMMARY BY ACTIVITY

	2021 Actual	2022 Actual	2023 Budget	2024 Budget
Storm Water Operator	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

Request for Council Action

Date: December 19, 2023

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

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to approve 2024 Pay Schedule and Cost-of-Living adjustment for Non-Union employees

Background:

In 2023, the City of East Grand Forks contracted with David Drown Associates (DDA) Human Resources to conduct a review and classification of all Bargaining Unit positions within the City. As part of this review, DDA provided suggestions and recommendations for updates to the City's job descriptions and recommended Pay Grade changes for positions that were found to be below their effective compensation when compared to identified benchmark communities. In an effort to ensure the City of East Grand Forks pay plan stays within comparable compensation from a pay equity standpoint, DDA recommended the City add two steps (9 & 10) to its existing 8 step scale, and that a 3% pay rate change between steps 8, 9, and 10 be installed.

In Bargaining Unit negotiations, to date, the City's personnel committee has reached agreement with three of four bargaining units on the proposed 10 step pay plan, as well as a 3% Cost of Living Adjustment (COLA) for each year 2024 and 2025.

Recommendation:

In an effort for the City to maintain consistency for all employees, both union and non-union regarding the pay plan and cost of living increases, my recommendation would be to adopt the recommended pay plan and COLA for 2024 and 2025 to all non-union employees.

Enclosures

- 2023 Market Analysis and Compensation study
- Resolution for adoption of recommended Compensation Plan



CITY OF EAST GRAND FORKS

2023 Market Analysis



Wayzata Office
3620 Northome Avenue
Wayzata, MN 55391
Phone: (612)920-3320 x103 | Fax: (612)605-2375
www.daviddrown.com



2023 Annual Wage Review

The City last completed a market in 2018, where all job descriptions were classified and compared to benchmark positions. After the completion of the study, the City re-calibrated its pay grid and implemented changes. Classification and Compensation studies are conducted to capture gradual changes in duties performed and organizational relationships, identify recruitment and retention concerns and to meet pay equity statutory compliance requirements.

The City of East Grand Forks engaged in an ongoing maintenance agreement with DDA Human Resources. Government is in the service delivery business, and quality service requires quality employees. An effective compensation system will help you attract and keep talented employees. Likewise, an out-of-date or ill-conceived compensation system will produce turnover and hamper efforts to recruit quality replacements.

In the real world of limited resources, government is increasingly expected to do more with less. Accordingly, a community's pay philosophy must strike a reasonable balance between a desire to pay your good employees well to retain their good services, while at the same time controlling costs to keep faith with the taxpayers. Designing a pay system is not easy, every community is different, and a "one size fits all" approach seldom produces a good result. As we work with you to build the best compensation system for your community, we keep four very practical objectives in mind:

A primary service provided to you under this program is an annual market review of your pay plan. This report provides you with our initial results of this review.

Compensation and Benefits	Internal Equity	Positive and Transparent	Customized
<ul style="list-style-type: none">• Competitive to hire, retain, and motivate qualified employees	<ul style="list-style-type: none">• Satisfy MN Pay Equity Requirements	<ul style="list-style-type: none">• Be open and fair to employees, managers and unions	<ul style="list-style-type: none">• Establish a pay philosophy based on your organization

Benchmark Communities and Jobs

The market analysis consistently uses the identified and approved benchmark communities. Benchmarks are generally decided upon your region and communities in which you are similar to you in terms of size, service offerings, tax capacity, and/or other organizations with whom you may compete for employees.

We have used this same list for this market review.

Table 1: List of Benchmark Entities

Baxter
Bemidji
Crookston
Grand Rapids
Hermantown
Little Falls
Moorhead
Thief River Falls
Waite Park

Like most of the communities in your comparison group, East Grand Forks has a pay grid that utilizes a grade and step system consisting of 25 grades each with 8.

Job Wage data was collected on a sampling of jobs that you have in common with benchmark jurisdictions. With the AMC/LMC Wage Survey Data being unavailable in 2023, we used rosters from your benchmark groups that included job positions wages and supplemented with other data sources, as necessary. Twenty-three separate jobs were found to have sufficient data to allow reasonable comparison. Data was collected for all positions, but market analysis data below is for positions that have at least 5 benchmark matches.

Current Job Wage Data and Benchmark Comparison:

Job Title	East Grand Forks MIN	East Grand Forks MAX	Bench MIN	Bench MAX	East Grand Forks ACTUAL	Bench ACTUAL	OLD Min % of Bench Min	OLD Max % of Bench Max	East Grand Forks Actual % of Bench Actual
PARK MAINTENENCE WORKER	\$19.86	\$25.82	\$21.98	\$27.06	\$20.71	\$24.68	90%	95%	84%
EQUIPMENT OPERATOR	\$20.85	\$27.10	\$24.51	\$30.86	\$27.10	\$28.95	85%	88%	94%
ADMINISTRATIVE ASST	\$20.85	\$27.10	\$23.63	\$29.47	\$27.10	\$27.62	88%	92%	98%
ACCOUNTING TECHNICIAN	\$22.10	\$28.73	\$24.70	\$30.42	\$28.73	\$28.27	89%	94%	102%
ADMIN ASST/DISPATCH/JAIL	\$22.10	\$28.73	\$23.22	\$29.29	\$24.00	\$26.25	95%	98%	91%
FIREFIGHTER	\$23.21	\$30.17	\$23.43	\$30.09	\$23.54	\$27.00	99%	100%	87%
WASTERWATER STORM WATER	\$23.21	\$30.17	\$25.27	\$32.02	\$29.67	\$28.47	92%	94%	104%
MECHANIC	\$23.21	\$30.17	\$26.80	\$33.31	\$30.17	\$30.74	87%	91%	98%
CITY CLERK	\$24.37	\$31.67	\$28.88	\$36.75	\$31.67	\$32.91	84%	86%	96%
SUPERVISOR FACILITY/CEM	\$26.07	\$33.90	\$30.77	\$40.72	\$29.43	\$35.58	85%	83%	83%
PATROL OFFICER	\$27.90	\$36.27	\$29.91	\$37.36	\$34.48	\$34.66	93%	97%	99%
LEAD WW OPERATOR	\$27.90	\$36.27	\$30.68	\$40.32	\$36.27	\$39.33	78%	81%	92%
HR GENERALIST	\$29.85	\$38.81	\$30.85	\$41.79	\$38.81	\$33.37	97%	93%	116%
SERGEANT	\$31.64	\$41.14	\$34.20	\$43.12	\$41.14	\$39.93	93%	95%	103%
PW SUPERVISOR	\$31.64	\$41.14	\$33.93	\$42.52	\$38.43	\$39.51	93%	97%	97%
CD DIRECTOR	\$39.03	\$50.75	\$40.83	\$51.86	\$50.75	\$49.35	96%	98%	103%
PR SUPERINTENDENT	\$39.03	\$50.75	\$38.74	\$50.61	\$50.75	\$46.34	101%	100%	110%
FIRE CHIEF	\$41.38	\$53.79	\$46.04	\$59.58	\$48.47	\$48.95	90%	90%	99%
FINANCE DIRECTOR	\$43.45	\$56.48	\$46.63	\$59.88	\$56.48	\$55.78	93%	94%	101%
CHIEF	\$43.45	\$56.48	\$47.79	\$61.46	\$56.48	\$57.20	91%	92%	99%
Public Works Director	\$43.45	\$56.48	\$42.29	\$53.47	\$56.48	\$51.07	103%	106%	111%
CITY ADMINISTRATOR	\$52.97	\$68.86	\$56.61	\$72.83	\$68.86	\$69.91	94%	95%	98%
							92%	94%	98%

Overall, the City pay range match the market averages well. The current pay structure is calibrated at 92% of market minimum rate average and 94% of market maximum rate average.

Job Classifications

The City uses a point factor system called SAFE, which determines a classification of job positions by evaluating the following areas:

- Skill Level
- Training and Ability
- Experience
- Level of Work
- Human Relation Skills
- Physical Demands
- Working Conditions and Hazards
- Independence of Actions
- Impact of End Results
- Supervision Exercised

Job Classifications are required for pay equity, which must be reported every three years by the City. Each position has to have comp worth points, based on the job description. Job Classifications create internal equity. The Compensation Plan is created by competitive market analysis, policies and procedures on how employees are paid, and a pay philosophy determined by City Council.

Job Classifications

Jobs reviewed in 2023 include:

- AFSCME Council Loc 65
- International Association of Fire Fighters Loc 3423
- Law Enforcement Labor Services, Inc. Loc 152
- Teamsters Loc 120

Proposed Compensation Scale

Grade	Steps									
		4.3%	4.1%	4.0%	4.0%	3.7%	3.3%	3.4%	3.0%	3.0%
	1	2	3	4	5	6	7	8	9	10
1	\$11.04	\$11.51	\$11.98	\$12.46	\$12.93	\$13.40	\$13.88	\$14.35	\$14.78	\$15.22
2	\$11.92	\$12.43	\$12.94	\$13.45	\$13.97	\$14.47	\$14.98	\$15.50	\$15.96	\$16.44
3	\$12.87	\$13.43	\$13.98	\$14.53	\$15.08	\$15.63	\$16.18	\$16.73	\$17.24	\$17.75
4	\$13.90	\$14.49	\$15.09	\$15.69	\$16.29	\$16.88	\$17.48	\$18.07	\$18.62	\$19.17
5	\$15.01	\$15.66	\$16.30	\$16.94	\$17.59	\$18.23	\$18.88	\$19.52	\$20.11	\$20.71
6	\$16.21	\$16.91	\$17.60	\$18.30	\$19.00	\$19.69	\$20.39	\$21.08	\$21.71	\$22.37
7	\$17.51	\$18.26	\$19.01	\$19.76	\$20.52	\$21.27	\$22.02	\$22.76	\$23.45	\$24.15
8	\$18.91	\$19.73	\$20.53	\$21.34	\$22.16	\$22.96	\$23.78	\$24.58	\$25.33	\$26.09
9	\$19.86	\$20.71	\$21.56	\$22.41	\$23.26	\$24.11	\$24.97	\$25.82	\$26.59	\$27.39
10	\$20.85	\$21.74	\$22.64	\$23.54	\$24.43	\$25.32	\$26.21	\$27.10	\$27.92	\$28.76
11	\$22.10	\$23.05	\$24.00	\$24.95	\$25.89	\$26.84	\$27.79	\$28.73	\$29.60	\$30.49
12	\$23.21	\$24.21	\$25.20	\$26.19	\$27.18	\$28.18	\$29.17	\$30.17	\$31.08	\$32.01
13	\$24.37	\$25.41	\$26.45	\$27.50	\$28.55	\$29.59	\$30.64	\$31.67	\$32.63	\$33.61
14	\$26.07	\$27.19	\$28.30	\$29.43	\$30.54	\$31.66	\$32.78	\$33.90	\$34.92	\$35.96
15	\$27.90	\$29.10	\$30.29	\$31.49	\$32.68	\$33.88	\$35.08	\$36.27	\$37.36	\$38.48
16	\$29.85	\$31.14	\$32.41	\$33.69	\$34.97	\$36.25	\$37.52	\$38.81	\$39.98	\$41.17
17	\$31.64	\$33.00	\$34.35	\$35.72	\$37.07	\$38.43	\$39.78	\$41.14	\$42.37	\$43.65
18	\$33.93	\$35.39	\$36.85	\$38.30	\$39.76	\$41.21	\$42.67	\$44.12	\$45.47	\$46.83
19	\$36.40	\$37.95	\$39.52	\$41.08	\$42.63	\$44.20	\$45.76	\$47.31	\$48.70	\$50.16
20	\$39.03	\$40.71	\$42.38	\$44.05	\$45.73	\$47.40	\$49.08	\$50.75	\$52.35	\$53.92
21	\$41.38	\$43.15	\$44.92	\$46.70	\$48.47	\$50.24	\$52.02	\$53.79	\$55.49	\$57.15
22	\$43.45	\$45.31	\$47.17	\$49.03	\$50.89	\$52.75	\$54.62	\$56.48	\$58.26	\$60.01
23	\$46.17	\$48.14	\$50.12	\$52.09	\$54.08	\$56.06	\$58.03	\$60.01	\$61.93	\$63.79
24	\$49.97	\$52.12	\$54.25	\$56.40	\$58.54	\$60.68	\$62.82	\$64.96	\$66.89	\$68.89
25	\$52.97	\$55.24	\$57.51	\$59.78	\$62.05	\$64.32	\$66.59	\$68.86	\$71.04	\$73.17

1. Cost of implementation to move to Proposed Compensation Scale, with no additional steps or COLA
 - a. Cost with step: \$65,425
 - b. Additional COLA could be considered.

2. Provide Classification Appeal forms to employees to review their updated job descriptions with the following classification changes.

Job Wage Data and Market Comparison with Proposed Compensation Scale:

Job Title	East Grand Forks MIN	East Grand Forks MAX	Bench MIN	Bench MAX	Job Classification GRADE	NEW MIN	NEW MAX	OLD Min % of Bench Min	OLD Max % of Bench Max	NEW % of Bench MIN	NEW % of Bench Max
PARK MAINTENENCE WORKER	\$19.86	\$25.82	\$21.98	\$27.06	9	\$19.86	\$27.39	90%	95%	90%	101%
EQUIPMENT OPERATOR	\$20.85	\$27.10	\$24.51	\$30.86	11	\$22.10	\$30.49	85%	88%	90%	99%
ADMINISTRATIVE ASST	\$20.85	\$27.10	\$23.63	\$29.47	10	\$20.85	\$28.76	88%	92%	88%	98%
ACCOUNTING TECHNICIAN	\$22.10	\$28.73	\$24.70	\$30.42	11	\$22.10	\$30.49	89%	94%	89%	100%
ADMIN ASST/DISPATCH/JAIL	\$22.10	\$28.73	\$23.22	\$29.29	11	\$22.10	\$30.49	95%	98%	95%	104%
FIREFIGHTER	\$23.21	\$30.17	\$23.43	\$30.09	12	\$23.21	\$32.01	99%	100%	99%	106%
WASTERWATER STORM WATER	\$23.21	\$30.17	\$25.27	\$32.02	12	\$23.21	\$32.01	92%	94%	92%	100%
MECHANIC	\$23.21	\$30.17	\$26.80	\$33.31	12	\$23.21	\$32.01	87%	91%	87%	96%
CITY CLERK	\$24.37	\$31.67	\$28.88	\$36.75	14	\$26.07	\$35.96	84%	86%	90%	98%
SUPERVISOR FACILITY/CEM	\$26.07	\$33.90	\$30.77	\$40.72	15	\$27.90	\$38.48	85%	83%	91%	94%
PATROL OFFICER	\$27.90	\$36.27	\$29.91	\$37.36	15	\$27.90	\$38.48	93%	97%	93%	103%
LEAD WW OPERATOR	\$27.90	\$36.27	\$30.68	\$40.32	15	\$27.90	\$38.48	78%	81%	91%	95%
HR GENERALIST	\$29.85	\$38.81	\$30.85	\$41.79	16	\$29.85	\$41.17	97%	93%	97%	99%
SERGEANT	\$31.64	\$41.14	\$34.20	\$43.12	17	\$31.64	\$43.65	93%	95%	92%	101%
PW SUPERVISOR	\$31.64	\$41.14	\$33.93	\$42.52	17	\$31.64	\$43.65	93%	97%	93%	103%

CD DIRECTOR	\$39.03	\$50.75	\$40.83	\$51.86	20	\$39.03	\$53.92	96%	98%	96%	104%
PR SUPERINTENDENT	\$39.03	\$50.75	\$38.74	\$50.61	20	\$39.03	\$53.92	101%	100%	101%	107%
FIRE CHIEF	\$41.38	\$53.79	\$46.04	\$59.58	22	\$43.45	\$60.01	90%	90%	94%	101%
FINANCE DIRECTOR	\$43.45	\$56.48	\$46.63	\$59.88	22	\$43.45	\$60.01	93%	94%	93%	100%
CHIEF	\$43.45	\$56.48	\$47.79	\$61.46	23	\$46.17	\$63.79	91%	92%	97%	104%
Public Works Director	\$43.45	\$56.48	\$42.29	\$53.47	22	\$43.45	\$60.01	103%	106%	103%	112%
CITY ADMINISTRATOR	\$52.97	\$68.86	\$56.61	\$72.83	25	\$52.97	\$73.17	94%	95%	94%	100%
								92%	94%	93%	101%

All information is based on 2023 wage data.

Dr. Tessia Melvin, Management Consultant
 DDA Human Resources, Inc.
tessia@daviddrown.com

RESOLUTION NO. 23 – 12 - 83

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

WHEREAS, the City Council of East Grand Forks supports the incorporation of a citywide Compensation Plan to create a long-term sustainable, long-term compensation solution that complies with Minnesota State Statutes regarding pay equity;

WHEREAS, the City Council would like maintain consistency for all employees, both union and non-union, regarding the pay plan and cost of living increases.

WHEREAS, three (3) of the four (4) bargaining units have settled the reopener portion of the 2024-2025 contracts with the acceptance of the updated compensation plan and with a cost of living increase of 3.0% for 2024 and 3.0% for 2025; and

THEREFORE, BE IT RESOLVED by the City Council of East Grand Forks, that the City implements the Compensation Plan attached herein for all employees.

BE IT FURTHER RESOLVED that the City Council authorizes the City Administrator to implement the Compensation Plan attached herein;

BE IT FURTHER RESOLVED, that the City adopts the following provisions for the implementation of the Compensation Plan for 2024 and 2025.

Employees shall be compensated according to the schedule contained herein. Commencing January 1, 2014, an Employee that received a grade change as a result of the wage study will be placed on the appropriate pay grade in the updated Compensation Plan commensurate to the EMPLOYEES’S job classification, and on that pay step that is at least 4% above current compensation not to exceed senior members classification. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

Commencing on January 1, 2024, EMPLOYEES not at or above the maximum step in the EMPLOYEE’S pay grade will receive a one-step increase on the EMPLOYEE’S anniversary date if the EMPLOYEE received an annual review of at least “Meets Expectations” in the prior annual rating period. The annual rating is subject to the grievance procedure. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An employee receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee’s anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position. The length of service of employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City.

Any provisions not amended in this resolution shall be addressed through the City of East Grand Forks Personnel Policy Manual under the sections including, but not limited to, **POSITION CLASSIFICATION PLAN, RECLASSIFICATION, and COMPENSATION.**

2024 Compensation Schedule/Hourly Rate
2025 Pay Schedule will include a 3% increase on the below listed hourly rates.

Grade	Step									
	1	2	3	4	5	6	7	8	9	10
1	\$ 11.37	\$ 11.86	\$ 12.34	\$ 12.83	\$ 13.32	\$ 13.80	\$ 14.30	\$ 14.78	\$ 15.22	\$ 15.68
2	\$ 12.28	\$ 12.80	\$ 13.33	\$ 13.85	\$ 14.39	\$ 14.90	\$ 15.43	\$ 15.97	\$ 16.44	\$ 16.93
3	\$ 13.26	\$ 13.83	\$ 14.40	\$ 14.97	\$ 15.53	\$ 16.10	\$ 16.67	\$ 17.23	\$ 17.76	\$ 18.28
4	\$ 14.32	\$ 14.92	\$ 15.54	\$ 16.16	\$ 16.78	\$ 17.39	\$ 18.00	\$ 18.61	\$ 19.18	\$ 19.75
5	\$ 15.46	\$ 16.13	\$ 16.79	\$ 17.45	\$ 18.12	\$ 18.12	\$ 19.45	\$ 20.11	\$ 20.71	\$ 21.33
6	\$ 16.70	\$ 17.42	\$ 18.13	\$ 18.85	\$ 19.57	\$ 20.28	\$ 21.00	\$ 21.71	\$ 22.36	\$ 23.04
7	\$ 18.04	\$ 18.81	\$ 19.58	\$ 20.35	\$ 21.14	\$ 21.91	\$ 22.68	\$ 23.44	\$ 24.15	\$ 24.87
8	\$ 19.48	\$ 20.32	\$ 21.15	\$ 21.98	\$ 22.82	\$ 23.65	\$ 24.49	\$ 25.32	\$ 26.09	\$ 26.87
9	\$ 20.46	\$ 21.33	\$ 22.21	\$ 23.08	\$ 23.96	\$ 24.83	\$ 25.72	\$ 26.59	\$ 27.39	\$ 28.21
10	\$ 21.48	\$ 22.39	\$ 23.32	\$ 24.25	\$ 25.16	\$ 26.08	\$ 27.00	\$ 27.91	\$ 28.76	\$ 29.62
11	\$ 22.76	\$ 23.74	\$ 24.72	\$ 25.70	\$ 26.67	\$ 27.65	\$ 28.62	\$ 29.59	\$ 30.49	\$ 31.40
12	\$ 23.91	\$ 24.94	\$ 25.96	\$ 26.98	\$ 28.00	\$ 29.03	\$ 30.05	\$ 31.08	\$ 32.01	\$ 32.97
13	\$ 25.10	\$ 26.17	\$ 27.24	\$ 28.33	\$ 29.41	\$ 30.48	\$ 31.56	\$ 32.62	\$ 33.61	\$ 34.62
14	\$ 26.85	\$ 28.01	\$ 29.15	\$ 30.31	\$ 31.46	\$ 32.61	\$ 33.76	\$ 34.92	\$ 35.97	\$ 37.04
15	\$ 28.74	\$ 29.97	\$ 31.20	\$ 32.43	\$ 33.66	\$ 34.90	\$ 36.13	\$ 37.36	\$ 38.48	\$ 39.63
16	\$ 30.75	\$ 32.07	\$ 33.38	\$ 34.70	\$ 36.02	\$ 37.34	\$ 38.65	\$ 39.97	\$ 41.18	\$ 42.41
17	\$ 32.59	\$ 33.99	\$ 35.38	\$ 36.79	\$ 38.18	\$ 39.58	\$ 40.97	\$ 42.37	\$ 43.64	\$ 44.96
18	\$ 34.95	\$ 36.45	\$ 37.96	\$ 39.45	\$ 40.95	\$ 42.45	\$ 43.95	\$ 45.44	\$ 46.83	\$ 48.23
19	\$ 37.49	\$ 39.09	\$ 40.71	\$ 42.31	\$ 43.91	\$ 45.53	\$ 47.13	\$ 48.73	\$ 50.16	\$ 51.66
20	\$ 40.20	\$ 41.93	\$ 43.65	\$ 45.37	\$ 47.10	\$ 48.82	\$ 50.55	\$ 52.27	\$ 53.92	\$ 55.54
21	\$ 42.62	\$ 44.44	\$ 46.27	\$ 48.10	\$ 49.92	\$ 51.75	\$ 53.58	\$ 55.40	\$ 57.15	\$ 58.86
22	\$ 44.75	\$ 46.67	\$ 48.59	\$ 50.50	\$ 52.42	\$ 54.33	\$ 56.26	\$ 58.17	\$ 60.01	\$ 61.81
23	\$ 47.56	\$ 49.58	\$ 51.62	\$ 53.65	\$ 55.70	\$ 57.74	\$ 59.77	\$ 61.81	\$ 63.79	\$ 65.70
24	\$ 51.47	\$ 53.98	\$ 55.88	\$ 58.09	\$ 60.30	\$ 62.50	\$ 64.70	\$ 66.91	\$ 68.90	\$ 70.96
25	\$ 54.56	\$ 56.90	\$ 59.24	\$ 61.57	\$ 63.91	\$ 66.25	\$ 68.59	\$ 70.93	\$ 73.17	\$ 75.37

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: December 19, 2023

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 19th of December, 2023.

Mayor

Request for Council Action

Date: 12/8/2023

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: Jason Stordahl-Public Works Director

RE: Authorization to Advertise for Hire

Background: When Mr. King resigned, we felt that it was an opportune time to modify position descriptions so that they would meet our needs more appropriately. We modified the Foreman position description adding more field duties and modified the Supervisor position description to focus more on administrative duties. Once the descriptions were finalized, we had their pay scales repointed. The Supervisor position moved from grade 17 down to a grade 16, because some of the field duties were moved to the Foreman position. While the Foreman position went from a grade 14 up to a grade 15, because of the added field duties. The Civil Service is schedule to review the updated job descriptions Monday December 11th.

We would like to advertise internally to fill both the Foreman and Supervisor positions. Depending on applicants this could leave the Department with further vacancies.

Recommendation: Approve Staff to start the hiring process to fill vacant Supervisor and Foreman positions.

Request for Council Action

Date: December 19, 2023

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

Cc: File

From: Reid Huttunen, City Administrator

RE Approve proposed 2024-2025 Collective Bargaining agreements with IAFF and AFSCME

Background:

The City of East Grand Forks Personnel Committee has reached agreement on collective bargaining units with three of the City's four Unions. Agreements are in place with:

- International Association of Firefighters
- AFSCME (Department level supervisors)
- Law Enforcement Labor Services

- The final group yet to reach agreement is our Teamsters Local No 120 (public works and parks maintenance employees). This group has a mediation date set for January 17, 2024.

General framework of the contract agreements for wages and benefits include:

- Adoption of the City's updated 10 step pay schedule
- 3% General Cost of Living Adjustment for each year, 2024 and 2025
- The City will contribute monthly health insurance premiums of \$820 for single plans and \$1900 for family plans for 2024.
- Health Care Savings Plan (HSA): The City will contribute \$2800 toward a HSA, if the employee contributes up to \$1000.
- Holidays: The Juneteenth holiday is now included as an official holiday. Each union group with agreement in place has agreed to reduce their floating holidays by one (1).

Recommendation:

Approve the contracts as written for IAFF and AFSCME for the period of January 1, 2024 through December 31, 2025.

Enclosures

- IAFF contract
- IAFF MOU for MN State Retirement System Health Care Savings Plan
- AFSCME Contract
- AFSCME MOU for MN State Retirement System Health Care Savings Plan

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 3423**

JANUARY 1, 2024 through DECEMBER 31, 2025

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ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is made and entered into between the City of East Grand Forks, hereinafter referred to as EMPLOYER, and the International Association of Fire Fighters, Local No. 3423, hereinafter referred to as UNION. The intent and purpose of this agreement is to:

- Section 1.1 To establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreement; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 ANSWER. A concise response outlining the EMPLOYER'S position on a grievance.
- Section 2.2 APPOINTING AUTHORITY. The official empowered by statute, ordinance, or charter to make an appointment to a vacancy in the EMPLOYER'S work force.
- Section 2.3 DAYS. Calendar Days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.4 DEPARTMENT. The Fire DEPARTMENT of the EMPLOYER.
- Section 2.5 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.6 EMPLOYER. The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.7 EMPLOYEE. A member of this bargaining unit.
- Section 2.8 IMMEDIATE FAMILY. The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.9 REDUCED TO WRITING. A statement outlining the nature of a grievance, the provision(s) of the agreement in dispute and the remedy requested.

Section 2.10 SERVE(ICE). Personal Service or service by First Class United States Mail. Service by mail shall be effective upon mailing.

Section 2.11 UNION. The International Association of Fire Fighters, Local No. 3423.

Section 2.12 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 for all essential EMPLOYEES of the East Grand Forks Fire DEPARTMENT, East Grand Forks, Minnesota, who are public EMPLOYEES within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory, confidential, and all other EMPLOYEES. The job classifications covered by the terms and conditions of this AGREEMENT are included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to establish shifts and hours; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees, to lay off employees ; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this agreement.

Section 4.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction

The EMPLOYER shall deduct from the wages of EMPLOYEES an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

Section 5.2 Steward and Representative

The UNION may designate two EMPLOYEES from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices and any changes in such choices. The EMPLOYER may designate two persons to represent it and shall inform the UNION in writing of such choices and any change in such choices.

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.

Section 5.4 Bulletin Board

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political or detrimental to the EMPLOYER.

Section 5.5 Working Hours

Negotiation and grievance meetings between the EMPLOYER and the UNION shall be held during normal working hours whenever possible.

Section 5.6 Union Representation

All EMPLOYEES covered by this contract are entitled to UNION representation by an official UNION REPRESENTATIVE of their choice whenever an employee thinks it is necessary.

Section 5.7 Indemnity

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 5.1

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

Section 6.2 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided may be limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.3 Procedure

Step 1. An EMPLOYEE with a grievance shall within twenty (20) calendar days after the occurrence of the event that gave rise to the grievance or within twenty (20) calendar days after the EMPLOYEE through the use of reasonable diligence should have had knowledge of the occurrence of the event that gave rise to the grievance, request in writing an informal meeting with the designated employer designated representative in an attempt to resolve the grievance. If the grievance is not resolved within five (5) calendar days after the informal meeting date, or an informal meeting is not held within five (5) calendar days of the written request, the EMPLOYEE may escalate the grievance procedure to the next step.

Step 2. Any grievance not resolved in Step 1 may be reduced to writing by the UNION representative and served upon the City Administrator within fifteen (15) calendar days after the informal meeting date. The City Administrator will give the UNION the opportunity for a meeting on the grievance within ten (10) calendar days after receipt of the grievance. The City Administrator will ANSWER the UNION's Step 2 grievance within fifteen (15) calendar days after the meeting. If the UNION does not choose to have a meeting, the City Administrator will provide the UNION an ANSWER to the grievance within twenty (20) calendar days after receipt of the grievance.

Step 3. Either party may appeal the decision of the City Administrator by serving a written notice on the other party of its intention to proceed with arbitration. Such notice must be served within ten (10) calendar days of the moving party's receipt of the Administrator's ANSWER. If a grievance is validly appealed to this step and the parties mutually agree in writing, the grievance may be submitted to

Minnesota Bureau of Mediation Services for mediation prior to arbitration.

The UNION and the EMPLOYER will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the UNION and the EMPLOYEE are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on whom will strike the first name, the question will be decided by a flip of a coin.

The fees and expenses for the arbitration services and proceedings shall be borne equally by the UNION and the EMPLOYER provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcript of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a transcript of the proceedings, the cost shall be shared equally.

Section 6.4 Arbitrator's Authority

Subsection 6.4.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the UNION and EMPLOYER, and shall have no authority to make decisions on any other issue not so submitted.

Subsection 6.4.2 The decision of the arbitrator shall be final and binding on all parties and shall be based solely on the arbitrator's interpretation or application of the express terms of the agreement and to the facts of the grievance presented.

Section 6.5 Waiver

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the UNION'S failure to adhere to the time limits may result in a forfeit of the grievance. The EMPLOYER'S failure to adhere to the time limits may require mandatory alleviation of the grievance as outlined in the last statement by the UNION.

Section 6.6 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 6.3 and the grievance involved the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 6.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 6.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This agreement is subject to the laws, ordinances, regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 8: LEAVES

Section 8.1 Funeral Leave

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY member. Additional days for funeral leave may be granted at the discretion of the APPOINTING AUTHORITY for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time, whichever the EMPLOYEE chooses.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave when called for jury duty or subpoenaed to appear as a witness. EMPLOYEES will be paid by the EMPLOYER the difference of their normal rate of compensation and the amount received as juror (less any amount received for mileage or expense allowance).

Section 8.3 Other Leave

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four WORKING DAYS shall be in writing and directed to the APPOINTING AUTHORITY. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the APPOINTING AUTHORITY within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of days in excess of fifteen (15) WORKING DAYS.

Section 8.4 Union Business

Members of the UNION selected to participate in UNION functions shall be granted a leave of absence without pay for a reasonable time upon request of the UNION. Such leave shall not exceed five (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year. Such leave shall not result in overtime costs to the EMPLOYER.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

- Subsection 9.1.1 Non Dependent (SINGLE) Coverage: Effective January 1, 2024, the EMPLOYER shall contribute **\$820.00** of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEES who requests such coverage and who qualifies for and is enrolled in the EMPLOYER’S group Aware or High Value Network High Deductible Health Plan (HDHP) options. **January 1, 2025**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.
- Subsection 9.1.2 Dependent (FAMILY) Coverage: Effective January 1, 2024, the EMPLOYER shall contribute up to **\$1,900.00** of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER’S group Aware or High Value Network High Deductible Health Plan (HDHP) options . **January 1, 2025**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.
- Subsection 9.1.3 Health Savings Account (H S A) - For EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to **\$2,800** per calendar year for SINGLE and FAMILY plans. The EMPLOYEE must contribute a minimum of **\$1000** per calendar year into the H.S.A. to meet the maximum stated EMPLOYER contribution. EMPLOYER contributions will be made in bi-weekly installments.
- Subsection 9.1.4 Voluntary Employees Beneficiary Association (VEBA) –For EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) that are ineligible for an H S A due to other coverage (example- Tri-Care or Medicare), the EMPLOYER will contribute up to **\$2,800** into a VEBA account. Contributions will be made in bi-weekly installments.
- Subsection 9.1.5 Insurance Carrier: The selection of the insurance carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above shall be borne by the EMPLOYEE and made by payroll deduction.

Subsection 9.1.6 Scope of EMPLOYER Responsibility: The EMPLOYER’S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE’S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Section 9.2 Life Insurance

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$50,000 for the EMPLOYEE.

Section 9.3 Disability/Cancer Insurance

The EMPLOYER shall contribute \$30.00 per month toward disability insurance equal to an annual dollar amount of \$360.00 toward the premium of that insurance. The EMPLOYER contribution must be applied first to post-tax contributions. This policy will in no way affect or be affected by the Employee’s sick leave or Worker’s Compensation benefits.

Section 9.4 Physical

Health Insurance currently provides for an annual paid Physical for participants. Any future references and /or conditions of physicals in the Firefighters contract will be negotiated.

Section 9.5 Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP)

The EMPLOYER shall provide for the participation of EMPLOYEES in the MSRS HCSP. Eligibility for participation by EMPLOYEES will continue unless specifically terminated by both the UNION and EMPLOYER. The EMPLOYER will handle the administrative responsibilities of remitting and accounting for the EMPLOYEES’ contributions to the MSRA as required by the MSRS. Contributions to the HCSP will be established by a majority vote by the UNION and identified in an accompanying MOU.

Individual EMPLOYEES may neither increase nor decrease their individual contributions from the amount established in the MOU.

ARTICLE 10: HOLIDAYS

Section 10.1 EMPLOYEES are to receive vacation time in lieu of eleven (11) holidays per year and an additional two (2) floating holidays. The thirteen (13) holidays are:

- | | |
|------------------------|---------------------------|
| New Year's Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| President's Day | Veteran's Day |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Juneteenth | Two (2) Floating Holidays |

Section 10.2 Martin Luther King Day, which shall be treated as a floating holiday, and the two (2) floating holidays, may be taken at the EMPLOYEE'S discretion, but only if it is approved by the Fire Chief. Such request to use a floating holiday must be made to the Fire Chief at least one (1) day prior to the requested day of the leave.

Section 10.3 EMPLOYEES who work a full WORKING DAY on a named holiday in Section 10.1, i.e., excluding any floating holidays, shall be paid six (6) hours of pay at the rate of one and one-half (1-1/2) times the their normal rate of compensation in addition to their normal rate of compensation for working such day. Christmas Day shall be paid at twice their hourly wage listed in Schedule A of this AGREEMENT for all hours worked on the holiday.

ARTICLE 11: VACATION

Section 11.1 All full time EMPLOYEES hired before January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS
Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS

All full time EMPLOYEES hired after January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	3 WORKING DAYS
Upon completion of 24 months	4 WORKING DAYS
Upon completion of 48 months	5 WORKING DAYS
Upon completion of 72 months	6 WORKING DAYS
Upon completion of 84 months	7 WORKING DAYS
Upon completion of 96 months	8 WORKING DAYS
Upon completion of 108 months	9 WORKING DAYS
Upon completion of 120 months	10 WORKING DAYS
Upon completion of 132 months	11 WORKING DAYS
Upon completion of 144 months	12 WORKING DAYS
Upon completion of 156 months	13 WORKING DAYS
Upon completion of 168 months	14 WORKING DAYS
Upon completion of 180 months	15 WORKING DAYS

Section 11.2. Any EMPLOYEE with more than (1) year of service who leaves the employment of the EMPLOYER by reason of death, disability, retirement, dismissal, or resignation will be paid for his/her unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designation the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of one (1) day per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S normal rate of compensation.

Section 12.2 Earned Sick and Safe Time: The EMPLOYER will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Section 181.9440 – 181.9448. The EMPLOYERS ESST Policy will apply to EMPLOYEES to the extent it does not conflict with this AGREEMENT.

Section 12.3 WORKING DAYS only shall be counted when computing sick leave.

Section 12.4 Sick leaves shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in

the EMPLOYEE's personnel file.

- Section 12.5 When an EMPLOYEE is eligible for worker's compensation payments and they are unable to work during working hours due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such working hours and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.
- Section 12.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required.
- Section 12.7 EMPLOYEEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.8 Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one hundred sixty (160) days, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate. Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.
- Section 12.9 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2010 may sell back to the EMPLOYER unused sick leave in excess of one hundred twenty (120) days up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of one hundred twenty (120) days may be sold back under this provision up to six (6) days in any one year.

The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back the sick days under this section prior to December 1 of that year.

ARTICLE 13: SHIFT SCHEDULE

Section 13.1 The EMPLOYER shall establish work schedules. Full-time EMPLOYEES will be assigned shifts by the employer between eight (8) and twenty-four (24) hours in duration. EMPLOYEES shall accrue hours to fulfill the work requirements in the following manner:

- Actual hours spent on duty
- Actual hours spent on assigned training
- Holiday leave
- Vacation leave
- Sick leave
- Funeral leave
- Injury on duty leave
- Special assignment (e.g. jury duty)

Section 13.2 Shift Exchange - Upon approval of the Shift Commander and Fire chief, EMPLOYEES may exchange shifts with other members if the exchange does not interfere with the operations of the Fire DEPARTMENT.

Section 13.3 The contract may be reopened during its term by mutual agreement of UNION and EMPLOYER for the limited purpose of negotiating scheduling. If the City conducts a study regarding scheduling, the Union will be consulted on a meet and confer basis during the study process. The City will invite the Union to meet and confer regarding scheduling before the contract is reopened.

ARTICLE 14: OVERTIME

Section 14.1 Extension of Shift

If an EMPLOYEE works on behalf of the EMPLOYER in response to a request by the EMPLOYER to work beyond the EMPLOYEE'S scheduled shift, such work will be considered overtime hours and will be compensated for each hour worked at the rate of one and one-half (1-1/2) times the their normal rate of compensation for each hour worked with a minimum of one (1) hour of pay at this rate.

Section 14.2 Call Back

If an EMPLOYEE works on behalf of the EMPLOYER in response to a call back after being relieved from duty and such work is outside of their scheduled shift, such work will be considered overtime hours and will compensated for at the rate of one and one half (1-1/2) their

normal rate of compensation listed in Schedule A with a minimum of three (3) hours of pay at this rate.

Section 14.3 Training

Overtime shall be paid for all mandatory and recurring training on off-duty hours.

Subsection 14.3.1 Mandatory training includes training required by the EMPLOYER or jurisdiction of competent authority to be a fire fighter in the City of East Grand Forks.

Subsection 14.3.2 Recurring training includes the monthly drills of the East Grand Forks Fire DEPARTMENT.

Subsection 14.3.3 Elective training is other training taken for personal gain.

Section 14.4 No Pyramiding

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 14.5 Compensatory Time.

Upon mutual agreement of the Fire Chief and the affected EMPLOYEE, the EMPLOYEE(S) will receive compensatory time in lieu of the compensation in sections 14.1, 14.2 and 14.3 at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in those sections. Compensatory time off will be taken on an hour for hour basis and may not create overtime. An EMPLOYEE may only carry over ninety-six (96) hours of compensatory time. Any hours over ninety-six (96) hours shall be paid in the last paycheck in December at straight time according to the EMPLOYEEES wage listed in Schedule A in this agreement.

ARTICLE 15: CLOTHING ALLOWANCE

Section 15.1 The EMPLOYER will provide EMPLOYEEES with their initial set of uniforms as follows:

- 2 uniform shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 1 badge
- 1 set collar brass
- 1 belt
- 1 job shirt
- 7 Tee-shirts and/or polo shirts
- 1 pair station uniform boots (with a cap of \$200.00)
- 1 winter hat
- 1 ball cap.

Section 15.2 EMPLOYEES shall be given a budget of \$300.00 to maintain all uniforms required of the EMPLOYEES in the performance of their duties. All uniforms shall be maintained in good, safe condition.

Section 15.3 EMPLOYEES shall be given a budget of \$200 per year for boot reimbursement. EMPLOYEES may carryover any unused boot reimbursement from a calendar year into subsequent calendar years, but an EMPLOYEE may not accumulate more than twice the cap for the calendar year.

Section 15.4 Protective clothing or protective devices required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the Employer.

Section 15.5 Any uniform wrecked in the course of duty not due to normal wear and tear shall be replaced by the EMPLOYER at no cost to the EMPLOYEE.

Section 15.6 Any change to the uniform style by the EMPLOYER, the EMPLOYER shall provide the new style at no cost to the EMPLOYEES. Promotion to any EMPLOYEE the EMPLOYER agrees to provide appropriate uniforms to the EMPLOYEES at no cost to the EMPLOYEES.

ARTICLE 16: INJURY ON DUTY

When an EMPLOYEE is eligible for worker's compensation payments, the EMPLOYER will pay the complete salary to the EMPLOYEE and the same shall be charged to the EMPLOYEE'S sick leave until worker's compensation takes over. Thereafter, the EMPLOYEE may supplement the compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S normal rate of compensation, provided only that the same is not ruled illegal either by an Attorney General's opinion or court decision. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

ARTICLE 17: WORKING OUT OF CLASSIFICATION

An Engineer or Firefighter, who is the senior member on duty, and who acts in the capacity of an Assistant Chief when the regularly-assigned Assistant Chief is absent, shall receive a lump sum payment not to exceed \$50.00 for a 24-hour period. The payment shall be prorated based upon actual hours worked in the capacity of Assistant Chief.

ARTICLE 18: DISCIPLINE

Section 18.1 All disciplinary actions shall be in written form. An EMPLOYEE has the right to request UNION representation when discipline is being administered. EMPLOYEES and the UNION shall receive a copy of all such disciplinary actions. At the request of the EMPLOYEE, oral reprimands shall be

removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 18.2 Probationary Employees

During their probationary period, EMPLOYEES may be discharged at any time without cause. Such discharge cannot be grieved through Article 6 of this AGREEMENT.

ARTICLE 19. WAIVER; PAST PRACTICES

Section 19.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT and raised by either party during the bargaining that preceded the entry into this AGREEMENT, are hereby superseded.

Section 19.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment: referred to or covered in this AGREEMENT; or with respect to any term and condition of employment not specifically referred to or covered by the AGREEMENT, but which was raised by either party during the bargaining that preceded the entry into this AGREEMENT.

Section 19.3 Evidence of custom and past practice may be introduced for the following purposes:

- (a) to illustrate practices regarding “terms and conditions of employment”, as defined by PELRA, that existed prior to this AGREEMENT but which are not specifically addressed or referenced in this AGREEMENT;
- (b) to indicate the proper interpretation of ambiguous contract language; or
- (c) to support allegations that clear language of the written contract has been amended by mutual action or agreement.

To be binding on both parties, a past practice must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as an established practice mutually accepted by both parties.

ARTICLE 20: DURATION

This agreement is effective January 1, 2024, and will remain in full force until December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act that it desires to modify this agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in force and effect until a new contract is signed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 20____.

City of East Grand Forks

**International Association of
Firefighters, Local No. 3423**

By: _____
Mayor

By: _____
President

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Secretary

Dated: _____

Dated: _____

SCHEDULE A

Commencing January 1, 2024, The EMPLOYER will compensate its EMPLOYEEs based on the EMPLOYER adopted 10-Step Compensation Plan. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

In the event the EMPLOYER has an opening for full-time employment within the UNION, the EMPLOYER agrees it will advertise the starting wages for any open positions within the UNION as starting at the rate equivalent to Step 3 on the corresponding Compensation Plan.

<u>Job Classification</u>	<u>Pay Grade</u>
Firefighter	12
Fire Department Engineer	14
Assistant Fire Chief	16

Any EMPLOYEE not at or above the maximum step in the EMPLOYEE’S pay grade will receive a one-step increase on the EMPLOYEE’S anniversary date if the EMPLOYEE received an annual review of at least “Meets Expectations” in the prior annual rating period. The annual rating is subject to the grievance procedure. For the purpose of steps, the anniversary date for all full-time employees in good standing with the EMPLOYER as of December 31, 2023 will be January 1st.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the EMPLOYEE’S anniversary date for the purposes of steps shall be based on the date the EMPLOYEE began employment in the promoted position. The length of service of EMPLOYEEs for the purposes of accruing sick leave and vacation shall be based on the date the EMPLOYEE began employment with the EMPLOYER.

IAFF Local No. 3423 Compensation Plan

January 1, 2024 through December 31, 2024

The below pay schedule represents a 3% increase from the 2023 Pay Plan.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
12	49,732.80	51,875.20	53,996.80	56,118.40	58,240.00	60,382.40	62,504.00	64,646.40	66,580.80	68,577.60
14	55,848.00	58,260.80	60,632.00	63,044.80	65,436.80	67,828.80	70,220.80	72,633.60	74,817.60	77,043.20
16	63,960.00	66,705.60	69,430.40	72,176.00	74,921.60	77,667.20	80,392.00	83,137.60	85,654.40	88,212.80

January 1, 2025 through December 31, 2025

The below pay schedule represents a 3% increase from the 2024 Pay Plan.

	Step									
Grade	1	2	3	4	5	6	7	8	9	10
12	51,230.40	53,435.20	55,619.20	57,803.20	59,987.20	62,192.00	64,376.00	66,580.80	68,577.60	70,636.80
14	57,532.80	60,008.00	62,441.60	64,937.60	67,392.00	69,867.20	72,321.60	74,817.60	77,064.00	79,352.00
16	65,873.60	68,702.40	71,510.40	74,339.20	77,168.00	79,996.80	82,804.80	85,633.60	88,233.60	90,854.40

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EAST GRAND FORKS
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #3423

This Memorandum of Understanding is entered into between the City of East Grand Forks (hereafter "City") and International Association of Fire Fighters, (hereafter "Union").

Agreement
HEALTH CARE SAVINGS PLAN

The City will handle the administration responsibilities and accounting for the Union CONTRIBUTIONS to the Minnesota State Retirement System (MSRS) as required by MSRS.

All EMPLOYEES shall direct 100% of their eligible severance pay to the MSRS Health care Saving Plan (HCSP).

Additionally, all eligible EMPLOYEES will contribute the dollar equivalent of 3% (three percent) of their unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible EMPLOYEES hourly rate of pay for the preceding year times the number of hours the EMPLOYEE is eligible to receive. The contribution will be deducted from the banked sick leave in January of each year. The EMPLOYEES banked sick leave hours will then be reduced by the number of eligible hours reflected by the EMPLOYEES contribution.

At the option of the UNION, the UNION can change the percentage that is contributed to the MSRS HCSP by a majority vote. All changes will be done in accordance with all state and federal guidelines.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated by their respective signatures.

Signed:

City of East Grand Forks

**International Association of Firefighters,
Local No. 3423**

Mayor

Business Agent

Dated: _____

Dated: _____

City Administrator/Clerk-Treasurer

Union Steward

Dated: _____

Dated: _____

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**AFSCME COUNCIL 65,
NASHWAUK, MINNESOTA
(SUPERVISORY EMPLOYEES)**

JANUARY 1, 2024

through

DECEMBER 31, 2025

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as Employer and Local Union No. 3452, AFSCME Council 65, AFL-CIO, hereinafter referred to as Union. The intent and purpose of this Agreement is as follows:

1. To establish the terms and conditions of employment for the duration of this agreement;
2. To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement;
3. To specify the full and complete understanding of the parties; and
4. To place in written form the parties' agreement upon the terms and conditions of employment for duration of this agreement.

ARTICLE 2: CERTIFICATION AND RECOGNITION

The Employer recognizes the Union as the exclusive representative for all supervisory employees of the City of East Grand Forks, Minnesota in the job classifications of:

Fire Chief
Library Director
Superintendent of Parks & Recreation
Police Chief
Public Works Director
Community Development Director
Finance Director

who are public employees within the meaning of Minnesota Statutes, Sec. 179A.03, Subd. 14, excluding Public Utilities employees, City Administrator, and all other non-supervisory employees.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the Employee's paycheck shall be remitted monthly to the Union with a list of names from whom such deductions were made. The Union shall, furnish the Employer with a list of those employees who are certified as members of said Union. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card to the City Administrator. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Council 65 Office in Nashwauk, Minnesota. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union Dues.

Section 4.2 Steward and Representative

The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and any changes in such choices.

Section 4.3 Facilities

The Employer shall make available to the Union, upon request, facilities at reasonable times for the purposes of bargaining and processing grievances on behalf of union Members so long as (1) they receive approval from the City Administrator; and (2) they do not interfere with the job duties and responsibilities of an employee nor the normal operations of the Employer.

Section 4.4 Bulletin Board

The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.

Section 4.5 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Section 4.6 Union Rights

The Employer will follow Minnesota Statute 179A.07 regarding notification of new hires, employees leaving and new member orientation.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

The words in this article have the meanings given them as follows.

- Subsection 5.1 Bureau. The Minnesota Bureau of Mediation Services.
- Subsection 5.2 Days. Calendar days.
- Subsection 5.3 Employee. Any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.
- Subsection 5.4 Grievance. A dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subd. 1.
- Subsection 5.5 Party. Either the exclusive representative and its authorized agent or the Employer and its authorized representative.
- Subsection 5.6 Service. Personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by postmark or dated receipt, or upon personal delivery.

Section 5.2 Computation of Time

In computing any period of time prescribed, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday recognized in Section 11.1 of this agreement.

Section 5.3 Grievance Procedure

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

- Step 1. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall present the grievance to the City Administrator in writing within 21 days after the event or act giving rise to the grievance. The City Administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 10 days after the grievance is presented.

Step 2. If the grievance is not resolved under Step 1, the parties may mutually agree in writing to request the services of the Bureau to conduct a grievance mediation session in an attempt to resolve the grievance. The request for mediation must be made within ten days of the City Administrator's response in Step 1. If the parties do not mutually agree to participate in a grievance mediation within the time period specified herein or the grievance is not resolved in a mediation, if the parties mutually agreed to participate in mediation, the grievance may proceed directly to grievance arbitration.

Step 3 Arbitration

Referral to Arbitration. If the parties do not mutually agree to participate in a grievance mediation within the time period specified in Step 2 or the grievance is not resolved in a mediation, whichever is applicable, the exclusive representative may serve written notice on the Employer of its intent to refer the case to arbitration within ten days of the applicable mediation scenario specified herein.

Selection of Arbitrator. Within ten days of the service of written notice of intent to arbitrate, the City Administrator or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall thereafter alternately strike names from a list of seven names to be provided by the Bureau until only one name remains. The remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely

on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Arbitration Expenses. The Employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and Briefs. Because arbitration is intended to provide simple, speedy alternative litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5.4 Processing of Grievances

Subsection 5.4.1 Release Time. To the fullest extent feasible, the processing of grievances shall be conducted during normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings, whenever such release is consistent with the ability of the Employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subsection 5.4.2 Waiver of Steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established.

Subsection 5.4.3 Time Limits. If the dispute is not presented by the employee within the time limits indicated above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a written complaint, or an appeal thereof, within the specified time limits, the employee may elect to treat the complaint as denied at that step and may appeal the complaint to the next step.

Subsection 5.4.4 Location of Mediation and Arbitration. It is desirable that mediation and arbitration hearings be held within the City of East Grand Forks.

Section 5.5 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 5.3 and the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 5.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 5.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 6: SAVINGS CLAUSE

This Agreement is subject to the laws, ordinances regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step-children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. Employee will be allowed one (1) day of paid leave per year if they are a pall bearer at a funeral. Additional days for funeral leave may be granted at the discretion of the Employer for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation time.

Section 7.2 Jury Duty

All employees will receive an automatic leave of absence when called for jury duty. Employees will be paid by the Employer the difference of their regular compensation and the amount received as a juror (less any amount received for mileage or expense allowance).

Section 7.3 Other Leave

An employee may request a leave of absence without pay for a period of not more than one year. All requests in excess of four working days shall be in writing and directed to the City Administrator. When the request is for more than five (5) working days, the request shall be answered by the City Administrator within two (2) working days. Requests for leaves of absence of more than five (5) days shall be answered within fifteen (15) working days. Requests for leave of absence of more than fifteen (15) working days shall cause the employees date for seniority privileges, if any, to be advanced by the number of days in excess of fifteen working days.

Section 7.4 Parenting Leave

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

Section 7.5 Union Business

Members of the Union selected to participate in Union functions shall be granted a leave of absence without pay for a reasonable time upon request of the Union. Such leave shall not exceed five working days during the calendar year and no more than two (2) Union employees shall be granted this leave during the calendar year.

ARTICLE 8: DISCIPLINE

Section 8.1 Just Cause

The Employer will discipline an employee only for just cause. Discipline will be one or more of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section 8.2 Notification to Union

The employee and the Union will be notified in writing that the employee has been disciplined.

Section 8.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 5 of this agreement.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Non-Dependent (SINGLE) Coverage: Effective January 1, 2024, the EMPLOYER shall contribute **\$820.00** of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEES who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group Aware or High Value Network High Deductible Health Plan (HDHP) options. **January 1, 2025**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.

Subsection 9.1.2 Dependent (FAMILY) Coverage: Effective January 1, 2024, the EMPLOYER shall contribute up to **\$1,900.00** of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group Aware or High Value Network High Deductible Health Plan (HDHP) options. **January 1, 2025**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.

Subsection 9.1.3 Health Savings Account (H S A) - For EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to \$2,800 per calendar year for SINGLE and FAMILY plans. The EMPLOYEE must contribute a minimum of \$1000 per calendar year into the H.S.A. to meet the maximum stated EMPLOYER contribution. EMPLOYER contributions will be made in bi-weekly installments.

Subsection 9.1.4 Scope of Employer Responsibility: The Employer's responsibility

under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Employer has failed to pay required contributions to the insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

The Employer shall purchase at its expense a term life insurance policy in the amount of \$50,000 for the employee.

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 9.3.1 Purpose of this Section: To establish the basis for the AFSCME Council 65 Local No. 3452 (Union) and the Employer to provide for the participation of employees covered by the Labor Agreement between the Union and the Employer in the State of Minnesota, Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

Subsection 9.3.2 Duration: Eligibility for participation by employees in the HCSP will begin effective January 1, 2007 and continue unless specifically terminated by the parties.

Subsection 9.3.3 Administration: The Employer will handle the administrative responsibilities of remitting and accounting for the employees contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for individual employees by majority vote of Local No. 3452 and identified in an accompanying MOU. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union..

Beginning in 2008, all eligible employees will contribute the dollar equivalent of 5% of the unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours

will then be reduced by the number of eligible hours reflected by the employee's contribution.

Subsection 9.3.5 Investment Options: Individual employees may select their individual investment options from the list of options made available to individual employees by the MSRS.

Section 9.4 Disability Insurance.

The Employer shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of this policy for the Chief of Police and Fire Chief positions. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation Benefits.

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

- | | |
|------------------------|--------------------------|
| New Year's Day | Veteran's Day |
| Martin Luther King Day | Thanksgiving Day |
| President's Day | Day After Thanksgiving |
| Good Friday* | Christmas Eve* |
| Memorial Day | Christmas Day |
| Independence Day | New Year's Eve* |
| Juneteenth | One (1) Floating Holiday |
| Labor Day | |

*These holidays begin after the employee has worked one-half of his/her normal workday.

The floating holiday is to be taken at the employee's choice with City Administrator's approval. The employee shall receive one (1) day of pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday. All employees shall receive the same number of holidays.

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

If an employee is required to work by the City Administrator or City Council on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their base hourly rate of pay.

ARTICLE 11: VACATIONS

Section 11.1 All full-time employees hired before January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years	200 hours
20 years	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	80 hours
2 years	90 hours
3 years	100 hours
4 years	110 hours
5 years	120 hours
6 years	130 hours
7 years	140 hours
8 years	150 hours
9 years	160 hours

- Section 11.2 For payroll purposes, time off for vacation will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.
- Section 11.3 Employees hired after January 1, 2018 will have 40 hours of vacation deposited into their vacation accrual bank upon hire. The remaining 40 hours of year 1 vacation will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6-month probationary period will forfeit any unused initial banked vacation and accrued vacation at the point of termination of employment. This section applies to new hires outside the EMPLOYERS organization only. Promotional hires will not receive the 40-hour vacation deposit.

ARTICLE 12: SICK LEAVE

- Section 12.1 Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service with unlimited accumulation of hours. For payroll purposes, time off for sick leave will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.
- Section 12.2 Employees hired after January 1, 2018 will have 48 hours of sick time deposited into their sick accrual bank upon hire. The remaining 48 hours of year 1 sick time will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6-month probationary period will forfeit any unused initial banked sick time and accrued sick time at the point of termination of employment. This section applies to new hires from outside the EMPLOYERS organization only. Promotional hires will not receive the 40-hour sick leave deposit.
- Section 12.3 Earned Sick and Safe Time: The EMPLOYER will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Section 181.9440 – 181.9448. The EMPLOYERS ESST Policy will apply to EMPLOYEES to the extent it does not conflict with this AGREEMENT.
- Section 12.4 Only working days shall be counted when computing sick leave. Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. For absences longer than three (3) days, a written report by a doctor may be requested by the Employer confirming illness, injury or treatment.
- Section 12.5 When an employee is eligible for worker's compensation payments and they are unable to work due to the personal injury qualifying them for such payment, the Employer will pay the complete salary to the employee and the same shall be charged to the employee's sick leave until worker's compensation takes over. Thereafter, the employee may supplement the compensation payments with a portion of the employee's sick leave so that the combination of the two will equal the employee's weekly wage as defined in the workers' compensation law,

unless an Attorney General's opinion or a court of competent jurisdiction determines that such action by the Employer is contrary to law. In the event an employee's sick leave is completely exhausted, the employee will then receive worker's compensation payments only.

Section 12.6 Sick leave may also be used in the case of illness in the immediate family requiring the employee's attendance, and will be for the actual time required, but not to exceed three (3) working days. This time shall be charged against the employee's sick leave account.

Section 12.7 Employees using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 12.8 Upon resignation, retirement, death or disability of an employee, an employee hired before January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) hours, and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours of unused sick leave then accumulated and the pay therefore shall be at the employee's normal rate of compensation then being received.

Section 12.8 Upon the death of an employee, the person designated to receive the payments referenced in Section 12.6 as a result of such death shall be the person authorized in writing by the employee as the beneficiary of such payments. If no such written authorization is received from the employee, the payments shall be paid to the personal representative of the employee's estate in accordance with applicable law.

Section 12.9 At the employees' option, employees hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave will go to the employee's sick leave accumulated during that year. Employees hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. Employees must indicate their intention to sell back the days prior to December 1 of that year.

ARTICLE 13: HOURS OF WORK

Section 13.1 The normal workweek shall be Monday through Friday. The normal workday shall be eight (8) hours per day.

Section 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

Section 13.3 The Chief of Police will be allowed to work extra shifts that are made available through the Traffic Enforcement Grant. Prior to the Chief of Police working extra shifts, they first need to be made available to all eligible Police Officers. When working these shifts the Chief of Police will receive pay equal to his hourly rate of pay (not overtime).

ARTICLE 14: SALARY SCHEDULE

Employees shall be compensated in accordance with the compensation schedule attached to this Agreement and entitled Schedule A. The attached schedule is incorporated by reference and shall be considered part of this Agreement. Commencing January 1, 2024; EMPLOYEES will be placed on the EMPLOYERS adopted 10-step wage scale, and at the Grade, Step, and Anniversary date identified in Schedule A. Any employee not at or above the maximum step in the employee's pay grade scale will receive a one-step increase at the employees negotiated anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period.

If an employee does not receive a review of "Meets Expectations" or higher on the annual review, the employee will be placed on probation subject to grievance procedures outlined in Article 5 of this agreement. The employee will then be placed on probation for no longer than six months, at which time the employee will receive a probationary review. The employee will receive a pro-rated annual step increase after the probation review if the employee receives a probationary review of at least "Meets Expectations."

New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

If another group of employees, union or non-union are awarded a higher cost of living adjustment or higher insurance premium contribution (including HSA contribution), the employees covered by this agreement shall receive the same adjustments granted by the Employer.

ARTICLE 15: MILEAGE REIMBURSEMENT

If an employee needs to travel for official City business outside of the City, then such employee must make reasonable efforts to find out whether a City vehicle is available for such travel. If a City vehicle is available for such travel, then the employee must use such vehicle. If a City vehicle is not available for such travel, then the employee may use his personal vehicle to travel. If the employee uses his personal vehicle for such travel, then the employee shall be reimbursed for business miles at the standard mileage rate issued by the Internal Revenue Service if he or she provides the information to the City Administrator required by him or her.

ARTICLE 16: WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 17: TERMINATION AND MODIFICATION

This Agreement shall remain in full force and effect for a period commencing on January 1, 2024, and remaining in effect through December 31, 2025, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on the latest dated affixed to the signatures hereto.

City of East Grand Forks

**American Federation of State, County,
and Municipal Employees, Council 65**

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A
AFSCME Council 65 Compensation Plan

Job Classification	Pay Grade
Library Director	20
Police Chief	23
Parks and Recreation Superintendent	20
Finance Director	22
Fire Chief	22
Public Works Director	22
Community Development Director	20

- For current EMPLOYEES the following pay grade/step and anniversary date considerations will be in effect, beginning January 1, 2024, and the subsequent pay schedules will be in effect for the duration of this AGREEMENT.
 - Library Director: Grade 20/Step 9/next anniversary date of January 1, 2025
 - Chief of Police: Grade 23/Step 8/next anniversary date of January 1, 2025
 - Parks & Recreation Supt: Grade 20/Step 2/next anniversary date is Sept. 26, 2024
 - Finance Director: Grade 22/Step 9/next anniversary date of January 1, 2025
 - Fire Chief: Grade 22/Step 6/next anniversary date is June 2, 2024
 - Public Works Director: Grade 22/Step 9/next anniversary date is January 1, 2025
 - Community Development Director: Grade 20/Step 9/next ann. date is Jan. 1, 2025

Pay Schedule 2024

The following schedule represents a 3% increase from the 2023 schedule.

	Step									
	1	2	3	4	5	6	7	8	9	10
20	83,617.87	87,217.10	90,794.91	94,372.72	97,971.95	101,549.76	105,148.99	108,726.80	112,154.64	115,518.21
22	93,087.28	97,072.14	101,057.01	105,041.87	109,026.74	113,011.60	117,017.89	121,002.75	124,816.22	128,565.42
23	98,914.61	103,135.14	107,377.09	111,597.62	115,860.99	120,102.94	124,323.47	128,565.42	132,678.83	136,663.70

Pay Schedule 2025

The following schedule represents a 3% increase from the 2024 schedule.

	Step									
	1	2	3	4	5	6	7	8	9	10
20	86,132.80	89,835.20	93,516.80	97,198.40	100,900.80	104,582.40	108,305.60	111,987.20	115,523.20	118,996.80
22	95,867.20	99,985.60	104,104.00	108,201.60	112,299.20	116,396.80	120,536.00	124,633.60	128,564.80	132,412.80
23	101,899.20	106,225.60	110,593.60	114,940.80	119,329.60	123,697.60	128,044.80	132,412.80	136,656.00	140,753.60

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EAST GRAND FORKS
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65, MINNESOTA AFL-CIO

This Memorandum of Understanding is entered into between the City of East Grand Forks (hereafter “City”) and American Federation of State, County and Municipal Employees, Council 65, Minnesota AFL-CIO, (hereafter “Union”).

Agreement

HEALTH CARE SAVINGS PLAN

The City will handle the administration responsibilities and accounting for the Union CONTRIBUTIONS to the Minnesota State Retirement System (MSRS) as required by MSRS.

All EMPLOYEES eligible for severance pay for unused vacation and sick leave under this Agreement shall have 0% of their eligible vacation and 100% of their eligible sick balances directed to the MSRS Health Care Savings Plan.

City of East Grand Forks

**AFSCME
Council 65**

Mayor

Business Agent

Dated: _____

Dated: _____

City Administrator/Clerk-Treasurer

Union Steward

Dated: _____

Dated: _____

Accounts Payable

Check Register Totals Only

User: mnelson
 Printed: 12/15/2023 - 12:08 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41689	12/19/2023	ACM001	Acme Electric Companies	1,011.59	0
41690	12/19/2023	ADV001	Advanced Business Methods Inc	199.95	0
41691	12/19/2023	ALL011	Allstream	157.98	0
41692	12/19/2023	AME005	Aramark Uniform Services	275.33	0
41693	12/19/2023	ATV001	Auto Value Grand Forks	274.99	0
41694	12/19/2023	BER001	Bert's Truck Equipment	143.40	0
41695	12/19/2023	BDL001	Bobcat of Detroit Lakes	4,292.61	0
41696	12/19/2023	GFF001	Timothy Brooks	402.39	0
41697	12/19/2023	C&R001	C&R Cleaners & Laundry	292.60	0
41698	12/19/2023	CEN006	Century Link	311.88	0
41699	12/19/2023	COM003	Complete Pest Control Inc	1,150.00	0
41700	12/19/2023	COU008	Countrywide Sanitation Company	40,080.71	0
41701	12/19/2023	DAK006	Dakota TV & Appliance	1,932.55	0
41702	12/19/2023	DDA001	DDA Human Resources, Inc	8,500.00	0
41703	12/19/2023	EGF006	EGF City Petty Cash Ckng	1,043.42	0
41704	12/19/2023	EME001	Emergency Apparatus Maintenance In	143.99	0
41705	12/19/2023	GAL003	Galstad Jensen & McCann PA	23,274.26	0
41706	12/19/2023	GLO003	Global Safety Network, Inc.	84.24	0
41707	12/19/2023	GFW001	Grand Forks Welding & Machine	1,824.18	0
41708	12/19/2023	REY001	Harbott Knutson Larson & Holten PLI	14.00	0
41709	12/19/2023	HAW001	Hawkins Chemical	1,589.86	0
41710	12/19/2023	HOM001	Home of Economy	37.95	0
41711	12/19/2023	IRO001	Ironman Welding Inc	220.00	0
41712	12/19/2023	JOH026	Johnson Controls	1,850.00	0
41713	12/19/2023	K&K001	K&K Trucking Inc	780.00	0
41714	12/19/2023	KEN002	Kennedy & Graven, Chartered	934.50	0
41715	12/19/2023	KIE001	Kiesler Police Supply, Inc.	76.37	0
41716	12/19/2023	HAR081	Local Ace	33.97	0
41717	12/19/2023	HAR082	Local Ace	53.98	0
41718	12/19/2023	HAR086	Local Ace	22.36	0
41719	12/19/2023	HAR089	Local Ace	79.99	0
41720	12/19/2023	LOC001	Locators & Supplies Inc	78.70	0
41721	12/19/2023	MPO001	Metropolitan Planning Organization	9,154.51	0
41722	12/19/2023	MPW001	Minnesota Pump Works	4,399.00	0
41723	12/19/2023	MND003	MN Dept of Labor & Industry	100.00	0
41724	12/19/2023	MTI001	MTI Distributing Company	2,860.32	0
41725	12/19/2023	NOR024	Northland Yard Service	232.50	0
41726	12/19/2023	ORE001	O'Reilly Automotive, Inc.	209.99	0
41727	12/19/2023	OPP001	Gregory T Opp	48,070.10	0
41728	12/19/2023	EXP002	Page 1 Publications, Inc.	479.15	0
41729	12/19/2023	PET001	Peterson Veterinary Clinic P.C.	199.00	0
41730	12/19/2023	PKM001	PKM Electric Cooperative, Inc	1,205.28	0
41731	12/19/2023	PRA006	Praxis Strategy Group	2,712.50	0
41732	12/19/2023	PRE001	Premium Waters Inc	41.19	0
41733	12/19/2023	R&R001	R&R Specialties of Wisconsin Inc	726.65	0
41734	12/19/2023	REL002	Reliance Telephone System	220.00	0
41735	12/19/2023	SAF002	Safety-Kleen Systems, Inc.	1,966.77	0
41736	12/19/2023	ROT001	Schwingler Enterprises, Inc.	365.00	0
41737	12/19/2023	SIM001	Simonson Station Stores	28.07	0
41738	12/19/2023	SRF001	SRF Consulting Group Inc	10,166.27	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41739	12/19/2023	PRA005	The Practice Place, PLLC	120.00	0
41740	12/19/2023	RET001	The Retrofit Companies Inc	3,348.25	0
41741	12/19/2023	TRU003	True North Equipment	901.38	0
41742	12/19/2023	USB002	US Bank	550.00	0
41743	12/19/2023	USB005	US Bank Corporate Payment System	8,484.15	0
41744	12/19/2023	VAL002	Valley Truck Parts and Services Inc.	317.97	0
41745	12/19/2023	VER001	Verizon Wireless	887.42	0
41746	12/19/2023	WAL007	Wallwork Truck Center Grand Forks	5.58	0
41747	12/19/2023	WAT001	Water & Light Department	55,444.31	0
41748	12/19/2023	WID001	Widseth Smith Nolting & Associates	32,165.00	0
41749	12/19/2023	XCE001	Xcel Energy	4,951.86	0
				<hr/> <hr/>	
Check Total:				281,479.97	
				<hr/> <hr/>	