

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 2, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A 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.”

ANNUAL BUSINESS:

1. SET TIME AND HOUR OF REGULAR CITY COUNCIL MEETINGS

Consider adopting Resolution No. 24-01-01 a Resolution to set time and hour of regular City Council Meetings and Work Sessions.

2. DESIGNATE OFFICIAL NEWSPAPER

Consider adopting Resolution No. 24-01-02 a Resolution to designate The Exponent as the official newspaper.

3. DESIGNATE FINANCIAL DEPOSITORIES

Consider adopting Resolution No. 24-01-03 a Resolution to designate the following financial depositories.

- (A) American Federal
- (B) Frandsen Bank & Trust
- (C) RBC Wealth Management
- (D) PMA - 4M Fund

4. DESIGNATE ACH ORIGINATION & ONLINE BANKING

Consider adopting Resolution No. 24-01-04 a Resolution authorizing Persons listed below (subject to any expressed restrictions) is authorized for ACH origination and for online banking:

Name and Title

- (A) Steven Gander, Mayor

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.

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

APPROVAL OF MINUTES:

- 5. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of December 12, 2023.
- 6. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of December 19, 2023.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA: NONE

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.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

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

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

- 8. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Home Run Club to hold a raffle at the East Grand Forks Senior High School located at 1420 4th Ave NW East Grand Forks, MN 56721 on January 19, 2024 and waive the 30-day waiting period.
- 9. Consider approving the purchase of Motorola portable radios for the Police Department from Stone’s Mobile Radio for a total of \$183,701.25 utilizing the additional public safety funds received from the State.
- 10. Consider approving the purchase of the Motorola portable radios for the Fire Department from Stone’s Mobile Radio for a total of \$31,563.00 utilizing the additional public safety funds received from the State.
- 11. Consider adopting Resolution No. 24-01-05 approving and adopting the Sick Time Policy to provide and incorporate guidelines and procedures regarding the appropriate accumulation and use of Earned Sick and Safe Time and to be included in the City’s Personnel Policy.

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.

12. Consider adopting Resolution No. 24-01-06 approving and adopting the Cell Phone Policy to provide and incorporate guidelines and procedures and to be included in the City's Personnel Policy.
13. Consider approving the Labor Agreement for 2024-2025 between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152.
14. Consider approving the Extension Amendment to the Memorandum of Understanding between the City of East Grand Forks and Bird Rides Inc for the electric scooter sharing system in the city.
15. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the American Crystal Sugar Company to have AE2S conduct a study to identify infrastructure and a rate structure which the cost would be reimbursed by American Crystal Sugar Company.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

Meeting days and times will be determined after the 1st meeting of the year.

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.

RESOLUTION NO. 24 – 01 – 01

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

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, regular city council meetings will be held on the first and third Tuesdays of each month at 5:00 p.m. and the work sessions will be held on the second and fourth Tuesdays of each month at 5:00 p.m. for the 2023 year.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of January, 2024.

Mayor

RESOLUTION NO. 24 - 01 - 02

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

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that *The Exponent* is hereby designated as the 2024 official city newspaper, in which shall be published all matters indicated in Section 10.01 of the City Charter.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of January, 2024.

Mayor

RESOLUTION NO. 24 - 01 - 03

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

WHEREAS, the following institutions have presented a proposal to act as depository of City funds and has filed an Assignment of Securities in Lieu of Bond by Public Depository with the Administrator/Clerk-Treasurer of the City of East Grand Forks, Minnesota; now therefore,

BE IT RESOLVED, by the City Council of the City of East Grand Forks, Minnesota, that the said proposals be hereby accepted and made a part hereof by reference and that the following listed financial institutions, be hereby designated as depositories for the next year in which the Administrator/Clerk-Treasurer of the City shall keep and deposit monies of the City until a new designation is made, subject to the condition that other or additional depositories may be designated at any time:

American Federal
Frandsen Bank & Trust
RBC Wealth Management
PMA - 4M Fund

BE IT FURTHER RESOLVED, that the securities as itemized on the Assignment of Securities filed with the Administrator/Clerk-Treasurer, be hereby approved as security for City Deposits and that the Assignment of Securities be made a part hereof by reference.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is authorized to accept future securities as authorized by law for City deposits.

BE IT FURTHER RESOLVED, that there be no maximum amount which may so be deposited in said depository and that said depository shall furnish proper securities as stipulated by statute.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is hereby authorized for and on behalf of the City to open or continue an account or accounts with and on behalf of the City to open or continue an account or accounts with said depositories and to execute and deliver to said depositories signature card or cards supplied by said depositories containing specimen signatures of officers or other persons hereinafter named and assenting to said depositories' rules and regulations governing accounts, and is also authorized for and on behalf of the City to endorse or cause to be endorsed and to deposit or cause to be deposited in such account or accounts from time to time checks, drafts and other instruments and funds payable to or held by the City.

BE IT FURTHER RESOLVED, That checks, drafts and other withdrawal orders and any and all other directions and instructions of any character with respect to funds of the City now or hereafter with said depositories may be signed by any two of the following, with the exception that the Administrator/Clerk-Treasurer is authorized to make withdrawals and deposits for investment by himself:

Steven Gander, Mayor
Reid Huttunen, City Administrator/Clerk-Treasurer
Karla Anderson, Finance Director

and said depositories are hereby fully authorized to pay and charge to such account or accounts any checks, drafts and other withdrawal orders so signed, and to honor any directions or instructions so signed, whether or not payable to the individual order of or deposited to the individual account.

BE IT FURTHER RESOLVED, that the Administrator/Clerk-Treasurer is hereby directed to remit funds for payment of both principal and interest as the same become due on all issues of City of East Grand Forks Bonds, Certificates, and other instruments of indebtedness, to the paying agent specified therein.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd day of January, 2024.

Mayor

RESOLUTION NO. 24 - 01- 04

CORPORATE AUTHORIZATION RESOLUTION

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

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

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

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

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

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

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of January, 2024.

Mayor

**UNAPPROVED MINUTES
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 12, 2023 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, December 12, 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 (5:01pm), 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, 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 A QUORUM:

The Council President Determined a Quorum was present.

1. Request to File Plans and Specifications and Proceed with Advertising for Bids for the 2023 City Project No. 2 LaFave Park Improvements – Steve Emery

Mr. Emery reminded the Council they had received bids last May for this project, they came in much higher than expected, the bids were rejected, and the plan was to rebid the project in the winter. He explained the bid was split into three proposals allowing for flexibility when awarding the project. Mr. Huttunen stated the City had received additional funding which still needed approval from the Legislature and there was a 20% local match. Mr. Emery said it would be brought forward the following week for approval.

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

2. Discussion on Demers Avenue Traffic Signal Replacement Project – Steve Emery

Mr. Emery stated the City had entered into an agreement with the Minnesota Department of Transportation (MNDOT) for the traffic signal replacement at 2nd Street and 4th Street along Demers Avenue. He explained only one bid was received which was higher than expected, if it was awarded the City's share would have increased from \$283,000 up to \$562,000, so he reached out to MNDOT to ask what their plan was, and found out they were considering rejecting bids. He said they were reviewing how they might move forward and asked what the consensus was from the Council on how to move forward. Discussion followed about the material costs were much higher than expected, how the road by Cabela's was not owned by the City so they might want to ask Cabela's to participate in the cost, and the priority was to

change the traffic signals at the intersection of 4th Street NW and Demers Avenue NW. Mr. Emery said he would bring the feedback to MNDOT.

This item will be brought back to a future meeting.

3. School Resource Officer Update – Michael Hedlund

Chief Hedlund stated the Memorandum of Understanding (MOU) for the School Resource Officer had been suspended, discussions had continued with the school during this time, and they were working on trying to get the School Resource Officer back in the school. He said they were working on updating the MOU for the remainder of the school year. Council President Olstad asked to have that brought back to a work session for review.

This item will be brought back to a future meeting.

4. Requesting Authorization to Hire – Jason Stordahl

Mr. Stordahl stated there was a vacancy in the supervisor position in Public Works, they reviewed positions, and were able to combine some duties. He said the positions had been reappointed with one dropping a grade and one increasing by a grade, the job descriptions had been reviewed by the Civil Service, and he would like to start an internal hiring process. Mayor Gander asked if the jobs fit in the budget. Mr. Stordahl said they did.

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

5. Discussion on the Proposed 2024 Budget – Reid Huttunen

Mr. Huttunen said they were handing out updated documents, they were able to come to an agreement with three of the unions with one still outstanding, so changes had been made. He explained they reduced the amount in the budget for the Accounting Technician position because it would not be hired until June or July, expenses were reduced in Public Works, and they were trying to be conservative in estimates but at this time the deficit was now at \$64,500. He stated the Senior Citizen Board had met earlier in the day, many were interested in what was happening with the Senior Center and director position, how there were discussions about the elimination of director position or if the hours of the director would be reduced. He said if the hours were cut benefits would be prorated, time would be needed if activities were to be moved to the library, and they would need to determine what programming would be like and what staff or volunteers would be running things and again transition time would be needed.

Ms. Helgeson reviewed what had been discussed regarding programming, how library and parks staff could be split 20 hours per week for senior programming, their current scheduled programs could take place between 10am-3pm at the library, they might not be able to continue all programming but they would also rely on volunteers to help with the programming. Mr. King stated things worked out on paper but there were many unknowns and there would be bumps they would have to deal with along the way. He added staff would have to work out of the office at the Senior Center and they would also need to talk to Lutheran Social Services (LSS) and see if there was anything they could help with because of the additional maintenance costs due to the commercial kitchen so they would need to determine if they wanted to maintain or sell the building. He stated they would also need to address the stove soon as well. Ms. Helgeson said they need to determine the long-term plans because many things would need to change.

Mr. King added programming could remain the same but attention given to the members might be different than what they get now. Council member Helms asked if they would have things in the evenings and on weekends. Mr. King said the current hours of the Senior Center were 8am to 4:30pm Monday through Friday.

Council member Peterson stated plans had been proposed, direction was needed, transition time would also be needed if changes were made, and to consider other ways to utilize the space because they could rent out the building after hours to try and help offset costs. Council President Olstad asked who rented the facility. Mr. King said it was a church group and there were other sporadic rentals. Mayor Gander stated unless it was requested, he did not want to see these programs rolled into an arena space or the library. He asked what they would want in a facility. Council member Peterson told the Council the food program used to send out 10 to 15 meals a day and now that had increased to 85 up to 100 meals per day so that was something to consider. She added it would take LSS 9 months to a year to move into another space. She commented how it was a great service and it brought the seniors together. Discussion followed about how there was a local senior center that ran its own food program, that was also privately owned, if the building was put up for sale it could sell faster than expected, LSS could partner with a fraternal organization or a church, and they don't want to lose any programs but rather add more programming.

Mr. King stated direction was needed from the Council to reach a solution. Council member Vetter suggested putting the building up for sale on January 1st. Mayor Gander said there should be a free-standing Senior Center unless they wanted to move into a different location. Council member Peterson said they needed to work with the Senior Citizen Board to develop a plan, they had a feeling of discourse, and if the building was sold February 1st they did not have a place to move into. Mr. King said a director would be needed for a smooth transition. Council member Pokrzywinski asked if the deficit included the director position or not. Mr. Huttunen said the budget included the director position for the full year. Council member Pokrzywinski said if the position was eliminated, they would then have a surplus. Mr. Huttunen said it would depend on when the position would be eliminated. Council member Pokrzywinski asked about carryovers. Mr. Huttunen said there would be carryovers from 2023 and would be spent in 2024. Council member Pokrzywinski said he did not see a need to sell the building, they could keep the position, and keep the discussion going.

Council President Olstad reminded the Council about the process that had taken place, many positions had been discussed over the last several months, and they were trying to find long term savings. Council member Larson stated there had been great comments, he did not see a need to sell the building, there could be many things there in the future, and they should look at efficiencies while trying to bring in more revenue. He added they would be having the same conversation the following year so they would be revisiting this again.

Ms. Dottie Stone stated she was confused because LSS had not been talked, this was the seniors place to go and do things. She said the Council needed to look at the big picture, look at all the avenues, ways to raise funds, and asked why they were not planning ahead. Council President Olstad explained how they had planned ahead with a space in the expansion of the arenas, that had to be scaled back, and now they had to wait on the vote in 2024. He stated they were trying to figure out what to do because they were looking at the city as a whole and were looking at every department. He added they had talked with LSS before as well. Discussion followed about how the city found out it could receive 10 cents per meal, how it was unlikely due to the cost of the meals, but then there was also discussion about possible rent for the use of the facility that would be around \$200 or \$300 per month which would help but utility bills totaled \$15,000 to \$20,000 per year. More discussion followed about how they have tried to get LSS to apply for

grants to help bring in more funds. Mayor Gander said he wanted to exceed expectations and they need to do right by the seniors. Ms. Stone stated that they enjoyed the building, the meals, and they wanted to keep it all in one space. Council member Peterson said they would keep working with the Board because they need to know what were wants and what were needs.

Council member Dale asked if the same programs were offered at both the library and senior center. Ms. Helgeson said they did not have the same programs, but the library did see many seniors that utilized the library. Council member Helms informed the Council 56% of the city residents had library cards, 60% of seniors had library cards, and the library was a very busy place so they needed to work together to figure things out. Ms. Judy DelValle introduced herself as the Senior Center Director and told the Council trying to increase programs while reducing staff would be a failure. She has encouraged many people to attend events at the Senior Center, how some people have already come to check out the building, and asked why these people were checking out the building if it was not up for sale. Council President Olstad stated the Council had not told anyone to go and look at the building. Discussion followed about how some were told the building would sell fast and Council member Vetter said he was asked about it but told the people to present an offer to the city which had not been done.

Ms. DelValle said she had improved programs, people enjoyed themselves at the center, and she has dealt with a variety of things including seniors crying on the phone. She stated how the center was a place for seniors to go and socialize and participate in activities to keep their brains going. She added that seniors had already raised funds throughout their life so they should be able to just enjoy. She added they would get more rentals if people were allowed to rent out the kitchen and if they were allowed to bring in alcohol. She mentioned how rental rates were different between the center and the library and suggested the possibility of selling the Nash Park Warming House instead because so much was done for the youth in the community but not for the seniors. Mayor Gander said again that he was not aware of anyone that wanted to buy the building and they were trying to make things manageable. Discussion followed about the programming, how use of the meal service had grown, they have called for welfare checks on members, and if there were grants available. Ms. DelValle said she was never told to look for grants. Mr. Huttunen stated many of the grants require applicants to be non-profit and how Ms. DelValle had worked on and received some grants. More discussion followed about how the discussion would continue.

Mr. Huttunen continued with other parts of the budget. Council member Larson asked about the general fund carryover and if that was a one-time savings or if it was ongoing. Mr. Huttunen said it was one-time savings and the changes in salaries were accounted for. Council President Olstad asked if they would bring forward a 6% levy. Mayor Gander said no because they need to be mindful of the taxpayers. Council President Olstad asked about where the reserves would be at. Ms. Anderson said it would be at 48% because there were more savings from 2023. Discussion followed about how that had increased from 44% up to 48%, how this had changed, how the State recommended the fund balance to be between 35% up to 50%, how the parks truck was budgeted in both years, so those funds would need to come from the reserves to be spent in 2024, and that changed the \$64,500 deficit down to a \$14,500 deficit. More discussion followed about the fund balance, what the percentage would be with a 5% levy, and that information would be available at the next meeting.

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

6. SRF Consulting Bridge Study Planning Funding Opportunity – Reid Huttunen

Mr. Huttunen said there had been a bridge meeting, there was a new funding opportunity that could be

used for planning, there was a short turnaround, millions could be awarded and there was no local match required. He stated it would cost around \$25,000 up to \$30,000 to have the application completed and the City could take the lead on the project just like the bridge study. Discussion followed about how it could be added as an amendment to the current contract and the question was asked of all the entities had to agree to move forward with the grant process. Mayor Gander said it would be short-sighted to not apply for the funds. Council member Larson stated the City was the lead entity, letters of support would be favorable from elected officials at all levels of government, try for cost sharing, the funds were only available for planning and design, there was potential savings if the current contract was amended, and this was a great opportunity. Council President Olstad asked to stay updated about the process.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE DECEMBER 12, 2023 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:52 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 19, 2023 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, December 19, 2023 was called to order by Council Vice-President Riopelle 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 (joined via Interactive Technology), 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, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council Vice-President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

Council Vice-President Riopelle 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 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.

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

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER OLSTAD, TO OPEN THE PUBLIC HEARING.

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

Voting Nay: None.

Chief Hedlund explained the City was a part of the regional special operations group, the group had acquired enough drones for all members to have access to one while on shift, and Minnesota Statute required a policy regarding usage of the drones. There were no questions.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO CLOSE THE PUBLIC HEARING.

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

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 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.
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.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS FIVE (5) THROUGH SEVEN (7).

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT POLICY DIRECTIVE 46.2.1 PROVIDING THE GUIDELINES FOR THE USE OF THE UNMANNED AIRCRAFT SYSTEMS FOR THE EAST GRAND FORKS POLICE DEPARTMENT.

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

Voting Nay: None.

- 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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT 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.

Ms. Ellis stated the public hearing was held at the Planning Commission, the information included the transportation plan and levels of services. She said the commission recommended approving the plan as it was which included keeping the intercity bridge in the plan and listed in the illustrative projects. She added many things had been discussed at the Technical Advisory Committee, but the committee moved the plan forward as it was. Ms. Halford informed the Council the plan had been presented at the Grand Forks council meeting; they had originally wanted to remove everything for an intercity bridge, but ended up removing the intercity bridge from the illustrative project list. She added if the City approved the plan as it was, the Metropolitan Planning Organization Executive Board would make the final decision. Council member Vetter asked if what they were voting on included the intercity bridge on the illustrative list. Ms. Halford said it did.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT 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.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE 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.

Ms. Ellis explained the request was for a special use permit, the site had been grandfathered in which had a permanent concrete plant but a temporary one was needed for a project in 2024, the route used would be Business Highway 2, 5th Avenue NE, and then over to Highway 220. She stated they were expecting 200 to 300 trucks per day, the roads used were collector or arterial roads which could handle the traffic, there were no suggested hours of operation because the work was being done out of town, and there were no hours set for traffic. She added they might be requesting a temporary plant as needed and would come back with a separate application if there was interest. She said there were representatives at the meeting to answer any questions. Mayor Gander stated the site was looking very good, he was glad they were in the City, it was a good site to grow on, and he would support reasonable growth at that site. Ms. Ellis told the Council she had not received any calls or informed of any concerns about the permit and they were located in the general industrial zone.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER HELMS, TO GRANT 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.

Ms. Ellis explained some property lines were going to be moved because they were looking at splitting things up and selling some of the property. She added they were making sure easements were in place and having an encroachment agreement in place would allow for repairs to be done. She said the City would be removed from liability and the additional information would be recorded with the plat so the request for final approval would be brought forward in January.

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

Voting Nay: None.

15. Consider declaring tempered glass as surplus and authorize the sale of the glass to Northwood Hockey Boosters for \$2,500.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER VETTER, TO DECLARE TEMPERED GLASS AS SURPLUS AND AUTHORIZE THE SALE OF THE GLASS TO NORTHWOOD HOCKEY BOOSTERS FOR \$2,500.

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

Voting Nay: None.

16. Consider adopting Resolution No. 23-12-84 approving a 5% increase to the 2023 tax levy, collectable in 2024.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-12-84 APPROVING A 5% INCREASE TO THE 2023 TAX LEVY, COLLECTABLE IN 2024.

Ms. Anderson asked if there were any questions and informed the Council this included spending \$174,000 from the fund balance and it was estimated the fund balance would be at 49% for 2024 based on the savings expected from 2023. Mayor Gander thanked everyone that worked through this process. Ms. Anderson also thanked everyone, reminded everyone how the work started in February with the finance committee, and thanked Council members Vetter and Peterson for their work serving on the finance committee.

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

Voting Nay: None.

17. Consider adopting Resolution No. 23-12-85 approving the 2024 budget and to authorize specific financial related activities.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-12-85 APPROVING THE 2024 BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES.

Ms. Anderson stated the budget showed what was being planned to spend from the general fund, capital outlay, special revenue, and enterprise funds.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT 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.

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

Voting Nay: None.

19. Consider approving the internal hiring process for a Public Works Supervisor.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE INTERNAL HIRING PROCESS FOR A PUBLIC WORKS SUPERVISOR.

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

Voting Nay: None.

20. Consider approving the internal hiring process for a Public Works Foreman.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE INTERNAL HIRING PROCESS FOR A PUBLIC WORKS FOREMAN.

Mayor Gander commented how changes in a department could have a ripple effect and thanked Mr. Stordahl for having to handle more items because of the changes within the Public Works Department.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE 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.

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

Voting Nay: None.

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.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE LABOR AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR 2024-2025 BETWEEN THE CITY OF EAST GRAND FORKS AND THE ASFCME COUNCIL 65.

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

Voting Nay: None.

CLAIMS:

23. 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 POKRZYWINSKI, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander reminded everyone about the discussion regarding economic development, there was discussions about how there was room to do better, Mr. Gary Shields had been a part of that discussion and other discussions about having a group outside of the Chamber, but at this time he had starting talking to the Chamber. He added that there was momentum building, Mr. Shields was a part of the Eagles Club, it was a nice venue, and they were wanting to grow. He added there was discussion about what could be done in the Highway 2 and Highway 220 corridors moving forward. He reminded everyone that the results of the study would be available soon.

Council Member Vetter stated the budget was passed for 2024, they should not lose traction, they will need to continue to look at staffing levels, and asked department heads to keep bringing ideas forward.

Council Member Pokrzywinski wished everyone a Merry Christmas.

Council Member Riopelle wished staff a Merry Christmas and safe travels.

Council Member Helms said Mr. Shields was very vocal about the community and he was glad to hear that the corridors were included in the discussions.

Council Member Larson thanked everyone for their efforts on the budget and wished everyone a Merry Christmas.

Council President Olstad wished everyone a Merry Christmas, thanked staff and department heads for the work done on the budget, and safe travels to those traveling.

Mr. Huttunen also thanked everyone for the work on the budget and stated there were a few in the audience that might have questions about the Senior Center so he clarified the services and staffing had been included in the 2024 budget, they will be looking at ways to bring in additional revenues, and there would be a slow, long approach to determine how to move forward. He reminded everyone there was no meeting the following week so the next meeting would be on January 2nd.

Mr. Emery wished everyone a Merry Christmas and Happy New Year.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE DECEMBER 19, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:30 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on December 6, 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, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on November 15, 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 \$392,401.73.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to authorize the approval of Change Order No. 1 for the 2023 Watermain Replacement Project.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to award Water Treatment Chemicals and Two Year Guaranteed Cost Contract bids as indicated on the 2024 Chemical Bid Tabulation Sheet.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to adjourn at 8:16 am to the next regular meeting on December 20, 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

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: East Grand Forks Home Run Club Previous Gambling Permit Number: X-05570-23-016

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1846179

Mailing Address: PO Box 611

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

Name of Chief Executive Officer (CEO): Deane Stinar

CEO Daytime Phone: 218-779-7780 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): egfhomeclub@yahoo.com

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): East Grand Forks Sr. High School

Physical Address (do not use P.O. box): 1420 4th Ave NW

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

Date(s) of activity (for raffles, indicate the date of the drawing): 1/19/24

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.

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: Deane Stinar Deane Stinar Date: 12/26/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Deane Stinar

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 Depart-

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 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.

Request for Council Action

Date: 12/22/2023

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

Cc:

From: Michael S. Hedlund – Chief of Police

RE: Request to Purchase Portable Radios

Background: The existing portable radios used by the East Grand Forks Police Department have reached a point where they will no longer be serviced by Motorola. We have a quote to replace these radios through Stone's Mobile Radio for \$183,701.25.

Budgetary Impact: The funding for this purchase is coming from the special Public Safety funding that was provided by the State of Minnesota.

Recommendation: That the East Grand Forks City Council authorize the purchase of Motorola portable radios through Stone's Mobile Radio per the attached quote.

Attachments: Stone's Mobile Radio Quote

Billing Address:

 EAST GRAND FORKS POLICE
 520 DEMERS AVE
 EAST GRAND FORKS MN, 56721

Quote Date: 2023-02-27

Expiration Date: 2024-02-04

Contract Name: 20927 - MN DOT 209493

Quote Created By:

Kevin Praska

kevin@stonesmobileradio.com

Customer: EAST GRAND FORKS POLICE

Currency: USD

Contact Name: Michael Hedlund

Contact Email: mhedlund@egf.mn

Contact Phone: (218) 773-2283

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC	Parametric Data
1	APX™ 6000 Series H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE.	27	\$3,595.00	\$97,065.00	28.00%	\$1,006.60	\$2,588.40	\$69,886.80	0481	
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP).	27	\$110.00	\$2,970.00	28.00%	\$30.80	\$79.20	\$2,138.40	0481	
1b	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH.	27	\$115.50	\$3,118.50	31.43%	\$36.30	\$79.20	\$2,138.40	0481	
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING.	27	\$330.00	\$8,910.00	28.00%	\$92.40	\$237.60	\$6,415.20	0481	
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE.	27	\$184.00	\$4,968.00	0.00%	\$0.00	\$184.00	\$4,968.00	0185	
1e	QA00580AC	ADD: TDMA OPERATION.	27	\$495.00	\$13,365.00	28.00%	\$138.60	\$356.40	\$9,622.80	0481	
1f	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	27	\$879.00	\$23,733.00	28.00%	\$246.12	\$632.88	\$17,087.76	0481	
1g	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	27	\$165.00	\$4,455.00	28.00%	\$46.20	\$118.80	\$3,207.60	0481	
1h	QA09008AA	ADD: GROUP SERVICES.	27	\$165.00	\$4,455.00	28.00%	\$46.20	\$118.80	\$3,207.60	0481	
1i	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	27	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0481	
1j	QA09001AB	ADD: WIFI CAPABILITY.	27	\$330.00	\$8,910.00	28.00%	\$92.40	\$237.60	\$6,415.20	0481	
1k	H38BT	ADD: SMARTZONE OPERATION.	27	\$1,320.00	\$35,640.00	28.00%	\$369.60	\$950.40	\$25,660.80	0481	
1l	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION.	27	\$567.00	\$15,309.00	28.00%	\$158.76	\$408.24	\$11,022.48	0481	
1m	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY.	27	\$814.00	\$21,978.00	28.00%	\$227.92	\$586.08	\$15,824.16	0481	
1n	QA09113AB	ADD: BASELINE RELEASE SW.	27	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0481	
	Standalone Items										
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG.	27	\$169.56	\$4,578.12	28.00%	\$47.48	\$122.08	\$3,296.16	0785	
	Standalone Items										
3	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL.	27	\$142.56	\$3,849.12	27.00%	\$38.49	\$104.07	\$2,809.89	0372	

Net Total \$183,701.25
Estimated Tax \$0.00

Estimated Freight \$0.00
Grand Total \$183,701.25

Request for Council Action

Date: 12/27/2023

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

Cc: File

From: Fire Chief Jeff Boushee

RE: Portable Radio Purchase

Background:

We currently have 10 portable radios that are issued to our fulltime staff that will no longer be serviceable after 2025. With that I have budgeted for the replacement of these radios in the 2025 CIP. In planning the use of Public Safety Aid funds, we planned to move this purchase to 2024 and remove it from the 2025 CIP.

Budget Impact:

We would use Public Safety Aid funds to purchase 10 portable radios at the cost of \$31,563.00.

Recommendation:

Authorize the Fire Dept. to purchase 10 portable radios from Stone's Mobile Radio for the cost of \$31,563.00 using Public Safety Aid funds.

Enclosures: Stones Mobile Radio Quote # 2446388



Quote Number: QUOTE-2446388

Billing Address:

EAST GRAND FORKS FIRE DEPT, CITY OF
 E GRAND FORKS FIRE DEPT, CITY OF
 EAST GRAND FORKS MN, 56721

Quote Date: 2023-12-08
Expiration Date: 2024-01-20
Contract Name: 20476 - SIRN 111

Quote Created By:

Kevin Praska

kevin@stonesmobileradio.com

Customer: EAST GRAND FORKS FIRE DEPT, CITY OF

Currency: USD

Contact Name: Jeff Boushee

Contact Email: jboushee@egf.mn

Contact Phone: 218-773-2403

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC	Parametric Data
	APX™ 4000 Series										
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT.	10	\$2,425.28	\$24,252.80	40.00%	\$970.11	\$1,455.17	\$14,551.70	0426	
1a	H499JU	ENH: SUBMERSIBLE (DELTA T).	10	\$275.00	\$2,750.00	40.00%	\$110.00	\$165.00	\$1,650.00	0426	
1b	QA04934AA	ALT: ALT: IMPRES LI-ION 2500MAH RUGGED UL/DELTA T (NNTN8560).	10	\$57.75	\$577.50	40.00%	\$23.10	\$34.65	\$346.50	0426	
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM.	10	\$1,727.00	\$17,270.00	40.00%	\$690.80	\$1,036.20	\$10,362.00	0426	
1d	HA00688AA	ADD: 7Y ESSENTIAL SERVICE LTP.	10	\$280.00	\$2,800.00	0.00%	\$0.00	\$280.00	\$2,800.00	0185	
1e	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY).	10	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0426	
1f	QA09113AB	ADD: BASELINE RELEASE SW.	10	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0426	
1g	QA01833AD	ADD: EXTREME NOISE REDUCTION.	10	\$28.00	\$280.00	40.00%	\$11.20	\$16.80	\$168.00	0426	
	Standalone Items										
2	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL.	10	\$142.56	\$1,425.60	25.00%	\$35.64	\$106.92	\$1,069.20	0372	
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW.	10	\$82.08	\$820.80	25.00%	\$20.52	\$61.56	\$615.60	0785	

Net Total \$31,563.00
Estimated Tax \$0.00
Estimated Freight \$0.00
Grand Total \$31,563.00

Request for Council Action

Date: January 2, 2024

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 and adopt updates to Sick Time and Cell Phone Policy

Background:

- Attached are updates and new proposed changes to be included in the City of East Grand Forks Personnel Policy.
 - o **Sick Time Policy:** Effective January 1, 2024, Minnesota Statutes create Earned Sick and Safe Time for all employees, working at least 80 hours per year. In order to be in compliance with the law, we have proposed modifications to our Sick Time Policy.
 - o For Full-Time Employees, all employees will continue to accrue a total of 96 hours per year. The first 48 hours accrued will be identified as ESST.
 - o For Seasonal/Part-time employees, the City will deposit 80 hours of ESST into their sick balance, upon having worked 80 hours each calendar year. Upon review from City staff, and consultation with the League of MN Cities and legal counsel, we have determined this is our best option for part-time employees to meet the ESST requirement. At the end of each calendar year, the 80 hour balance will be reset to 80, and there will be no payout of remaining un-used hours. There will also be no payout of ESST balance at separation of employment.
 - o The updated Policy is attached, and with approval will be incorporated into our Personnel Policy.
 - o **Cell Phone Policy:**
 - o The City has a number of employees who have City-issued cell phones or are paid an expense reimbursement on their personal cell phone plan. Eligible employees have been determined to have a significant need for regular and quick access to communications for the purpose of conducting City business.
 - o The City previously has not had a Cell phone use policy in effect.
 - o The attached Policy with approval will be incorporated into the City Personnel Policy.

Recommendation:

Approve the Sick Time and Cell Phone Policy as written.

Enclosures

- Sick Time Policy
- Cell Phone Policy

SICK TIME

Sick time shall not be considered a privilege or vested right which an employee may use at the employee's discretion. Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical treatment, legal quarantine, care for a family member or other eligible uses as described in this policy.

Accrual of Sick Time and ESST Designation. Full-time employees shall accrue sick time at a rate of eight (8) hours for each calendar month. Employees hired after February 1, 2004, cannot accumulate more than twelve hundred (1280) hours nor sell back more than nine hundred and sixty (960) hours of sick leave upon severance. Employees hired after January 1, 2010, cannot sell back more than 50 percent of unused sick leave upon severance.

The City's current sick time policy exceeds the accrual requirements for earned sick and safe time ("ESST") under Minnesota Statutes, section 181.9445 through 181.9448. The first 48 hours of sick time accrued by full-time employees under this sick time policy will be designated as ESST for purposes of compliance with the ESST state law. Prorated sick time benefits accrued by benefit earning part-time employees will be designated as ESST.

Front Load of ESST Hours for Certain Employee Groups. Non-benefit earning part-time employees, seasonal employees, and paid on-call firefighters who work at least 80 hours in a year for the City are eligible for ESST. For these employees, the City will "front load" 80 hours of ESST into a leave bank at the beginning of the calendar year. These employees may begin using the banked ESST hours after they have worked 80 hours in the year for the City. Front-loaded and unused ESST hours may not be carried over into the following calendar year and will not be paid out to the employee at the end of each year or upon separation from employment. Employees who separate from employment and are rehired within 180 days of separation will have their unused ESST hours reinstated. Reinstated employees who have worked the required hours for ESST eligibility throughout the year may immediately use reinstated ESST hours.

Notice. An employee must notify his/her immediate supervisor at least thirty (30) minutes prior to the start of their regular start time if the employee intends to be absent from work. If an emergency prevents the employee from notifying his/her supervisor at such time, the employee is expected to call as soon as possible during the workday. Employees are required to keep their supervisor informed of their condition and anticipated return to work.

Eligible Uses of Sick Time/ESST

Employees may use available sick time and ESST hours as allowed under state law. The leave may be used as it is accrued in the smallest increment of time tracked by the City's payroll system (15 minutes) for the following circumstances:

- A. An employee's own:
 - o Mental or physical illness, injury, or other health condition

- Need for medical diagnosis, care or treatment, of a mental or physical illness
- Injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

B. Care of a family member:

- With mental or physical illness, injury or other health condition
- Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease
- Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

Family Members

For sick time/ESST purposes, “family member” includes an employee’s:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild, or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

An employee claiming sick time when physically fit to work or for reasons other than those explicitly set forth in this policy may be subject to disciplinary action.

Documentation/Fitness to Work. When an employee uses sick time/ESST for more than three consecutive days, the City may require appropriate documentation supporting the need for leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, sick

time for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

Before returning to work, employees may also be required to submit to a medical examination to ensure they are able to safely perform the essential functions of their job. The City shall select the physician and facility which shall conduct the examination.

Leave Sell Back and HCSC Contribution. Employees hired 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 at the employee's regular rate of pay. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to 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.

All eligible employees with at least 480 hours of accumulated sick leave at year end will contribute the dollar equivalent of 3% of the unused and banked sick leave up to and including 1280 hours to a Health Care Saving Plan (MSRS). The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours 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.

No Retaliation. The City shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Further, the use of ESST will not be factored into any attendance point system the City may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under the ESST law.

Benefits and Return to Work. During an employee's use of sick time, an employee will continue to receive the City's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using sick time is entitled to return to their City employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during sick time absences will continue to accrue as if the employee has been continually employed.

SICK LEAVE DONATION

Employees may, on a voluntary basis, donate accumulated sick leave or ESST hours to a co-worker after the affected co-worker has exhausted sick leave hours due to an illness or injury to the co-worker or a co-worker's immediate family. The donor employee must maintain ninety (90) days in their bank unless otherwise approved by the City Administrator. The recipient cannot receive more than thirty (30) days per illness or injury. Employees are not eligible to participate until their probationary period is complete. An employee who is the recipient of sick leave donation must have completed at least twelve (12) months of full-time service in a sick-leave accruing position. Once the employee has exhausted accrued and donated sick leave, the employee is NOT eligible for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

RESOLUTION NO. 24 - 01- 05

Sick Time Policy

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

WHEREAS, effective January 1, 2024 the City of East Grand Forks is, as an employer, required by Minnesota Statutes Section 181.9445 through Section 181.9448 to provide Earned Sick and Safe Time (ESST) to any individual employed by the City of East Grand Forks; and

WHEREAS, it is appropriate and necessary for the City of East Grand Forks to make modifications and updates to its Sick Time Policy, as part of the East Grand Forks Personnel Policy to aid in implementation of the Earned Sick and Safe Time requirements; and

WHEREAS, Minnesota’s Earned Sick and Safe Time law requires the City of East Grand Forks to provide paid leave to all full time employees and any seasonal, part-time, or paid on call employee who works a minimum of 80 hours per calendar year; and

THEREFORE, BE IT RESOLVED By the City Council of and for the City of East Grand Forks, Minnesota: approves, adopts, and establishes the attached Sick Time Policy, as an update to the City’s Personnel Policy, to provide and incorporate guidelines, procedures, and policy regarding the appropriate accumulation and use of Earned Sick and Safe Time.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of January, 2024.

Mayor

City of East Grand Forks

CELL PHONE POLICY

Effective Date: January XX, 2024

PURPOSE & POLICY

The City of East Grand Forks recognizes the need for cellular phones, cellular enabled tablets, or pagers (hereinafter “Cell Phones”) to conduct its business. This policy provides procedure and guidelines for eligibility of City-issued cell phones or reimbursement guidelines; and to establish criteria and conditions for use of cell phones to conduct city business.

Additional department specific procedures are effective at the direction of the respective Department head and City Administrator. Use of City issued cell phones by employees of the East Grand Forks Police Department (EGFPD) is governed by the policies and general orders of the EGFPD.

AUTHORIZATION and MONITORING

Request for cell phones must be authorized by the employee’s Department Head, with final approval by the City Administrator. Cell phone use should be authorized or continued only if there is evidence that the cell phone significantly aids service delivery and/or measurably increases productivity, such as an employee who needs to be frequently available for emergency contact or whose duties require him/her to be quickly contacted anywhere, anytime. Cell phones should not be authorized based solely upon the level of a position or as a perk. Departments are responsible for ensuring they have available funds budgeted for on-going cell phone service and equipment costs. City ordinances and policies require that employees use their time, City equipment, tools, and supplies for City business.

Department Heads are responsible for ensuring that the purpose of cell phone use is appropriate, and that each employee is on the appropriate cell phone plan. It is the responsibility of the Department Head to ensure that all employees who are assigned a City issued Cell Phone or receive a personal cell phone reimbursement receive a copy of this written policy.

SAFETY/SECURITY

An overarching concern of the City is the personal safety of employees and the public at large. Therefore, employees shall always use proper safety procedures when using a cell phone, but especially while operating equipment, driving on City business, or performing similar duties.

City employees shall not use a cell phone while operating a motor vehicle in the conduct of City business, except for the purpose of obtaining or rendering emergency assistance. Texting on a cell phone while driving is prohibited, in accordance with State Law.

There are certain cell phone uses that are prohibited and can result in disciplinary action at the discretion of the City Administrator. They include:

- Commercial use other than City Business.
- Any communication of an obscene, threatening, demeaning, harassing or otherwise offensive nature that would be illegal, prohibited or inappropriate under City personnel policies, regulations or the laws of the State of Minnesota.
- Subjects of political nature.
- Misrepresentations or release of information of a confidential nature.
- Failure to adhere to local and state laws related to cell phone use while operating a motor vehicle.

All City-issued cell phones must be coordinated through the City's IT Department to ensure they are included in the City's Security and Technology Management System.

PUBLIC INFORMATION

Call detail (e.g. time, number called, date, duration of calls) appearing on the City-owned cell phone billing account is public information, except when exempt by statute. All data on the city-owned device is public and available to public records requests. This is a warning of non-privacy in relation to data and software located on the device.

Public records will be managed in compliance with applicable local, state and federal laws and retention schedules.

USE OF CITY CELL PHONES FOR PERSONAL CALLS/PERSONAL BUSINESS

City-issued cell phones are intended for use for official City business only. Employees shall not use a city-owned cell phone or cellular data device for personal calls, texting, or to download a non-work related application such as a personal email account.

The City recognizes that employees may from time to time have to make personal calls. A personal call is one not related to the City's service to the public. Employees should minimize City cell phone use for personal calls and should use good judgment when making personal calls. Incidental personal calls are defined as being of minimum duration and minimum frequency. Examples of incidental personal calls include but are not limited to calls to arrange for care of a child or other family emergency, to alert a family member of an unexpected delay due to a change in work schedule, or to arrange for transportation in the event of car trouble.

All personal calls made by employees on a city-issued cellular phone must be paid for by the employee through reimbursement based on actual cost listed on the City's phone bill. It is the responsibility of the employee to report the use of the city-issued cell phone for personal business to their department head/supervisor. The Department head is responsible for reporting any additional costs incurred due to personal use to the City Administrator and/or human resources for the imposition of charges.

Emergency calls to 9-1-1 are not considered personal calls.

CITY PAID REIMBURSEMENT FOR USE OF PERSONAL CELL PHONES

Employees may need to use personal wireless devices to conduct business and such use is a predictable necessity. In these cases, the Department Head may authorize providing the employee a wireless service reimbursement for employees who are required to use their personal wireless devices for work purposes, subject to the following conditions:

1. The employee is responsible for turning in the first page of their wireless service bill with a completed Expense Reimbursement Form to verify that the employee still has the service to the prior to reimbursement.
2. Reimbursement will be made through payroll (only on regular scheduled payroll day) once the proper documentation is turned in. No separate checks will be made out.
3. The monthly wireless reimbursement shall not exceed the employee's monthly wireless plan charges. For designated employees, the City of East Grand Forks will reimburse an amount equal to the lesser of the employees' monthly plan or \$35 per month for cellular phone service. The City reserves the right to modify or alter the reimbursement amounts at any time.
4. The City is not responsible for damaged personal cell phones or accessories.
5. Department heads and/or employee are responsible for notifying the City Administration Office if the employee no longer is required to use a wireless device for job related tasks.

6. Those employees receiving a personal cell phone reimbursement are subject to the provisions of this policy, specifically those applicable to authorization, safety, public information/records retention, and use of cell phone for the purpose of conducting city business.

VIOLATIONS

Employees violating this policy may be subject to disciplinary action in accordance with City policies, department operating procedures and/or collective bargaining agreements.

RECEIPT OF THE CITY OF EAST GRAND FORKS
CELL PHONE USE POLICY

Please read the policy carefully to ensure you understand the policy before signing this document.

I certify that I have read a copy of the East Grand Forks Cell Phone Policy. I understand that it is my responsibility to read and comprehend this policy. I read and understand the content, requirements and expectations of the policy and I agree to abide by the policy guidelines. I understand that if at any time I have questions regarding the policy, I will consult with my immediate supervisor or the Human Resources/Administration office.

I agree to observe and follow the Cell Phone Use Policy. I understand that failure to abide by the policy could result in the loss of cell phone privileges and/or other disciplinary actions.

Employee Name (Signature)

Employee Name (Print)

Department

City-Issued Equipment Model/ID & Phone Number

Date

RESOLUTION NO. 24 - 01- 06

Cell Phone Policy

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

WHEREAS, the City of East Grand Forks recognizes the need and importance of cellular phones and other cellular enabled devices, such as tablets or pagers, to conducts its business; and

WHEREAS, it is appropriate and necessary for the City of East Grand Forks to make available city-issued cell phones or provide an expense reimbursement to an employee’s personal phone, when it is evident that the use of cellular device significantly aids in public service delivery, measurably increases productivity, or is required for employees whose job duties require them to be quickly contacted anywhere, anytime; and

WHEREAS, the City of East Grand Forks recognizes the need for a Cell Phone Policy which sets guidelines, policy and procedure for the safety and security of using cellular phones while conducting the business of the City; and

THEREFORE, BE IT RESOLVED By the City Council of and for the City of East Grand Forks, Minnesota: approves, adopts, and establishes the attached Cell Phone Policy to provide and incorporate guidelines, procedures, and policy for the stated Cell Phone Policy, as part of the City of East Grand Forks Personnel Policy.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: January 2, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of January, 2024.

Mayor

Request for Council Action

Date: January 2, 2024

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 agree to Collective Bargaining Agreement with Law Enforcement Labor Services (LELS)

Background:

The City of East Grand Forks Personnel Committee has reached agreement on collective bargaining units with Law Enforcement Labor Services (LELS).

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 contract as written for LELS for the period of January 1, 2024 through December 31, 2025.

Enclosures

- LELS contract

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**LAW ENFORCEMENT LABOR SERVICES, INC.,
LOCAL NO. 152
(POLICE DEPARTMENT EMPLOYEES)**

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, Minnesota, and the Law Enforcement Labor Services, Inc. Pursuant to Minnesota Statutes, the intent and purpose of this AGREEMENT is as follows:

- 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 CALENDAR DAYS: Calendar days, excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.2 DEPARTMENT: The Police Department of the EMPLOYER.
- Section 2.3 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 2.4 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.5 EMPLOYEE: A member of the bargaining unit.
- Section 2.6 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, and the children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.7 UNION: Law Enforcement Labor Services, Inc.
- Section 2.8 UNION REPRESENTATIVE: EMPLOYEES of the UNION.
- Section 2.9 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.10 WORKING HOURS(S): The hours in a WORKING 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 EMPLOYEES 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 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, 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.

Section 4.3 Subcontracting. The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting employee work should such subject arise during the term of this agreement.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

Each EMPLOYEE will have the right to request and be allowed dues check off for the UNION. Upon receipt of a properly executed authorization card 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 to the UNION. The UNION shall furnish the EMPLOYER with a list of those EMPLOYEES who are certified members of said UNION.

Section 5.2 Payroll Savings.

EMPLOYER agrees to deduct an amount pre-arranged by the EMPLOYEE for the EMPLOYEE'S savings. The amount to be deducted for the EMPLOYEE'S savings will be remitted to any bank so deemed by the EMPLOYEE.

Section 5.3 Facilities.

The EMPLOYER shall make available to the UNION REPRESENTATIVE 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 in nature, nor detrimental to the EMPLOYER.

Section 5.5 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 EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 5.1 if the UNION is at fault.

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 Union Representatives.

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such grievance representatives and of their successors when so designated.

Section 6.3 Processing of a Grievances.

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal 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 normal 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 6.4 Procedure.

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE or claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) CALENDAR DAYS after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) CALENDAR DAYS after receipt. The UNION may present and discuss a grievance at Step 1 if five (5) or more EMPLOYEES are affected by it and the UNION presents and discuss the grievance on behalf of such EMPLOYEES. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) CALENDAR DAYS after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) CALENDAR DAYS after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) CALENDAR DAYS after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 or Step 5 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 or Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to the Minnesota Bureau of Mediation Services for mediation if mutually agreed upon in writing, including email, by the UNION and the EMPLOYER. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) CALENDAR DAYS following mediation. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 5. A grievance unresolved in Step 3 and/or Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with Minnesota Statutes, Section 626.892.

Section 6.5 Arbitrator's Authority.

Subsection 6.5.1 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 EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

Subsection 6.5.2 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.

Subsection 6.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6.6 Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER’S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

Section 6.7 Choice of Remedy.

If a grievance remains unresolved after Step 4 of Section 6.4 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 5 of Section 6.4 of this Agreement or a procedure such as a Veteran’s Preference Act hearing. If appealed to any procedure other than Step 5 of Section 6.4, 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 of 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 OF ABSENCE

Section 8.1 Funeral Leave.

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS off with pay in the event of a death in the EMPLOYEE’S immediate family. Additional WORKING DAYS for funeral leave may be granted at the discretion of the Chief of Police for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE’S sick leave or vacation leave.

Section 8.2 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 hourly wage equivalent per Schedule A 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 (4) WORKING DAYS shall be in writing and directed to the Chief of Police. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the Chief of Police 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 leave of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Council 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 Parenting Leave.

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

ARTICLE 9: DISCIPLINE

Section 9.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

Section 9.2 Suspensions, demotions and discharges will be in written form.

Section 9.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be provided to and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of such reprimands and/or notices. 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 9.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

Section 9.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative of the EMPLOYEE'S choice present at such questioning.

Section 9.6 Grievances relating to this ARTICLE may be initiated by the UNION at Step 2 of the grievance procedure under ARTICLE 6 of this AGREEMENT.

Section 9.7 During their probationary period, employees may be discharged at any time without cause, except for employees promoted to a classification or position. Such discharge cannot be grieved through Article 5 of this agreement. Employees promoted to a classification or position may be demoted at any time without cause to the classification or position from which they were promoted during their probationary period. Such demotion cannot be grieved through Article 5 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

Subsection 10.1.1 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 10.1.2 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 10.1.3 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 10.1.4 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 10.1.5 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 10.1.6 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 10.2 Life Insurance.

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

Section 10.3 Disability Insurance.

The EMPLOYER will provide disability insurance equal to the policy provided for the East Grand Forks Fire Department and contribute an annual dollar amount toward the premium of that insurance which is equal to the dollar amount being provided for the Fire Department. This policy will in no way affect or be affected by the EMPLOYEE’S sick leave or Worker’s Compensation benefits as set in Article 13.

Section 10.4 False Arrest Insurance.

The EMPLOYER agrees to contribute the full premium of false arrest insurance.

Section 10.5 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 begin effective January 1, 2021 and 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.

Individual EMPLOYEES may select their individual investment options from the list of options made available to EMPLOYEES by MSRS.

ARTICLE 11: HOLIDAYS

Section 11.1 Patrol Officers, Patrol Corporals, and Patrol Sergeants are to earn vacation time in lieu of thirteen (13) holidays per year for a total of 156 hours of “PD Holiday.”

Employees covered by the CBA who are not scheduled to work 12-hour shifts, are to earn vacation time in lieu of thirteen (13) holidays per year for a total of 104 hours of “PD Holiday.”

The thirteen (13) holidays are:

New Year’s Day	Labor Day
Martin Luther King Day	Veteran’s Day
President’s Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	One (1) Floating Holiday
Fourth of July	

Martin Luther King Day, which shall be treated as a floating holiday, and the one (1) floating holiday shall be used at the approval of the Chief of Police.

At such times the City designates additional holidays by closing City Hall, these holidays will apply to non-emergency Employees covered by the CBA who are not scheduled to work 12-hour shifts. Days and times when City Offices are closed due to inclement weather non-emergency Employees covered by the CBA who are not scheduled to work 12-hour shifts will be excused from duty with pay.

Patrol Officers, Patrol Corporals, and Patrol Sergeants will designate 13 days as “holiday days off” for which they will be charged twelve (12) hours of PD holiday time each.

Employees covered by the CBA who are not scheduled to work 12-hour shifts, will designate 13 days as “holiday days off” for which they will be charged eight (8) hours of PD holiday time each.

Section 11.2 Patrol Officers, Patrol Corporals, and Patrol Sergeants who work on any of the twelve (12) named holidays shall be paid at one and one-half (1 ½) times their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday. Employees working in a patrol capacity on Memorial Day, 4th of July, Labor Day, Thanksgiving Day, or Christmas Day shall be paid at twice their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday.

Section 11.3 Employees who are not engaged in patrol duties and are generally scheduled on a Monday – Friday basis may voluntarily work on any of the 12 named holidays. Holidays worked voluntarily will be paid at straight time. Holidays where non-patrol employees are **involuntarily** called in shall be paid at one and one-half (1 ½) times their normal hourly wage. Specified Holidays (4th of July, Labor Day, Memorial Day, Christmas Day and Thanksgiving Day) where non-patrol employees are **involuntarily** called in shall be paid at twice their normal hourly wage.

ARTICLE 12: VACATION

Section 12.1 All full time EMPLOYEES hired before January 1, 2010 shall be eligible for an annual paid vacation, at their hourly wage equivalent per Schedule A of this AGREEMENT, pursuant to the following schedule:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	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:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours

Vacation accumulations will be charged for actual hours used.

Section 12.2 Any EMPLOYEE whose employment with the EMPLOYER exceeds twelve (12) months of service with the EMPLOYER and whose employment ends shall be paid for all 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 designating 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 13: SICK LEAVE

Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S hourly wage equivalent per Schedule A of this AGREEMENT.

Section 13.2 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 13.3 Working days only shall be counted when computing sick leave. An eighty percent (.8) conversion will be used for twelve (12) hour shifts. Example: A twelve (12) hour shift would reflect use of nine and six-tenths (9.6) hours. The eighty percent (.8) conversion only applies to full shifts.

Section 13.4 Sick leave 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 13.5 When an EMPLOYEE is eligible for workers' 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 13.6 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time based on calculations noted in Section 13.3.

Section 13.7 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. This time shall be charged against the EMPLOYEE'S sick leave account.

Section 13.8 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 13.9 Upon resignation, retirement, death 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 thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received.

Upon resignation, retirement, death or disability of an EMPLOYEE hired on or 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 hourly wage 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 13.10 At the EMPLOYEE'S option, an EMPLOYEE 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 leave hours compensation at the EMPLOYEE'S hourly wage 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 not sold back will go to the EMPLOYEE'S sick leave accumulated during that year.

EMPLOYEES hired after January 1, 2004 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. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) 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 not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back sick leave hours under this section prior to December 1 of that year.

ARTICLE 14: WORK WEEK

Section 14.1 The normal work day for full time patrol personnel shall be 8 to 12 hours. The normal work year for full-time EMPLOYEES shall be two thousand and eighty (2080) hours to be accounted for by each EMPLOYEE through:

- a. hours worked on assigned shifts;
- b. holidays;
- c. assigned training; and
- d. authorized leave time.

Section 14.2 Nothing listed 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 14.3 New schedules will be posted 30 days in advance, except for an emergency.

ARTICLE 15. OTHER PAY

Section 15.1 Extension of Shift.

Time worked in excess of an EMPLOYEE'S WORKING HOURS shall be compensated at the rate of one and one half (1 ½) times the employee's hourly wage equivalent per Schedule A. Upon mutual agreement of the Chief of Police

and the affected employees, the EMPLOYEE(s) will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence. An EMPLOYEE may not earn within any calendar year nor accumulate at any time more than ninety-six (96) hours of compensatory time. All accumulated compensatory time in excess of forty-eight (48) hours will be paid out on the first payroll in December.

Section 15.2 Call Back.

If an Employee works on behalf of the DEPARTMENT in response to a call back after being relieved from duty and outside of their scheduled shift for any matter, including, but not limited to, court appearances or police affiliated matters, such work will be considered overtime hours and will be compensated as such for at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A with a minimum of four (4) hours of pay at this rate. Shift extensions of 60 minutes (one hour) or less prior to or subsequent to a scheduled shift shall not be considered a call back subject to the four (4)-hour minimum.

The City will compensate EMPLOYEES with a minimum of four (4) hours of pay for each distinct and separate call back for duty without regard for a four (4) hour window.

EMPLOYEES will only request a three (3) hour (not a four (4) hour) "CALLBACK" for voluntary duties, to include but not limited to pre-scheduled: parades, community policing, community meetings, etc. EMPLOYEES will be permitted to go off duty when the task is completed and not held for the full three (3) or four (4) hours. For all hours over the minimum three (3) or four (4), necessary to complete the task, appropriate overtime will be requested for additional hours worked.

EMPLOYEES who have gone off-duty, who are called back for any additional tasks, will be subject to a new four (4) hour CALLBACK. For Department Meetings, EMPLOYEES will only request overtime for hours worked, unless meetings are specifically deemed "mandatory," then they will fall under the "CALLBACK" definition (four hours).

The City "will not apply "PYRAMIDING" restrictions to multiple "CALLBACKS" in a four (4) hour window.

Section 15.3 Court Cancellation Pay.

If a Patrol Officer, Patrol Corporal, or Patrol Sergeant is required to appear in court for police affiliated matters, the appearance is canceled, and the first attempt to notify the employee of such cancellation is made after 5:00 p.m. on the calendar day prior to the court date, the employee will be compensated at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A for three (3) hours of pay at this rate.

Section 15.4 No Pyramiding.

For the purpose of computing compensation in this Article or Section 11.2, hours worked eligible for compensation in this Article, Section 11.2 or at a rate greater than the employee's hourly wage equivalent per Schedule A as required by law shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 15.5 Special Operations Group

EMPLOYER will pay each assigned member of the Grand Forks Regional Special Operations Group with a monthly bonus payment of \$100 per month for the months they are assigned to the Special Ops Group. Current Special Operations teams include Water Operations/Water Rescue, Negotiations, SWAT, Unmanned Aircraft Systems (UAS), and Bomb Squad.

ARTICLE 16: UNIFORM EXPENSES, ALLOWANCE, EMPLOYER PROVIDED BENEFITS

Section 16.1 Expenses.

EMPLOYER will pay all reasonable and necessary expense in connection with the clothing uniforms for members of the DEPARTMENT, including Secretary-Dispatchers. This section does not apply to clothing suitable for everyday wear.

Section 16.2 Allowance.

An annual allowance will be made available to each EMPLOYEE for Duty Gear. Employees will receive Duty Gear Allowance once yearly to be paid out with their CTO Payout. The allowance amount will be adjusted annually based on the agreed upon COLA related to wages. The 2024 allowance will be \$240.53. The 2025 allowance will be \$247.75.

Section 16.3 Cellular Phones

Effective beginning January 1, 2024, Patrol and Investigation Officers will be provided a city-issued cellular phone for conducting city and police department business. Employees who receive a cellular phone provided by the Pine to Prairie (P2P) Drug Task Force will not be included in the City-issued cell phone or Personal Cell Phone Reimbursement program.

The full-time Admin Assist/Dispatch/Jailer position is not included in this City-issued Cell Phone expenditure, as they receive a cellular phone provided by P2P Drug Task Force. The part-time Admin Assist/Dispatch/Jailer is not included in the City-issued cell phone nor personal cell phone reimbursement program.

Section 16.4 Health Club Membership

EMPLOYER will enter into an agreement with Anytime Fitness at a rate of \$1500 per year for all UNION EMPLOYEES to have access to Anytime Fitness, East Grand Forks on a single health club membership.

The EMPLOYEE is responsible for the personal purchase of the Anytime Fitness required key fob. Any additional training, programming, or coaching fees will be at the obligation of the EMPLOYEE.

ARTICLE 17: TRAINING AND TRAINING PAY

Section 17.1 The EMPLOYER will make available such training as is required for EMPLOYEES to maintain licenses or certifications, or as is required by the EMPLOYER or the State of Minnesota. Costs incurred in attending this training will be paid by the EMPLOYER.

Section 17.2 The time an EMPLOYEE spends attending training specified in Section 17.1 of this AGREEMENT shall be considered WORKING HOURS for the purpose of computing wages and other benefits provided by this AGREEMENT.

Section 17.3 The EMPLOYER will reimburse officers for their POST license fee upon presentation of a receipt or other evidence that their license fee has been paid.

ARTICLE 18: WAIVER

Section 18.1 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, are hereby superseded.

Section 18.2 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 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 and 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 19: DURATION

This AGREEMENT will be in effect as of January 1, 2024, and will remain in full force until December 31, 2025, and will continue from year to year thereafter unless either party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2023_____

City of East Grand Forks

**Law Enforcement Labor Services, Inc.,
Local No. 152**

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

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

Job Classification	Pay Grade
Secretary-Dispatcher	12
Patrol Officer	15
Patrol Corporal	16
Patrol Sergeant	17
Detective Sergeant	17
Police Lieutenant	18
Drug Task Force Commander	18

Any EMPLOYEE that is not in their probationary period, and has not received a Pay Grade change based on the 2023 Market Analysis and Job Classification review, and not at or above the maximum step in the EMPLOYEE’S pay grade will receive a one-step increase at the EMPLOYEE’S anniversary date if the EMPLOYEE receives an annual review of at least “Meets Expectations” in the prior annual rating period. The annual rating is subject to the grievance procedure. The anniversary date for all employees that did not receive a Pay Grade change and is not in a new hire probationary period shall be January 1st.

EMPLOYEE PROBATIONARY PERIOD.

- Upon satisfactory completion of 12 months of probationary employment, Bargaining Unit Employees shall be moved to the next step of the City’s Pay Schedule and will become permanent, full-time employees.
- Admin Assist/Dispatch/Jailer position is subject to a 6-month probationary period.

EMPLOYEEs in their probationary period shall be considered for a step increase at their anniversary date of original hire if the EMPLOYEE receives an annual review of at least “Meets Expectations”

Any 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 Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City. Employees who are promoted to Sergeant and begin employment as Sergeant immediately after acting in the capacity of Investigator for at least one consecutive calendar year shall be placed on the Grade and Step that is one Step above the Grade and Step upon which their final wage during their Investigator assignment was based.

Any EMPLOYEE receiving a Pay Grade Change as a result of the Job Classification review 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. For the purpose of steps the EMPLOYEES date of hire shall be the anniversary date if the EMPLOYEE receives an annual review of at least “Meets Expectations” in the prior annual rating period.

2024 Pay Schedule

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

Grade	Step									
	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
15	59,779.20	62,337.60	64,896.00	67,454.40	70,012.80	72,592.00	75,150.40	77,708.80	80,038.40	82,430.40
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
17	67,787.20	70,699.20	73,590.40	76,523.20	79,414.40	82,326.40	85,217.60	88,129.60	90,771.20	93,516.80
18	72,696.00	75,816.00	78,956.80	82,056.00	85,176.00	88,296.00	91,416.00	94,515.20	97,406.40	100,318.40

2025 Pay Schedule

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

Grade	Step									
	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
15	61,568.00	64,209.60	66,851.20	69,472.00	72,113.60	74,776.00	77,396.80	80,038.40	82,430.40	84,905.60
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
17	69,825.60	72,820.80	75,795.20	78,811.20	81,806.40	84,801.60	87,776.00	90,771.20	93,496.00	96,324.80
18	74,880.00	78,083.20	81,328.00	84,510.40	87,734.40	90,937.60	94,161.60	97,344.00	100,318.40	103,334.40

Investigator

Any EMPLOYEE who is a Patrol Officer or Corporal and acts in the capacity of an Investigator or Plain-clothes Officer will receive a Sergeant’s grade pay (Grade 17) at the step that is at least 4.0 percent above the EMPLOYEE’s current pay while acting in such capacity, subject to the length of service provision. Any time such EMPLOYEE no longer acts in such capacity, such EMPLOYEE reverts to his/her Patrol Status.

Night Differential

\$1.25/hr for shifts starting between 4:00 PM and 4:00 AM for all hours worked between 4:00 PM and 7:00 AM.

Field Training Officer Differential

Officers designated by the City and certified as Field Training Officers will receive a \$2.12 (two dollars and twelve cent) per hour differential for the hours spent providing field training to new officers with calculations starting in 2018. (2023: \$2.33; 2024: \$2.40; 2025: \$2.47) This differential is to increase with agreed upon Cost of Living (COLA) increases in the future.

Work out of Class Compensation

*City of East Grand Forks & LELS No. 152
January 1, 2024 through December 31, 2025*

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a Corporal or above on patrol (Patrol Supervisor) when the regularly-assigned shift Patrol Supervisor is absent, shall receive Corporal's grade pay (Grade 16) at the step that is at least 4.0 percent above the Patrol Officer's current pay while they are absent. If at any time the patrol officer is no longer acting in place of the Patrol Supervisor, his or her status and pay shall revert to that of a Patrol Officer.

Canine Officer

The City agrees to pay necessary and reasonable veterinarian expenses. This will include shots, vaccinations and check-ups as required. Any injuries, diseases or illnesses which may require care or medical attention that could result in additional or significant expenses will need prior authorization by the Chief of Police or his or her designee before such treatment can be administered.

The City agrees to pay or reimburse the expenses incurred to feed the police canine.

The City agrees to compensate the Canine Officer for time spent caring for and training his canine. On days scheduled to work, if staffing allows, the Canine Officer will take off 30 minutes at the beginning or end of shift for canine maintenance and will be paid for the full shift at straight time. On scheduled days off, compensation will be at one half hour of overtime or compensatory time.

Canine training will be scheduled during regular shifts when possible if staffing allows. If arrangements cannot be made, the Canine Officer will attempt to take the hours worked for training off within the same pay period at an hour for hour rate. If staffing does not allow for time off within the pay cycle, canine training will be compensated at 1.5 times the hourly rate.

Request for Council Action

Date: 12/28/23

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

Cc: File

From: Administration Office

RE: Consider Renewal of Agreement with Bird Rides Inc

Bird Rides Inc had an agreement with the City through the end of 2023 for operating an electric scooter rental business. The agreement would need to be renewed for 2024. Included is the renewal agreement that has been reviewed by the city attorney. It once again would only be for one year.

Information was requested about how the season went. It was a short season, but they were able to provide the following:

- **Unique Users:** 104
- **Total Rides:** 219
- **Average Trip Distance:** 2.73 miles
- **Average Trip Duration:** 18.9 minutes
- **Metric Tonnes of CO2 Saved:** 0.084

The Council will need to consider if they would like to approve the agreement for 2024.

**Extension Amendment to
Memorandum of Understanding**

This extension amendment (this "Amendment") dated as of January __, 2024 is entered into by and between Bird Rides, Inc., located at 8605 Santa Monica Blvd, #20388, West Hollywood, CA 90069 ("Company"), and the City of East Grand Forks, MN ("City"), and amends that certain Memorandum of Understanding by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through December 2024 unless terminated by either party.
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

Company:

Bird Rides, Inc.

By: _____
Name:
Title:

City:

East Grand Forks, MN

By: _____
Name:
Title:

Request for Council Action

Date: 12/28/2023

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: Wastewater Study

Background: American Crystal Sugar Company (ACSC) has requested that the City of East Grand Forks considers accepting a portion of their wastewater. Should the City decide to accept the wastewater we would have to develop a rate structure, comply with regulations from Minnesota, North Dakota, and the City of Grand Forks, and build new infrastructure.

The City requested a proposal from Advanced Engineering and Environmental Services (AE2S) to conduct a study that would identify possible infrastructure location options and type of infrastructure needed, additional required City Staff duties, and rate structure recommendations. We chose AE2S, because they developed the wastewater rate structure that the City currently follows, and they have done extensive work for ACSC in the past.

If the City chooses to approve the study, ACSC would sign the “memorandum of understanding” (included in the packet) and reimburse the City for the full amount of the study \$53,100.

Recommendation: Approve AE2S to conduct the above mentioned study, and approve the Memorandum of Understanding with American Crystal Sugar Company.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF EAST GRAND FORKS, MINNESOTA
AND
AMERICAN CRYSTAL SUGAR COMPANY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 202____ by and between the **City of East Grand Forks, Minnesota**, a Minnesota municipal corporation, hereinafter referred to as “City” and the **American Crystal Sugar Company**, hereinafter referred to as “ACSC”.

WHEREAS, The City owns and operates a wastewater system;

WHEREAS, ACSC owns and operates wastewater treatment and holding ponds for its sugar processing facility located at 1020 Bus Hwy 2, East Grand Forks, MN 56721 (the “Facility”);

WHEREAS, ACSC has asked that the City to allow ACSC to discharge from the Facility into its wastewater system;

WHEREAS, prior to agreeing to accept discharge from the Facility, the City deems it in the public interest to prepare a study and report for a proposed tie-in connection from the Facility to City’s wastewater system.;

WHEREAS, AE2S specializes in providing the study requested by the City;

WHEREAS, the City has contacted AE2S for a proposal to conduct the study;

WHEREAS, AE2S provided an estimate not to exceed \$53,100.00 for the scope detailed in the Proposal for Study and Report Services - ACSC Tie into City of EGF Wastewater System dated November 17, 2023 from AE2S (i.e. Proposal);

WHEREAS, the City and ACSC deem it to be in the public interest to enter into this Agreement whereby the City would contract with AE2S to conduct the study and ACSC will reimburse the City for the expenses incurred by AE2S to perform the services identified in the Proposal;

WHEREAS, the purpose of this MOU is to set forth the agreement of the parties to determine if the request of ACSC to have the City accept pretreated industrial discharge at its wastewater system is feasible.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. This MOU shall be effective upon execution by the Parties hereto.
2. ACSC agrees that the request is to its benefit and will reimburse the City for the cost of the study up to \$53,100, if the costs of the study exceeds \$53.100 ACSC shall not be required to pay the excess amount, however if a geographical survey is required to complete the study it is at ACSC expense.
3. ACSC agrees to pay the City for the study, in accordance with item (2), above, within 30 days of receipt of the invoice.
4. ACSC agrees that acceptance of discharge to the select tie-in location is dependent upon the study and the City of Grand Forks.
5. ACSC understands that if it is determined that the discharge may be accepted, it will be contingent upon additional future requirements and amendments to the City wastewater ordinance.

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

CITY OF EAST GRAND FORKS,
a municipal corporation

By: _____
Reid Huttunen
City Administrator

By: _____
Mark Olstad
President

AMERICAN CRYSTAL SUGAR COMPANY,

By: _____
Its _____

By: _____
Its _____



PROJECT SCOPE & FEE PROPOSAL

To: Jason Stordahl, City of East Grand Forks Public Works Director

From: Shawn Gaddie, PE, AE2S
Ryan Schumacher, AE2S

Re: **Proposal for Study and Report Services - ACSC Tie into City of EGF Wastewater system**

Date: November 17, 2023

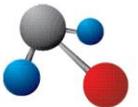
Advanced Engineering and Environmental Services, LLC (AE2S) appreciates the opportunity to provide this proposal to prepare a study and report for a proposed tie-in connection from American Crystal Sugar Company (ACSC) wastewater discharge to the East Grand Forks (City) wastewater collection system. Related to the potential addition of this Significant Industrial User (SIU) to the City's system, AE2S will assist EGF in determining applicable permitting and enforcement requirements, outlining necessary ordinance changes, reviewing water quality samples, and preliminarily analyzing SIU wastewater billing rate considerations. Additionally, AE2S proposes to provide conceptual design for a wastewater discharge tie-in from ACSC to EGF along with preliminary cost estimates. The AE2S team is prepared to work with and support the City as we evaluate this potential wastewater tie-in.

This proposal includes Study and Report Phase Services with an estimated hourly not to exceed fee amount of **\$53,100**. A detailed description of the proposed Scope of Work for this project is described further below.

SCOPE OF WORK

Study and Report Phase Services (\$53,100)

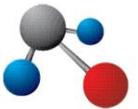
1. Study and Report for Wastewater Design and Utility Administration
 - a. Provide guidance regarding permitting and regulatory requirements for the following:
 - i. Outline responsibilities associated with Federal National Pollutant Discharge Elimination System (NPDES) Industrial Pretreatment Requirements including the permitting, routine sampling, and analysis of SIUs.



- ii. Determine requirements to ensure compliance with interconnection agreement with the City of Grand Forks and their ND Pollutant Discharge Elimination System Permit (NDPDES Permit).
 - iii. Determine Maximum Allowable Industrial Load (MAIL) in consideration of the City of Grand Forks Maximum Allowable Headworks Loading (MAHL) for their Publicly Owned Treatment Works (POTW).
 - iv. Determine the need to establish Pollutants of Concern (POC) and potential pollutant local limits in consideration of the City of Grand Forks in place local limit requirements.
 - v. Work with City Attorney to review existing City ordinances and make recommendations where necessary to ensure the City has the appropriate legal authority to take response actions regarding non-compliance events from ACSC.
 - vi. Outline requirements for an Enforcement Response Plan (ERP) under varying non-compliant discharge events.
- b. Review of water quality reports and additional sample on an as-needed basis;
 - c. Provide a preliminary review and analysis of wastewater billing rates (Fixed, Volumetric, and Surcharge Rates) for both EGF to GF and ACSC to EGF;
 - d. Considering all of the items prior, AE2S will assist in outlining the requirements of an SIU agreement and permit for presentation to ACSC.
 - e. Provide conceptual engineering design for up to two (2) options for a tie-in of ACSC wastewater discharge to the EGF wastewater collection system;
 - f. Provide a preliminary total cost estimate for up to two (2) design options;
 - g. Assumptions:
 - i. Owner will provide drawings and detail information on potential tie-in locations and routing.
 - ii. Owner will provide water quality reports available.
 - iii. Owner will provide financial information as required to analyze wastewater billing rates.
 - iv. Owner will allow AE2S to contact ACSC and various local, county, and state entities as needed to support the outlined scope activities.

Additional Services Not Included with Proposal

1. Geographical survey;
2. Final design, construction plans, and specifications creation; and
3. Bidding or construction phase services.



Project Scope & Fee Proposal

Re: Proposal for Study and Report Services - ACSC Tie into City of EGF Wastewater system

November 17, 2023

Total Fee & Schedule

1. Hourly not to exceed fee in the amount of \$53,100.
2. Schedule
 - a. Project Commencement: Immediately upon receipt of executed Agreement for Professional Services – assuming December 2023.
 - b. Proposed Project Completion Date: March 31st, 2024.

Should this proposal satisfactorily establish the scope of services desired by the Owner, and you approve the fees/terms/conditions/schedule, please inform us and we will draft a formal agreement for your review.

Thank you for the opportunity to assist in this project. We look forward to working with you.

Submitted in Service,



Advanced Engineering and
Environmental Services, LLC

www.ae2s.com



Ryan Schumacher
Project Manager

Ryan.Schumacher@ae2s.com

Office: 701.746.8087
Mobile: 701.740.4985

4050 Garden View Drive, Suite 200
Grand Forks, ND 58201

Accounts Payable
Check Register Totals Only



City of East Grand Forks

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

User: mnelson
Printed: 12/28/2023 - 3:42 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41750	01/02/2024	ACM001	Acme Electric Companies	1,458.89	0
41751	01/02/2024	ADV001	Advanced Business Methods Inc	691.26	0
41752	01/02/2024	ALL008	ALLDATA	1,500.00	0
41753	01/02/2024	APW002	American Public Works Association	286.25	0
41754	01/02/2024	ANY001	Anytime Plumbing	181.65	0
41755	01/02/2024	AME005	Aramark Uniform Services	497.87	0
41756	01/02/2024	ATV001	Auto Value Grand Forks	279.98	0
41757	01/02/2024	BAK001	Baker & Taylor Co	154.93	0
41758	01/02/2024	BAR014	Tyler Barrett	137.00	0
41759	01/02/2024	BAT001	Batteries + Bulbs	27.98	0
41760	01/02/2024	BER001	Bert's Truck Equipment	6.32	0
41761	01/02/2024	BOR001	Border States Electric Supply	97.23	0
41762	01/02/2024	BOW006	Nick Bowen	47.00	0
41763	01/02/2024	BRI004	Brian's Flooring Inc	747.95	0
41764	01/02/2024	CEN001	Center Point Large Print	633.36	0
41765	01/02/2024	CIN001	Cintas Corporation No. 2	247.90	0
41766	01/02/2024	CIV002	Civic Plus	10,439.48	0
41767	01/02/2024	COA001	Coalition of Greater MN Cities	15,886.00	0
41768	01/02/2024	COL004	Coldspring Memorial	790.00	0
41769	01/02/2024	COL002	Cole Papers Inc	655.09	0
41770	01/02/2024	COM003	Complete Pest Control Inc	1,800.00	0
41771	01/02/2024	COU008	Countrywide Sanitation Company	238.45	0
41772	01/02/2024	DAH008	Chad Dahlen	47.00	0
41773	01/02/2024	DAH022	Hilary Dahlen	107.00	0
41774	01/02/2024	DAK011	Dakota Fire Protection Inc	550.00	0
41775	01/02/2024	DOM001	Domson BG Service	288.48	0
41776	01/02/2024	EAG001	Eagle Electric	4,105.97	0
41777	01/02/2024	EDA001	Economic Development Association o	320.00	0
41778	01/02/2024	ECO001	Economy Plumbing	110.00	0
41779	01/02/2024	EME001	Emergency Apparatus Maintenance In	1,444.15	0
41780	01/02/2024	EQU001	Equinox Software	8,240.00	0
41781	01/02/2024	FOR008	Matt Fore	47.00	0
41782	01/02/2024	GER001	Gerrells Sport Center	364.98	0
41783	01/02/2024	GRE013	Greater MN Parks and Trails	165.00	0
41784	01/02/2024	Greg008	Kyle Gregoire	47.00	0
41785	01/02/2024	HLM001	H&L Mesabi Company	640.00	0
41786	01/02/2024	H&S002	H&S Row Crop Equipment	15,900.00	0
41787	01/02/2024	HAN007	Matt Hangsleben	77.00	0
41788	01/02/2024	HBS001	HB Sound & Light Inc	170.00	0
41789	01/02/2024	HEG001	Justin Hegg	47.00	0
41790	01/02/2024	HEI001	Heiman Inc	219.65	0
41791	01/02/2024	HJE004	Joe Hjelman	77.00	0
41792	01/02/2024	AMY001	Amy L. Hood	200.00	0
41793	01/02/2024	ING003	Ingram Library Services	895.05	0
41794	01/02/2024	JEN006	Randy Jenson	47.00	0
41795	01/02/2024	JOH026	Johnson Controls	10,667.04	0
41796	01/02/2024	LIN009	Garrett Lind	142.00	0
41797	01/02/2024	LIN010	Linde Gas & Equipment, Inc.	125.40	0
41798	01/02/2024	HAR087	Local Ace	122.55	0
41799	01/02/2024	HAR089	Local Ace	19.17	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41800	01/02/2024	MARCD1	Marco Technologies LLC	91.61	0
41801	01/02/2024	MEN001	Menards	618.46	0
41802	01/02/2024	MID003	Midcontinent Communications	2,745.79	0
41803	01/02/2024	MID014	Midwest Overhead Crane	1,581.03	0
41804	01/02/2024	MND020	Minnesota DEED	788.44	0
41805	01/02/2024	MND003	MN Dept of Labor & Industry	30.00	0
41806	01/02/2024	MND006	MN Dept of Revenue	260.00	0
41807	01/02/2024	NOR024	Northland Yard Service	220.00	0
41808	01/02/2024	ORE001	O'Reilly Automotive, Inc.	98.34	0
41809	01/02/2024	OFF002	ODP Business Solutions, LLC	162.20	0
41810	01/02/2024	OLS016	Jeremy Olson	107.00	0
41811	01/02/2024	OPP001	Gregory T Opp	127,308.91	0
41812	01/02/2024	OTI001	Otis Elevator Company	4,386.24	0
41813	01/02/2024	EXP002	Page 1 Publications, Inc.	152.18	0
41814	01/02/2024	PIE003	Morgan Pieper-George	47.00	0
41815	01/02/2024	PLA007	Patrick Plain	825.00	0
41816	01/02/2024	POM001	Pomp's Tire Service, Inc	1,365.72	0
41817	01/02/2024	RED001	Red River Snowmobile Club	8,378.40	0
41818	01/02/2024	ROB010	Andrew Robertson	97.00	0
41819	01/02/2024	ROO003	Roof Spec Inc.	12,000.00	0
41820	01/02/2024	SYH001	Sartell Youth Hockey Association	283.00	0
41821	01/02/2024	SEI003	Paul Seidel	107.00	0
41822	01/02/2024	MIK001	SJA Thunder Corp	749.41	0
41823	01/02/2024	SPA001	Spare Husband Inc	11,801.00	0
41824	01/02/2024	STE009	Sterling Carpet One	8,847.00	0
41825	01/02/2024	STU001	Stuart's Towing	100.00	0
41826	01/02/2024	CHA001	The Chamber of EGF/GF	566.00	0
41827	01/02/2024	THU002	Thur-O-Clean	5,001.16	0
41828	01/02/2024	USB001	US Bank	805,068.75	0
41829	01/02/2024	VAL002	Valley Truck Parts and Services Inc.	5,413.66	0
41830	01/02/2024	WAT001	Water & Light Department	20,131.46	0
41831	01/02/2024	XCE001	Xcel Energy	3,204.06	0
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