

**AMENDED AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 6, 2024 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

SWEARING IN OF OFFICER KRAUSE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of January 16, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of January 23, 2024.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider approving the Exempt Gambling Permit Application for Sacred Heart to hold a raffle on March 22, 2024 at Sacred Heart located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.
4. Consider adopting Resolution No. 24-02-17 approving the following Board and Commission appointments and reappointments as presented by the appropriate elected official.
5. Consider adopting Resolution No. 24-02-18 appointing election judges for the presidential primary election on March 5, 2024.

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. Regular meeting minutes of the Water, Light, Power, and Building Commission for January 3, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

7. Consider declaring the six in-car video systems and nine body cameras as surplus property and approve the sale of the equipment to Guardian Fleet Safety for a total of \$2,100.00.
8. Consider approving the Labor Agreement for 2024-2025 between the City of East Grand Forks and the Teamsters Local No 120.
9. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Law Enforcement Labor Services Local 152 regarding the post-employment Health Care Savings Plan.
10. Consider adopting Resolution No. 24-02-16 supporting and approving the submission of an application for the 2024 RAISE Grant process towards the planning activities for the East Grand Forks-Grand Forks Bridge Crossing Project and authorize the City Administrator to submit the application.
11. Consider approving the Temporary Road Right-of-Way Encroachment Agreement between the City of East Grand Forks and RJ Zavoral and Sons Inc allowing for the installation of a gate closure on 20th Ave NE.
12. Consider adopting Resolution No. 24-02-19 authorizing the Mayor and City Administrator to execute the Temporary Access permit and Permanent Multi-Use Path Easement, Waiver of Compensation, and all other MNDOT documents required for the project.
13. Consider adopting Resolution No. 24-02-20 authorizing the bills that have been deemed uncollectable to be written off totaling \$353.00.
14. Consider approving the Easement for Encroachments on Boundary Lines Agreement between the City of East Grand Forks, Green Acres, and Green Acres II LLP.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

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.

ADJOURN:

Upcoming Meetings:

Work Session – Tuesday, February 13, 2024 – Training Room – 5:00 PM
Council Meeting – Tuesday, February 20, 2024 – Council Chambers – 5:00 PM
Work Session – Tuesday, February 27, 2024 – Training Room – 5:00 PM
Council Meeting – Tuesday, March 5, 2024 – Council Chambers – 5:00 PM

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

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 16, 2024 – 5:00 PM**

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, January 16, 2024 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

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

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

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of January 2, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of January 9, 2024.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of January 9, 2024.

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

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

Voting Nay: None.

Absent: Larson and Peterson.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

4. Consider adopting Resolution No. 24-01-08 designating "C&H Insurance" as the insurance agency to handle City Policy for 2024.
5. Consider adopting Resolution No. 24-01-09 approving the 2024 Administrative Services Agreement with Wex Benefits.
6. Consider adopting Resolution No. 24-01-10 enabling elected and/or appointed officials of the City of East Grand Forks to be covered by the Minnesota Workers Compensation Law.
7. Consider adopting Resolution No. 24-01-11 approving the following Board and Commission appointments and reappointments as presented by the appropriate elected official.
8. Consider approving the Exempt Gambling Permit Application for the Riverside Christian School to hold a raffle on April 13, 2024 at the Riverside Christian School located at 610 2nd Ave NE East Grand Forks, MN 56721 and waive the 30-day waiting period.
9. Consider approving the change in date and allowing KC Pro West to hold two youth snowmobile events in 2024 with the dates still yet to be determined because of lack of snow.
10. Consider approving the Special Event Application for Vintage Snowmobile Show to be held on Saturday, February 3rd from 7:30am to 4pm and allow them to block off some parking spaces in the parking lot by restaurant row.
11. Consider approving the Special Event Application for the Frozen Feet 5K/10K event scheduled for Saturday, February 10th from 7am to 12pm.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE ITEMS FOUR (4) THROUGH ELEVEN (11).

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

Voting Nay: None.

Absent: Larson and Peterson.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

12. Regular meeting minutes of the Water, Light, Power, and Building Commission for December 20, 2023.

13. City Financial Statements as of November 30, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

14. Consider adopting Resolution No. 24-01-12 approving the plans and specifications and ordering advertisement for bids for the 2022 City Project No. 3 for the Quiet Zone/Street and Sidewalk Improvements and setting a bid date of February 7, 2024.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADOPT RESOLUTION NO. 24-01-12 APPROVING THE PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2022 CITY PROJECT NO. 3 FOR THE QUIET ZONE/STREET AND SIDEWALK IMPROVEMENTS AND SETTING A BID DATE OF FEBRUARY 7, 2024.

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

Voting Nay: None.

Absent: Larson and Peterson.

15. Consider granting final approval of the Green Acres Resubdivision Plat and PUD Plan amendment contingent upon review and approval of the encroachment agreement and/or amendment to the ingress-egress easement document by the City Attorney and the submission of a digital file of the plat.

Ms. Ellis asked to have the motion changed because the City would be covered under the encroachment agreement for the ingress-egress that was done before or it could be covered if there were changes to the PUD. She said the biggest concern in splitting up of the property for two separate owners was the utilities and access to repair. She said they wanted to make sure it was covered and asked them to approve the PUD amendment and the plat based on review and approval from the city attorney who would address the encroachment agreement that was previously approved or in the PUD. Council President Olstad verified the wording change to the motion. Mr. Galstad said it should protect everyone involved.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO GRANT FINAL APPROVAL OF THE GREEN ACRES RESUBDIVISION PLAT AND PUD PLAN AMENDMENT CONTINGENT UPON REVIEW AND APPROVAL BY THE CITY ATTORNEY AND THE SUBMISSION OF A DIGITAL FILE OF THE PLAT.

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

Voting Nay: None.

Absent: Larson and Peterson.

16. Consider adopting Resolution No. 24-01-13 approving the hiring of Erika Perez as the Public Works Supervisor and be placed at a Grade 16 Step 1 at a salary of \$30.75 per hour.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 24-01-13 APPROVING THE HIRING OF ERIKA PEREZ AS THE PUBLIC WORKS SUPERVISOR AND BE PLACED AT A GRADE 16 STEP 1 AT A SALARY OF \$30.75 PER HOUR.

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

Voting Nay: None.

Absent: Larson and Peterson.

17. Consider adopting Resolution No. 24-01-14 approving the hiring of Josh Krostue as the Public Works Foreman and be placed at a Grade 15 Step 3 at a salary of \$30.29 per hour.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER HELMS, TO ADOPT RESOLUTION NO. 24-01-14 APPROVING THE HIRING OF JOSH KROSTUE AS THE PUBLIC WORKS FOREMAN AND BE PLACED AT A GRADE 15 STEP 3 AT A SALARY OF \$30.29 PER HOUR.

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

Voting Nay: None.

Absent: Larson and Peterson.

18. Consider approving the Memorandum of Understanding between the City of East Grand Forks and Independent School District 595 for police liaison services.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER HELMS, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND INDEPENDENT SCHOOL DISTRICT 595 FOR POLICE LIAISON SERVICES.

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

Voting Nay: None.

Absent: Larson and Peterson.

19. Consider adopting Resolution No. 24-01-15 approving the promotion of Jake Schiller to the Corporal position contingent upon an officer returning to the school for police liaison services.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADOPT RESOLUTION NO. 24-01-15 APPROVING THE PROMOTION OF JAKE SCHILLER TO THE CORPORAL POSITION CONTINGENT UPON AN OFFICER RETURNING TO THE SCHOOL FOR POLICE LIAISON SERVICES.

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

Voting Nay: None.

Absent: Larson and Peterson.

20. Consider approving the request to start the hiring process for Police Officer contingent upon the School Liaison Officer returning to the school.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE THE REQUEST TO START THE HIRING PROCESS FOR POLICE OFFICER CONTINGENT UPON THE SCHOOL LIAISON OFFICER RETURNING TO THE SCHOOL.

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

Voting Nay: None.

Absent: Larson and Peterson.

CLAIMS:

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

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

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

Voting Nay: None.

Absent: Larson and Peterson.

COUNCIL/STAFF REPORTS:

Mayor Gander said south end bridges were back in the news, he visited with Mayor Bochenski about the concerns of the possible requirement for a higher, longer bridge that would extend farther into a neighborhood in Grand Forks, and he gave his assurance which was included in the Herald he would oppose a bridge like that. He said it was not a good fit for a neighborhood, it was a foolish interpretation of the rule saying no part of a bridge could be placed inside a flood plain, and it lacked common sense. He stated the Army Corps of Engineers did allow for items in the flood plain which had to be mitigated so there was a net zero affect to the adjacent properties which was the better way to do things. He added the piers would have to be located within the flood plain, part of the structure would be in the flood plain, and there would have to be mitigation. He thanked all the members of the Pine to Prairie Task Force, the police officers, and Chief Hedlund for his leadership at this time. He said they put themselves in harms way every day and they will be grieving for everyone involved including family members.

Council Member Riopelle congratulated Deb Kiel on her upcoming retirement from the Legislature and with Mayor Gander's announcement, he said he might be able to do something for the district and was glad Representative Kiel was supporting him. He congratulated President Olstad on his recent announcement and he would be supporting him.

Council President Olstad thanked the Police Department, Chief Hedlund, and the Task Force. He also congratulated Mr. Schiller on his promotion and said how they were hoping to have the liaison officer back in the school by the end of the month.

Mr. Huttunen reminded the Council the school board would be reviewing the school liaison agreement the following week so if they approved it, they would get the police officer would be back in the school once the schedule was worked out. He stated Polk County did agree to pay for 25% for the RAISE grant application and the Grand Forks City Council would be meeting that night and they were the last of the four groups to make a decision.

Mr. Galstad congratulated everyone on their promotions.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE JANUARY 16, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:13 P.M.

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

Voting Nay: None.

Absent: Larson and Peterson.

Megan Nelson, City Clerk

**UNAPPROVED MINUTES
OF THE WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 23, 2024 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for Tuesday, January 23, 2024 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

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

Staff Present: Karla Anderson, Finance Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Review of Draft Economic Development Strategy – Paul Gorte & Mark Schill

Mr. Gorte reminded the Council how a meeting was held in October with City Council, staff, and businesses to discuss economic development and a strategy. He said this was an update from that meeting. Mr. Schill stated they took results from the meeting in October to identify priorities and define what work was needed. He explained they could put together the framework or developed a method to move forward. He commented how there were about 40 people at the meeting with half being from businesses and from that meeting it was determined there was a desire for action, a concern about the lack of space for businesses, a strong desire for more communications and marketing to help sell the City, and how they reviewed the positives that the City was able to offer. He said towards the end of the meeting it was brought up that housing still mattered but the Economic Development Authority (EDA) should not be a developer.

Mr. Schill said economic data was by county only, but he was also able to get information using zip codes so based on the region there had been some downturn since the pandemic but had been relatively flat. He reviewed the areas where the city was strong in agricultural production and manufacturing. He continued reviewing the other areas where the city was not as strong such as Admin Services, retail was close to average, and how the City compared to Grand Forks region. He pointed out how manufacturing was stronger on the East Grand Fork side, the region was higher for retail than in the city, and reviewed how manufacturing jobs were higher paying jobs that helped bring wealth to the region.

He stated that for most the people in any community the stores on the corners or highway were the economic development and shared information of the five state region. He said retail had been flat for the last 20 years, there was a big dip during the pandemic, it did come back, but it would be difficult to bring in retail to the community. He said there was a difference with the exchange rate was closer, more retail was wanted, but there would not be much for retail expansion which was important when looking at opportunities for the community. He asked what the goal was for economic development, when the question was asked the main answer was to improve the community, housing, and childcare along with quality of life. He said that helped to focus efforts and added one of the key takeaway points was to help with the growth and retention of existing businesses. He continued with the main items were to help existing businesses, increase commercial real estate, increase marketing and communications, continue to engage with local businesses, and lastly discontinue land and site development for residential housing.

Mr. Schill stated the core work areas were local business development, new business development, the three C's of connect, convene, and communicate, and the land and site development. He reviewed what could be included in each of the areas. He said the categories could change but this was to help create the framework to utilize when making decisions and knowing when to act. He added the next steps were to review priorities and work areas, move forward with work areas, there were limited resources, so they need to create a list to accomplish, and how this could help restructure the EDA and director position.

Mr. Gorte asked if they were headed in the right direction. Council President Olstad asked why Northland was not included in the information. Mr. Schill said the main data came from unemployment insurance, Northland was not counted, and guessed that information was reported through Thief River Falls. Council President Olstad thanked them for the information and thanked those who participated. Mr. Gorte said a follow-up meeting was going to be held on January 30th at the Eagles Club. Mr. Schill said the agenda for that meeting would be reviewing the four core work areas to get input. Mayor Gander said there had been planning efforts in the past, some good while others not so much, sometimes the plans were shelved, or no further input was gathered, so it was important to get continued input from the business community and at some point, they should also get input from consumers. Discussion followed about having regular meetings with businesses. Mr. Schill said item four was very intentional, there were people that wanted to provide input and wanted to help, and how the work would continue because it was unknown what would or would not work. He added they needed input from the community and they would be able to get people around the table to talk about this. Mayor Gander said not everyone was pleased at the meeting and some of those people have been brought into the conversation to help with the situation.

2. Update on Neighborhood Revitalization Program – Paul Gorte

Mr. Gorte said Gate City Bank started a program last year, they wanted to continue the program again this year, there were some issues with people getting permits, and they were working on a way to help correct that. He said seven loans were issued the previous year and the valuation of the home was increased from \$300,000 up to \$400,000.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE JANUARY 23, 2024 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:29 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

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: Sacred Heart Cathloic Community

Previous Gambling Permit Number: X-X 60010

Minnesota Tax ID Number, if any: 41-0773774

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

Mailing Address: 200 3rd St. NW

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

Name of Chief Executive Officer (CEO): Father Matt Schmitz

CEO Daytime Phone: 218-773-0877 CEO Email: mschmitz@sacredheartegf.net

(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

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): Sacred Heart Church & School

Physical Address (do not use P.O. box): 200 3rd St. 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): March 22, 2024

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

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: [Signature] Date: 1/18/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Matt Schmitz

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 specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. 24 – 02 - 17**A RESOLUTION DESIGNATING THE MAYOR’S APPOINTMENT TO THE EAST GRAND FORKS BOARD AND COMMISSIONS FOR 2024**

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

WHEREAS, the Mayor appoints citizens to fill vacancies on various Boards and Commissions of the City of East Grand Forks each year; and

WHEREAS, These Boards and Commissions are important to the operation of the City due to the value of citizen input on recommendations that are forwarded to the City Council on many important issues.

THEREFORE BE IT RESOLVED, that the City Council of the City of East Grand Forks ratifies the following appointments of Mayor Steven Gander to the respective Board and/or Commission for the designated term:

CIVIL SERVICE COMMISSION – Members of the board shall be appointed by the Mayor, with approval of a majority of the City Council, for 3 year terms. Ordinance #152.

<u>Member</u>	<u>Expires</u>
Sheila Bruhn (Reappointment)	12/31/26

METROPOLITAN PLANNING ORGANIZATION (two year term)

<u>Members</u>	<u>Expires</u>
Mike Powers	12/31/25

PARK & RECREATION COMMISSION – Commissioners shall be appointed by the Mayor, by approval of the majority of the City Council. Once initial terms are completed all commissioners will be appointed for a three year term. Vacancies shall be filled in the same manner. Ordinance #23, 4th Series.

<u>Members</u>	<u>Expires</u>
Anna Bryl (Appointment – Replaced Tom McDonald)	12/31/25
Kim Holien (Appointment – Replaced Mark McDonald)	12/31/26
Kevin Weber (Appointment – Replaced Marla Wolfe)	12/31/24

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: February 6, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of February, 2024.

Mayor

RESOLUTION NO. 24 – 02 – 18

RESOLUTION APPOINTING JUDGES

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

BE IT RESOLVED, the City Council of East Grand Forks appoints the following judges in each respective ward or as alternate judges for the March 5th Presidential Primary in 2024.

1st Ward: Jeff McMaines, Rick Audette, Jill Ozaki, Lyvia Juarez
Polling Place: Senior Center; 538 Rhinehart Drive SE

2nd Ward: Brian Smith, Roger Nelson, Jan Boe, Craig Molstad
Polling Place: City Hall Training Room, 600 Demers Avenue NW

3rd Ward: Katie Boespflug, Kelly Hegg, Terry Fore, Amy Ryan
Polling Place: Senior High School 1420 4th Ave NW

4th Ward: Cassandra Hodek, Kathy Bushy, Michelle Quirk, Debbie Abar
Polling Place: Senior High School 1420 4th Ave NW

5th Ward: Michele Ostgard, Marla Wolfe, Julie Norman, Susan Bakke
Polling Place: Senior High School 1420 4th Ave NW

Alternate Judges: Sheila Nelson, Dillon Nelson, and Denise Piker-Gordon

BE IT FURTHER RESOLVED, the election administrator is authorized to re-balance judges to different wards as needed in order to comply with state election laws; and

BE IT FURTHER RESOLVED, the judge's hourly compensation is fixed at the following: chair or head judge at \$14.00 per hour, and regular judge at \$13.00 per hour.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: February 6, 2024

Attest:

City Administrator

President of the Council

I hereby approve the foregoing resolution this 6th day of February, 2024.

Mayor

The organizational meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held January 3, 2024, at 8:00 a.m. was called to order by City Attorney, Ron Galstad.

Present: Grinde, Quirk (Interactive Technology), Beauchamp, Riopelle

Absent: None

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

The following nomination was made for President of the Water, Light, Power and Building Commission: Josh Grinde.

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle that the nominations for President be closed and that a unanimous ballot be cast for Mr. Grinde as President.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

The following nomination was made for Vice President of the Water, Light, Power and Building Commission: Robert Beauchamp.

It was moved by Commissioner Quirk supported by Commissioner Riopelle that the nominations for Vice President be closed and that a unanimous ballot be cast for Mr. Beauchamp as Vice President.

Voting Aye: Grinde, Quirk, Beauchamp, Riopelle

Voting Nay: None

City Attorney, Ron Galstad, turned the meeting over to the newly elected President Josh Grinde.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on January 3, 2024, at 8:02 am in the City Council Chambers.

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

Absent: None

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

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on December 20, 2023.

Voting Aye: Grinde, Beauchamp, Quirk, 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 \$248,185.32.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Beauchamp to adjourn at 8:15 am to the next regular meeting on January 17, 2024, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

Kristen Shipes
Commission Secretary

Request for Council Action

Date: January 29, 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: Michael S. Hedlund – Chief of Police

RE: Request to Declare In-Car and Body Cameras as Surplus Property

History: The East Grand Forks Police Department recently replaced our in-car and body cameras. Guardian Fleet Safety, of Clear Lake, MN is the company that we have been using to do our vehicle equipment changeovers/installations. They have offered to purchase our old in-car and body cameras at a price of \$200.00 per in-car system and \$100.00 per body cam. We have six in-car systems and nine body cams. I am requesting that the old systems (listed below) be declared as surplus property with the intention of selling them to Guardian Fleet Safety.

Six (6) 2018 WatchGuard 4RE In-Car Video Systems @ \$200.00 per system

Nine (9) 2018 WatchGuard Vista Body Cams @ \$100.00 per camera

Financial Impact: This will bring in \$2,100.00 for equipment that we are no longer using. This will probably be in the form of a service credit as they do the equipment installation on our new squad car.

Recommendations: That the EGF City Council declare the above-listed in-car and body cams as surplus property and approve their sale to Guardian Fleet Safety.

Enclosures: None

Request for Council Action

Date: February 6, 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 Approve 2024-2025 Collective Bargaining Agreement for Teamsters Local 120

Background:

The City of East Grand Forks Personnel Committee has reached agreement on collective bargaining agreement with Teamsters Local 120. (Public Works and Parks Maintenance employees). This agreement is retroactive to January 1, 2024.

Recommendation:

Approve the contracts as written with Teamsters No. 120 of January 1, 2024 through December 31, 2025.

Enclosures

- 2024-2025 contract

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**TEAMSTERS, LOCAL NO. 120
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2024

through

DECEMBER 31, 2025

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as EMPLOYER and Teamsters Local Number 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as UNION. 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 agreements; and
- Section 1.2 To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement.

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 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under the laws of the State of Minnesota.
- 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 EMPLOYEE: A member of the bargaining unit.
- Section 2.5 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.6 UNION: The exclusive representative, Teamsters Local 120, affiliated with the International Brotherhood of Teamsters.
- Section 2.7 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.8 WORKING HOURS(S): The HOURS in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: CERTIFICATION AND RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees of the City of East Grand Forks Public Works Department and Parks and Recreation Department who work more than 14 hours per week, or, thirty five (35) percent of the normal work week, and more than 67 working days per year, in the following job classifications:

Equipment Operator
Lead Equipment Operator
Lead Storm-Water/Wastewater Operator
Mechanic
Park Maintenance Worker
Public Works Foreman
Storm Water Operator
Truck Driver
Waste Water Maintenance Helper
Waste Water Operator

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: MANAGEMENT RIGHTS

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; and to perform any inherent managerial functions not specifically limited by this Agreement.

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

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deductions

Each EMPLOYEE will have the right to request and be allowed dues check off for the UNION. Upon receipt of a properly executed authorization from an EMPLOYEE, the EMPLOYER will deduct from the EMPLOYEE'S paycheck the monthly dues that the EMPLOYEE has agreed to pay the UNION. All such sums so deducted from the EMPLOYEE'S paycheck shall be remitted to the UNION. The UNION shall, furnish the EMPLOYER with a list of those EMPLOYEES who are certified as members of said UNION.

Section 5.2 Steward and Representative

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

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purpose 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, except as pertains to UNION elections, nor shall such notices be 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 Representative

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 UNION representatives and of their successors when so designated.

Section 6.3 Processing a Grievance

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 1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE 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 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. 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. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the rules established by the Minnesota Bureau of Mediation Services.

If a grievance is validly appealed to this step and the parties mutually agree in writing, the grievance may be submitted to Minnesota Bureau of Mediation Services for mediation prior to arbitration.

Section 6.5 Arbitrators 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.

ARTICLE 7: SAVINGS CLAUSE

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

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave

An EMPLOYEE may be granted a maximum of three (3) WORKING DAYS for funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY. In the event of a current or former co-worker's death, whom was covered under this contract, employees at their option shall be permitted to attend the funeral with pay for a maximum of 2 hours. Additional WORKING DAYS for funeral leave may be granted at the discretion of the EMPLOYEE'S designated supervisor for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time.

Section 8.2 Jury Duty/Civic Duty

All EMPLOYEES will receive an automatic leave of absence when called for jury duty, to participate in any City, State or Federal Election as an Election Judge or subpoenaed as a witness. EMPLOYEES will be paid by the EMPLOYER the difference of their hourly wage listed in Schedule A and the amount received as a juror (less any amount received for mileage or expense allowance) while serving on jury duty.

Section 8.3 Other Leaves

An EMPLOYEE may request a leave of absence without pay. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the EMPLOYEE'S designated supervisor. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the EMPLOYEE'S designated supervisor within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) DAYS.

Section 8.4 Union Business

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

ARTICLE 9: DISCHARGE OR SUSPENSION

Section 9.1 The Employer will discipline for just cause only. Written reprimands, suspensions, demotions, and discharges will be in written form. The UNION will be provided a copy of all written disciplinary actions.

Section 9.2 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 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 9.3 Probationary Employees

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

ARTICLE 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 **\$2,000.00**

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) – Effective January 1, 2024, for EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) the EMPLOYER will contribute a maximum of up to **\$2,000** per calendar year for SINGLE coverage plans and up to **\$2,400** per calendar year for FAMILY plans. The EMPLOYEE must contribute a minimum of **\$1,000** 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) –Effective January 1, 2024, for EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) that are ineligible for an H S A due to other coverage, the EMPLOYER will contribute up to \$2,000 for SINGLE coverage plans and up to \$2,800 for FAMILY coverage plans into a VEBA account. Contributions will be made in bi-weekly installments.

Subsection 10.1.5 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 Minnesota State Retirement System Health Care Savings Plan

- Subsection 10.3.1 Beginning in 2014, all full time EMPLOYEES eligible for severance pay for unused sick leave under this Agreement shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Health Care Savings Plan.
- Subsection 10.3.2 Beginning in 2009, all eligible EMPLOYEES will contribute the dollar equivalent of 100% of all unused and banked sick leave hours in excess of 1,280 and/or 3% of unused and banked sick leave, up to and including 1,280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.
- Subsection 10.3.3 The EMPLOYER'S responsibility will be to process the initial EMPLOYEE enrollment in the plan and to forward the appropriate EMPLOYEE contributions to MSRS in the manner required and approved by MSRS.

ARTICLE 11: HOLIDAYS

Section 11.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday*	Christmas Eve*
Memorial Day	Christmas Day
Juneteenth	New Year's Eve*
Fourth of July	(1) Floating Holiday
Labor Day	

*These holidays are four (4) hours in length commencing after completion of 4 WORKING HOURS.

Each employee shall receive one day's pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work-day preceding and succeeding the holiday.

Section 11.2 Floating Holiday

The one (1) floating holiday may be used at the EMPLOYEE'S discretion, but only with the EMPLOYER'S approval. The request to use the floating holiday must be made to the EMPLOYER at least one (1) day prior to the date requested.

Each employee shall receive one day pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday.

Section 11.3 Legal Holiday Pay

- A. If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu.
- B. Employees shall be paid their current hourly rate of pay times eight hours for each holiday.
- C. If Juneteenth, Independence Day, or Veteran's Day falls on a Saturday, the preceding Friday shall be the holiday.
- D. If Juneteenth, Independence Day, or Veteran's Day falls on a Sunday, the following Monday shall be the holiday.
- E. In those years when New Year's Day and Christmas Day fall on a Tuesday, Wednesday, Thursday, or Friday employees shall receive ½ day (4) hours off for both New Year's Eve and Christmas Eve.
- F. If New Year's Day or Christmas Day falls on a Saturday, the preceding Friday shall be the holiday and New Years Eve and Christmas Eve as defined in this Article shall be taken on the preceding Thursday.
- G. If New Year's Day or Christmas Day falls on a Sunday, the following Monday shall be the holiday and New Year's Eve and Christmas Eve as defined in this Article shall be taken on the preceding Friday.

Section 11.4 Work Performed on Holiday

If an EMPLOYEE is required to work on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their hourly wage listed in Schedule A in addition to their holiday pay or receive compensatory time as provided in Article 22.

If an EMPLOYEE is required to work on Memorial Day, Labor Day, New Years Day, July 4, Thanksgiving or Christmas Day will be paid double time (2x) the rate of pay.

ARTICLE 12: VACATIONS

Section 12.1 Eligible Employees and Accrual

All full time EMPLOYEES hired before April 1, 2010 will be eligible for an annual paid vacation, at their regular rate of compensation, 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	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 April 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

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

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours

Section 12.2 Separation of Employment

The person designated to receive the payment as a result of the death of an EMPLOYEE will be the person named by the EMPLOYEE as beneficiary of such policy. Such beneficiary shall be named by the EMPLOYEE, in a written statement on a form provided by the EMPLOYER, designating the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds will be paid to their personal representative. In computing pay or entitlement, the length of service will be based upon the anniversary date the EMPLOYEE commenced employment.

Section 12.3 Selection

If EMPLOYEES in the same job classification request vacation for the same day(s), the most senior EMPLOYEE shall have first choice of vacation.

Section 12.4 Vacation Carried

No more than one hundred sixty (160) hours of vacation may be carried over into the following year unless otherwise approved by the EMPLOYER.

ARTICLE 13: SICK LEAVE

Section 13.1 Accumulation of Compensation

Subsection 13.1.1 Sick leave shall be accumulated at the rate of eight (8) HOURS per calendar month of service with unlimited accumulation of hours. Compensation under this Article will be at the EMPLOYEE'S hourly wage listed in Schedule A.

Subsection 13.1.2 Only WORKING DAYS shall be counted when computing sick leave.

Section 13.2 Earned Sick and Safe Time (ESST)

The Employer will adopt and implement an Earned Sick and Safe Time (ESST) Policy in accordance with Minnesota Statutes, Sections 181.9440 – 181.9448. The Employer's ESST Policy will apply to Employees to the extent it does not conflict with this Agreement.

Section 13.3 Proof of Illness

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 13.4 Worker's Compensation

When an EMPLOYEE is eligible for worker's compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave their sick leave is exhausted or until worker's 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, 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 13.5 Veterans Allowance

Veterans may attend, without loss of pay, two (2) medical appointments per year up to a maximum of eight (8) hours each occurrence without using sick leave.

Section 13.6 Family Illness

Sick leave may also be used in the case of illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required, but not to exceed three (3) WORKING DAYS. This time shall be charged against the EMPLOYEE'S sick leave account.

Section 13.7 Accumulation While on Leave

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

Section 13.8 Separation of Employment

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired before January 1, 2004 shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) HOURS, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received.

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired on or after January 1, 2004 shall be paid for 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed nine hundred sixty (960) HOURS of unused sick leave then accumulated and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received.

Section 13.9 Beneficiary

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 for the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.10 Sell Back

At the EMPLOYEE'S option, an EMPLOYEE hired before April 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 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 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.

Section 13.11 Sick Leave Donation

An Employee may, on a voluntary basis, donate accumulated sick leave days to a co-worker after said co-worker has exhausted his sick leave due to an illness or injury. The donor employee must maintain two hundred (200) hours in their bank and 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 their probationary period in 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.

ARTICLE 14: HOURS OF WORK

Section 14.1 Consecutive Hours of Work

The normal work DAY for full-time EMPLOYEES will be 7:00 AM to 3:30 PM or 8:00 AM to 4:30 PM, Monday through Friday, with a one-half hour unpaid meal break and two fifteen minute rest breaks. Service to the public may require work schedules for full-time EMPLOYEES of consecutive work HOURS different from the normal WORKING DAY or work week.

ARTICLE 15: WAGE SCHEDULE

Section 15.1 Wage Schedule

EMPLOYEES shall be compensated in accordance with the wage schedule attached to this Agreement entitled Schedule A, which is incorporated herein by reference and shall be considered part of this Agreement.

Section 15.2 New Classification

When any new position, not listed on the wage schedule is established, the EMPLOYER may establish a job classification and wage schedule for the position. In the event the UNION does not agree that the wage schedule is proper, it shall have the right to negotiate the schedule for the new position.

Section 15.3 Daily Guarantee

An EMPLOYEE who is scheduled to report for a regular shift and who is in attendance for work as scheduled shall be assigned to at least three (3) WORKING HOURS or granted a minimum of three (3) hours pay at their appropriate rate, listed in Schedule A, whichever is appropriate.

ARTICLE 16: OTHER PAY

Section 16.1 Hours of Overtime

Full-time employees will be paid overtime at one and one-half times their hourly wage listed in Schedule A when assigned by the EMPLOYER to work in excess of their scheduled shift.

For the purpose of this Agreement, a workweek shall start at 00:01 a.m. Monday morning and shall run until 12:00 p.m. of the following Sunday evening.

Section 16.2 Equal Distribution

Overtime work shall be distributed equally as practicable to EMPLOYEES working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement.

Section 16.3 Method of Distribution

On each occasion, the opportunity to work overtime shall be offered to the EMPLOYEE within the job classification who has the least number of overtime hours to their credit at that time for the calendar year. If this EMPLOYEE does not accept the assignment, the EMPLOYEE with the next fewest number of overtime HOURS to their credit shall be offered the assignment. This procedure shall be followed until the required number of EMPLOYEES have been selected for overtime work. Any EMPLOYEE who is eligible to work overtime hours and refuses to work such hours will be credited with such overtime hours for the purposes of this section. EMPLOYEES hereunder shall not be required to suspend work during regular hours to absorb overtime.

Section 16.4 Record of Hours

A record of the overtime hours worked by each EMPLOYEE shall be posted on the department bulletin board monthly.

Section 16.5 Holiday Hours

For the purpose of computing overtime, all holiday hours shall be regarded as HOURS worked.

Section 16.6. Call Back or Extension of Shift

Employees called to work at a time other than their scheduled shift shall be paid a minimum of three (3) hours at one and one-half times their hourly wage listed in Schedule A. An extension of or early report to a scheduled shift does not qualify for this minimum.

Section 16.7 Waste Water On Call Pay

Employees required to be on call by the EMPLOYER during non-WORKING HOURS and EMPLOYEES temporarily required to be on call to respond to calls relating to such operators' duties during non-WORKING HOURS shall be paid \$1.75 per hour for each hour the EMPLOYEE is on call.

Section 16.8 Boiler's License Pay

EMPLOYEES with a valid State of Minnesota issued boiler's license will receive the following payments:

- A. A maximum lump sum payment of \$200 to apply, prepare for and take the boiler's license test if requested by the EMPLOYER to take the test. The EMPLOYER will only pay this payment one time for an EMPLOYEE while employed with EMPLOYER.
- B. A \$500 Stipend will be paid annually to employees that hold a Valid State of Minnesota boilers license to be paid out with the employee's comp time.

Section 16.9 Extreme Weather Pay

Essential EMPLOYEES required to remain on duty for their "normal scheduled shift" after the City has closed its facilities due to severe weather shall be paid at one and a half (1 ½) times their normal rate for the remainder of their "normal scheduled shift".

Section 16.10 Flood and Flood Wall Events

EMPLOYEES assigned by the EMPLOYER to work a flood emergency event/situation in constructing floodwalls, taking down flood walls, or flood fight assignments related to the City's flood protection system will be paid as a Wastewater Operator using Section 19.5; Temporary Assignment and Schedule A of this agreement.

Section 16.11 Scheduled Overtime Assignments

EMPLOYER may schedule an EMPLOYEE(s) for Special Events and Community events, such

as parades, concerts, holiday celebrations, etc. as necessary for the safety and benefit of said community events. EMPLOYEES may also volunteer to cover the assignments for pre-scheduled events of this nature.

EMPLOYEE(s) scheduled to work these events shall be assigned work or paid a minimum of three (3) hours at one and one-half (1.5) times their appropriate rate listed in Schedule A. Events taking longer than three (3) hours will be paid on a 15-minute increments for all hours worked beyond the three (3) hour commitment. An extension of or early report to a scheduled regular work shift does not qualify for this minimum.

Section 16.12 Cell Phone Reimbursement

EMPLOYEES who utilize their personal cellular phone for City business will be provided with a monthly cellular phone reimbursement of thirty-five dollars (\$35) per month. EMPLOYEES are encouraged to provide their own insurance for breakage/damage cellular phones. The EMPLOYER will not be liable for any damage while using the personal phone for city business.

Reimbursements will be made through the City payroll, after the EMPLOYEE has submitted an EMPLOYER Expense Form along with the first page of the EMPLOYEE wireless service bill, verifying an active cellular plan. EMPLOYEES who have an assigned EMPLOYER owned cell phone as part of their job assignment are not eligible for this reimbursement.

ARTICLE 17: SENIORITY

Section 17.1 Probationary Employees

New EMPLOYEES hired in the bargaining unit shall be considered as probationary EMPLOYEES for the first six (6) months of their employment. When an EMPLOYEE finishes the probationary period, they shall be entered on the seniority list and credited as of their first date of hire.

Section 17.2 Posted List

The seniority list on the date of this Agreement will show the name and job titles of all EMPLOYEES of the unit entitled to seniority. The EMPLOYER will keep the seniority list current and posted.

Section 17.3 Loss of Seniority

An EMPLOYEE shall lose their seniority for the following reasons only: (1) the EMPLOYEE resigns; (2) the EMPLOYEE is discharged for cause and the discharge is not reversed by the procedure set forth in this Agreement; (3) the EMPLOYEE is absent for five (5) consecutive work DAYS without notifying the EMPLOYER. In proper cases, exceptions shall be made; (After such absence, the Employer will send written certified notification to the employee at their last known address that they have lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the

grievance procedure,4) the EMPLOYEE does not return to work when they are recalled from being laid off as set forth in the layoff procedure. In proper cases, exceptions shall be made; and (5) an employee is expected to return to work from sick leave or a leave of absence, but fails to do as such.

Section 17.4 Job Preference

Seniority shall be the determining criterion for job classification and duty assignments only when all job relevant qualifications between EMPLOYEES are equal.

ARTICLE 18: LAY OFF AND RECALL

EMPLOYEES will be laid off based on job classification seniority. EMPLOYEES and the UNION will be given seven (7) DAYS advance notice prior to layoff.

When EMPLOYEES are recalled from layoffs, the EMPLOYEES will be recalled from the layoff based on job classification seniority. In such case, the notice of recall will be sent to the laid off EMPLOYEE'S last known address by registered/certified mail. EMPLOYEES will then be given seven (7) DAYS after receipt of the recall notice to return to work. Failure of an EMPLOYEE to report within the seven (7) DAY period will terminate the EMPLOYEE'S recall rights.

ARTICLE 19: PROMOTIONS

Section 19.1 Filling of Vacancies

Vacancies in bargaining unit positions shall be filled as reasonably practicable from among persons holding positions in the classified service. Promotional examinations shall be open to all permanent or probationary EMPLOYEES in the classified service. Promotions shall be based on merit and fitness, to be ascertained by competitive examinations in which the EMPLOYEE'S seniority, ability, efficiency, character, conduct, and experience shall constitute factors.

Section 19.2 Posting of Vacancies

All job vacancies will be posted for ten (10) DAYS setting forth the procedures for application. Entry level positions will be posted a minimum of five (5) DAYS internally.

Section 19.3 Probationary Period

EMPLOYEES promoted shall be granted a six (6) month probation period to determine the following: (1) their desire to remain on the job; and (2) their ability to perform the job. During the probationary period the EMPLOYEE shall have the right to return to their former position and wage without loss of seniority or other benefits.

Section 19.4 Unable to Perform

If the EMPLOYER determines that the EMPLOYEE is not able to perform or fill the position to which they have been promoted, the notice and reason for such determination shall be submitted to the EMPLOYEE in writing and a copy to the UNION.

Section 19.5 Temporary Assignment

EMPLOYEES assigned by the EMPLOYER to work in different job classifications shall be paid the rate of pay for that job classification at the Grade and Step that is at least 4.0 percent above the EMPLOYEES current rate of pay for the duration of the assignment, except for park maintenance worker assignments to park foreman. This means that EMPLOYEES working out of class into a higher classification will be paid at the rate of pay for the higher classification for the specific number of WORKING HOURS for which they are assigned and required to work out of classification. EMPLOYEES assigned to work out of class at a lower classification shall not be paid less than the rate of pay for their particular classification. In the event that the EMPLOYER decides to temporarily re-assign an EMPLOYEE to work in a non-driving classification because of a loss of driving privileges, the EMPLOYEE shall be paid at the rate of the temporary classification.

ARTICLE 20: FOOTWEAR ALLOWANCE

Two hundred dollars (\$200.00) each calendar year will be available to each EMPLOYEE for footwear needs. Employees may carryover any unused footwear needs allowance from a calendar year into subsequent calendar years, but an employee may not accumulate more than two and one-half times the cap for the calendar year.

ARTICLE 21: SAFETY AND HEALTH

Section 21.1 OSHA

As required by the Occupational Safety and Health Act (OSHA) of 1970, as amended, the EMPLOYER shall make provisions for the safety and health of its EMPLOYEES during the hours of employment. Protective devices (both personal and mechanical) and protective clothing as required by the Act shall be provided for and maintained by the EMPLOYER. Any item furnished by an EMPLOYEE or EMPLOYER is the responsibility of the EMPLOYEE.

Section 21.2 Cooperation

The UNION and the EMPLOYER agree that they will cooperate in the enforcement of any safety and health standards and rules that may be established by the EMPLOYER to comply, with State, Federal or other legal regulations.

Section 21.3 Safety and Training Requirements

All EMPLOYEES required to attend any safety meetings or safety training meetings as required

by the EMPLOYER and to abide by all safety rules and regulations established by the EMPLOYER. Time spent in EMPLOYER safety meetings will be paid at the EMPLOYEE'S wage listed in Schedule A.

Section 21.4 Safety Committee

A Safety Committee consisting of a representative from the City Council and duly appointed representative from the following departments: Maintenance, Sewage, Street and Parks & Recreation shall meet not less than once quarterly for the purpose of reviewing accident records and making recommendations to improve the safety and health program.

Section 21.5 Physical Exams

All EMPLOYEES required to have a physical or exam as a condition of employment shall have the cost of such physical or exam paid in full by the EMPLOYER.

Section 21.6 Safety Eyewear

If required, the Employer shall pay for all protective safety eyewear including prescription safety lenses.

ARTICLE 22: COMPENSATORY TIME

EMPLOYEES may earn compensatory time in lieu of overtime pay at the EMPLOYEE'S option. If EMPLOYEES elect compensatory time in lieu of overtime pay, they will receive one and one-half (1-1/2) hours of compensatory time for each hour of overtime that they elect to take as compensatory time. Employees will be paid overtime at the current rate in the classification they are assigned. If the EMPLOYEE is working in a higher classification, overtime shall be calculated accordingly. EMPLOYEE may not accumulate more than eighty (80) banked hours of compensatory time. EMPLOYEES may use compensatory time by mutual agreement between the EMPLOYEE and EMPLOYER. All accumulated compensatory time in excess of forty (40) hours will be paid off as of December 31st of each year. Forty (40) hours of compensatory time may be carried over to the following year. At employee's discretion compensatory time paid out may be directed as contribution to employee's Health Savings Account as long as employee and employer contributions for year do not exceed limitations set forth by IRS.

ARTICLE 23: WAIVER

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

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 24: TERMINATION AND MODIFICATION

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

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ DAY of _____, 2024.

City of East Grand Forks

By: _____
Mayor

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

Dated: _____

Teamsters Local No. 120

By: _____
President

Dated: _____

By: _____
Business Agent

Dated: _____

By: _____
Steward

Dated: _____

SCHEDULE A

Commencing January 1, 2024, the EMPLOYER will compensate EMPLOYEES based on the EMPLOYER adopted 10-step Compensation Plan. The rates contained in the Compensation Plan herein refer to the hourly rates upon which compensation is based.

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

Pay Grade/Step Assignments

Any EMPLOYEE in a Job Classification that did not receive a Pay Grade increase from the 2023 Job Classification grades, and who is at step 8 at the end of calendar year 2023, will have a January 1st anniversary for the purpose of eligible step increases. Those employees in this criterion who are at STEP 7 or below at the end of calendar year 2023 will use their original date of hire/promotion for the purpose of step increases.

Any EMPLOYEE who received a Pay Grade increase from their 2023 Job Classification, the EMPLOYEE shall be placed at the new classified Grade and at the Step on the adopted 2023 Market Analysis 10-step Compensation Plan which at least 4% above the current compensation.

- For those employees who are at STEP 8 at the end of calendar year 2023, the EMPLOYEE will receive their Grade/Step assignment as detailed above in 2024, and will have a January 1, 2025 anniversary for the purpose of a STEP increase.
- For those employees who are at STEP 7 or below at the end of calendar year 2023, the EMPLOYEE will follow their original date of hire/promotion for the purpose of STEP increases.

All EMPLOYEE's must receive an annual review of at least "Meets Expectations" in their prior annual rating period in order to receive a step increase.

Job Classification

Pay Grade

Parks Maintenance Worker	9
Truck Driver	10
Equipment Operator	11
Lead Equipment Operator	12
Wastewater Operator	13
Stormwater Operator	13
Mechanic	13
Park Foreman	13
Public Works Foreman	15
Lead Storm-Water/Waste-water Operator	15

**Teamsters Local No. 120 Compensation Plan
2024 Pay Schedule**

The following schedule represents a 3% increase to the 2023 10- Step Compensation Schedule

2024	Step									
Grade	1	2	3	4	5	6	7	8	9	10
9	20.46	21.33	22.21	23.08	23.96	24.83	25.72	26.59	27.39	28.21
10	21.48	22.39	23.32	24.25	25.16	26.08	27.00	27.91	28.76	29.62
11	22.76	23.74	24.72	25.70	26.67	27.65	28.62	29.59	30.49	31.40
12	23.91	24.94	25.96	26.98	28.00	29.03	30.05	31.08	32.01	32.97
13	25.10	26.17	27.24	28.33	29.41	30.48	31.56	32.62	33.61	34.62
15	28.74	29.97	31.20	32.43	33.66	34.90	36.13	37.36	38.48	39.63

2025 Pay Schedule

The following schedule represents a 3% increase to the 2024 Pay Schedule

2025	Step									
Grade	1	2	3	4	5	6	7	8	9	10
9	21.07	21.97	22.88	23.77	24.68	25.57	26.49	27.39	28.21	29.06
10	22.12	23.06	24.02	24.98	25.91	26.86	27.81	28.75	29.62	30.51
11	23.44	24.45	25.46	26.47	27.47	28.48	29.48	30.48	31.40	32.34
12	24.63	25.69	26.74	27.79	28.84	29.90	30.95	32.01	32.97	33.96
13	25.85	26.96	28.06	29.18	30.29	31.39	32.51	33.60	34.62	35.66
15	29.60	30.87	32.14	33.40	34.67	35.95	37.21	38.48	39.63	40.82

Request for Council Action

Date: February 6, 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 LELS Memo of Understanding for Post Employment Health Care Savings Plan

Background:

Through contract negotiations with Law Enforcement Labor Services (LELS) and the City, it was agreed that at separation of employment, 0% of the eligible severance pay (Sick Leave and Vacation) would be directed to the MN State Retirement Systems Health Care Savings Plan (HCSP). The previous agreement had 100% of eligible severance directed to the HCSP.

Attached is an MOU reflecting this agreement.

Recommendation:

Approve the Memo of Understanding with LELS for Health Care Savings Plan.

Enclosures

- Memo of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EAST GRAND FORKS
AND
LAW ENFORCEMENT LABOR SERVICES
POLICE DEPARTMENT LOCAL NO. 152**

The following is a memorandum of understanding between the City of East Grand Forks (City) and one of its exclusive bargaining units, Law Enforcement Labor Services, Inc. representing Local 152 employees of the East Grand Forks Police Department (Union).

Agreement

HEALTH CARE SAVINGS PLAN

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

The EMPLOYER shall provide for the participation of EMPLOYEES in the MSRS Healthcare Savings Plan (HCSP). Eligibility for participation by EMPLOYEES will begin effective January 1, 2021 and continue unless specifically terminated by both the UNION and City. 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.

Beginning in 2021, all eligible EMPLOYEES will contribute the dollar equivalent of 3% of the unused and banked sick leave up to and including 1,280 hours. The dollar equivalent is calculated by taking the eligible EMPLOYEE'S hourly rate of pay for the preceding year times the number of hours that the EMPLOYEE is eligible to receive. This contribution will be deducted from banked sick hours in January of each year. The EMPLOYEE'S banked sick hours will then be reduced by the number of eligible hours reflected by the EMPLOYEE'S contribution.

All EMPLOYEES shall direct zero percent (0%) of their eligible severance pay to the MSRS Health Care Savings Plan (HCSP).

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

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

City of East Grand Forks

LELS Local 152

Mayor

Business Agent

Dated: _____

Dated: _____

City Administrator/Clerk-Treasurer

Union Steward

Dated: _____

Dated: _____

RESOLUTION NO. 24 – 02 - 16**RESOLUTION OF SUPPORT FOR FY 2024 RAISE PLANNING GRANT
APPLICATION FOR EAST GRAND FORKS-GRAND FORKS BRIDGE CROSSING
PROJECT**

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

WHEREAS, the Rebuilding American Infrastructure with Sustainability and Equity “RAISE” Transportation Grants Program provides dedicated, discretionary funding for transportation infrastructure projects of local or regional significance; and

WHEREAS, the United States Department of Transportation is soliciting applications for \$1.5 billion for the FY 2024 RAISE Grants Program as appropriated through the National Infrastructure Investments, of which at least \$75 million are set-aside for planning grants; and

WHEREAS, the FY 2024 RAISE Grants Program directs funds be divided not more than 50 percent for rural areas and 50 percent for urbanized areas and requires measures to ensure an equitable geographic distribution of grant funds and an appropriate balance in addressing the needs of urban and rural areas; and

WHEREAS, activities eligible for funding under RAISE planning grants are related to the planning, preparation, or design, including but not limited to environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities of eligible surface transportation capital projects that will not result in construction with RAISE FY 2024 funding; and

WHEREAS, the maximum award for this round of FY 2024 RAISE Grants Program is \$25 million; and

WHEREAS, the project is identified as a rural project and is eligible to request up to 100 percent in federal funds through the RAISE planning grant;

WHEREAS, the City of East Grand Forks, MN as the lead applicant, has the support and partnership of the City of Grand Forks, ND (GF), and the counties of Polk (MN) and Grand Forks (ND) to seek funds for planning activities including but not limited to environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, preliminary engineering, and final design engineering, for a future bridge spanning the Red River; and

WHEREAS, the proposed planning activities will result in planning and design of a preferred alternative that supports USDOT’s strategic goals of improving safety, economic strength and global competitiveness, equity, and climate and sustainability, and aligns with the priorities of workforce development, job quality, and wealth creation; and

NOW THEREFORE BE IT RESOLVED, that the City Council of East Grand Forks supports and approves the FY 2024 RAISE Grant application towards planning activities for East Grand Forks-Grand Forks Bridge Crossing Project, and authorizes the City Administrator to submit the application.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: February 6, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of February, 2024.

Mayor

TEMPORARY ROAD RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2024, between and RJ Zavoral and Sons, Inc. hereinafter (“Zavoral”) and City of East Grand Forks, a municipal corporation under the laws of Minnesota hereinafter (the “City”).

WHEREAS, Zavoral has requested to install a gate closure on 20th Avenue NE accessing its asphalt plant as depicted on the plat for the Enright Addition recorded in the office of the Polk County Reorder dated December 16, 2022 as document no A000744563. Hereby attached and incorporated by reference.

WHEREAS, the City has control over all streets pursuant to Section 10.04 of the City Charter; and

WHEREAS, currently, 20th Avenue NE is unpaved and not used for ingress or egress by the general public; and

WHEREAS, Zavoral has requested the gate closure for public safety purposes and to prevent unauthorized vehicular traffic exiting onto Highway 2; and

WHEREAS, the City Council has determined that it is in the public interest to allow a gate for temporary road closure when the asphalt plant is not in operation.

THEREFORE IT IS AGREED as follows:

1. That the City will grant Zavoral the authority to install a temporary gate to enable Zavoral to close access to 20th Avenue NE in the City of East Grand Forks; and
2. Zavoral will provide the City of East Grand Forks’ public services, to include the EGF Water and Light Department access at all times to provide public services; and
3. If a lock is installed to secure the gate closure the City will be provided keys or an access code to open the closure to gain access at any time in the City’s sole discretion; and
4. The gate will be installed at a location as determined by City engineer which specifically will not encroach on the County Highway 17 road right-of way; and

5. The gate will be installed at no cost to the City; and
6. The City reserves the right to terminate this temporary road right-of-way encroachment agreement at any time in its sole discretion; and
7. That upon termination Zavoral will remove the closure within 10 days and shall at their expense restore said premises as nearly as possible to the same state and condition they were in prior to the installation of the gate closure.

DATED this _____ day of February 2024.

RJ ZAVORAL AND SONS, INC.

John Zavoral

The foregoing instrument was acknowledged before me this _____ day of February 2024, by John Zavoral.

Notary Public
My Commission Expires: _____

DATED this _____ day of February 2024.

CITY OF EAST GRAND FORKS

Reid Huttunen, City Administrator

Steven Gander, Mayor

The foregoing instrument was acknowledged before me this ____ day of February 2024, by Reid Huttunen and Steven Gander respectively on behalf of the City of East Grand Forks, Minnesota.

Notary Public

My Commission Expires: _____

(TEMPORARY ROAD RIGHT OF WAY ENCROACHMENT)



A000744563

**OFFICE OF THE COUNTY RECORDER
POLK COUNTY, MINNESOTA
CERTIFIED, FILED, AND
RECORDED ON**

12/16/2022 12:30:56 PM

PAGES: 3

REC FEES: 56.00

**SAM MELBYE
POLK COUNTY RECORDER**

BY KJS Dep

WELL CERTIFICATE RECEIVED _____

ENRIGHT ADDITION

Parent Parcel # 40.00023.00

School District # 595

Water Shed Red Lake

Owner	Parcel #	Lot #	Block#
RJ Zavoral and Sons, Inc. PO Box 435 East Grand Forks, MN 56721 83.04527.00	83.04527.00	1	

ENRIGHT ADDITION

SURVEYOR'S CERTIFICATE

Correct as shown.



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

On this 29 day of September, 2022, before me a Notary Public in and for said County and State, personally appeared Geria D. Pribula, to me known to be the person described herein and who executed the foregoing Instrument and acknowledged that he executed the same as his free act and deed.

STATE OF MINNESOTA)
COUNTY OF POLK)


KEVIN J. LARSUN
 Notary Public
 Minnesota
 My Commission Expires
 Jan 31, 2024

Zain J. Jaram
Notary Public, Polk County
State of Minnesota
My Commission Expires: 1/31/24

OWNERS CONSENT AND DEDICATION

The easterly 2.0 acres of the West Half of the Southeast Quarter and that part of the East Half of the Southeast Quarter, all in Section 6, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 6, hence westerly, along the south line of said Section 6, a distance of 100 feet; thence North 67° degrees 30 minutes 30 seconds East, a distance of 276.75 feet; thence North 67° degrees 30 minutes 30 seconds East, a distance of 189.50 feet to the beginning of that tract of land to be described hereinafter; thence continuing North 02° degrees 30 minutes 30 seconds East, a distance of 100 feet; thence South 67° degrees 30 minutes 30 seconds West, a distance of 100.97 feet; thence South 67° degrees 30 minutes 30 seconds West, along the west line of said East 1/2 of the Southeast Quarter, 27° degrees 30 minutes 30 seconds East, parallel with the west line of said East 1/2 of the Southeast Quarter, a distance of 100 feet; thence North 67° degrees 30 minutes 30 seconds East, a distance of 17.25 feet; thence North 67° degrees 30 minutes 30 seconds East, a distance of 80.00 feet; thence North 02° degrees 30 minutes 30 seconds West, parallel with the west line of said East 1/2 of the Southeast Quarter, a distance of 1889.56 feet; thence North 67° degrees 30 minutes 30 seconds East, a distance of 99.10 feet to the point of beginning.

Said tract of land contains 22.06 acres, more or less.

Contract for Deed Holder for All Land Platted Herein:

John T. Zavoral
ZAVORAL & SONS, INC.
John Zavoral, President/CEO
STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this 29 day of September, 2022, by John Zavoral, President/CEO, RJ Zavoral & Sons, Inc.

Karin Larson
Notary Public, Polk County
State of Minnesota
My Commission Expires: 1/31/24

Owner of All Land Platted Herein:


Scott Enright
STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this 29 day of September, 2022, by Scott Enright.

Terri L. Larson
Notary Public, Polk County
State of Minnesota
My Commission Expires: 1/31/24

Owners of All Land Platted Herein:

Randall Enright
Randall Enright, husband
STATE OF MINNESOTA)

This instrument was acknowledged before me on this 29 day of September, 2022, by Randall and Brenda Enright, husband and wife.

Kevin Larson
Notary Public/Polk County
State of Minnesota
My Commission Expires: 1/31/24

COUNTY TREASURER TAX STATEMENT

hereby certify that all taxes for 2022 on the land described herein are paid;


 Erik J. Stenlund
 County Recorder
 County Recorder Certificate
 Document Number

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this 16th day of December, 2022, at 12:30 o'clock P. M, and was duly recorded in Book --- of --- page ---. Document # A000744563

Kayla Ginner, Deputy
olk County Recorder, State of Minnesota

[illegible]

CITY PLANNING COMMISSION APPROVAL

The subdivision of land shown hereon has been approved by the Planning Commission of the City of East Grand Forks at a meeting of said City Planning Commission on the 14th day of April, 2022, in accordance with the laws of the State of Minnesota, ordinances of the City of East Grand Forks, and regulations of said City Planning Commission. In witness thereof are set the hands and seals the City Planner of the Planning Commission of the City of East Grand Forks.


Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA)
COUNTY OF POLK)

This instrument was acknowledged before me on this 01 day of Oct, 2022, by Chad Erickson, Planning Commission Secretary.

Brandon Fausch
Notary Public, Polk County
State of Minnesota
My Commission Expires: 1/31/20

CITY COUNCIL APPROVAL

The City of East Grand Forks, Minnesota has approved the subdivision of land shown hereon, at a regular scheduled meeting of the City Council held on the 17 day of May, 2022.


David Murphy, City Administrator/Clerk-Treasurer
City of East Grand Forks, Minnesota

STATE OF MINNESOTA)
(COUNTY OF POLK)
This instrument was acknowledged before me on this 14th Oct, 2022, by David Murphy,
City Administrator/Clerk-Treasurer.

Brenda Fayt
Notary Public, Polk County
State of Minnesota
My Commission Expires: 1/3/20

TAX STATEMENT

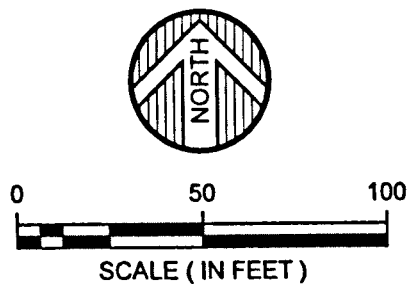
COUNTY AUDITOR TAX STATEMENT

No delinquent taxes due and transfer entered this 16th day of December, 2022.

5-27-20
Polk County Auditor, State of Minnesota

EXHIBIT A

OWNER: RJ ZAVORAL & SONS
PIN: 400002300



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON NORTH DAKOTA NORTH
(CITY OF EAST GRAND FORKS)
COORDINATE SYSTEM

- PERMANENT UTILITY EASEMENT
- PROPERTY BOUNDARY
- DEED LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- LEVEE CENTERLINE

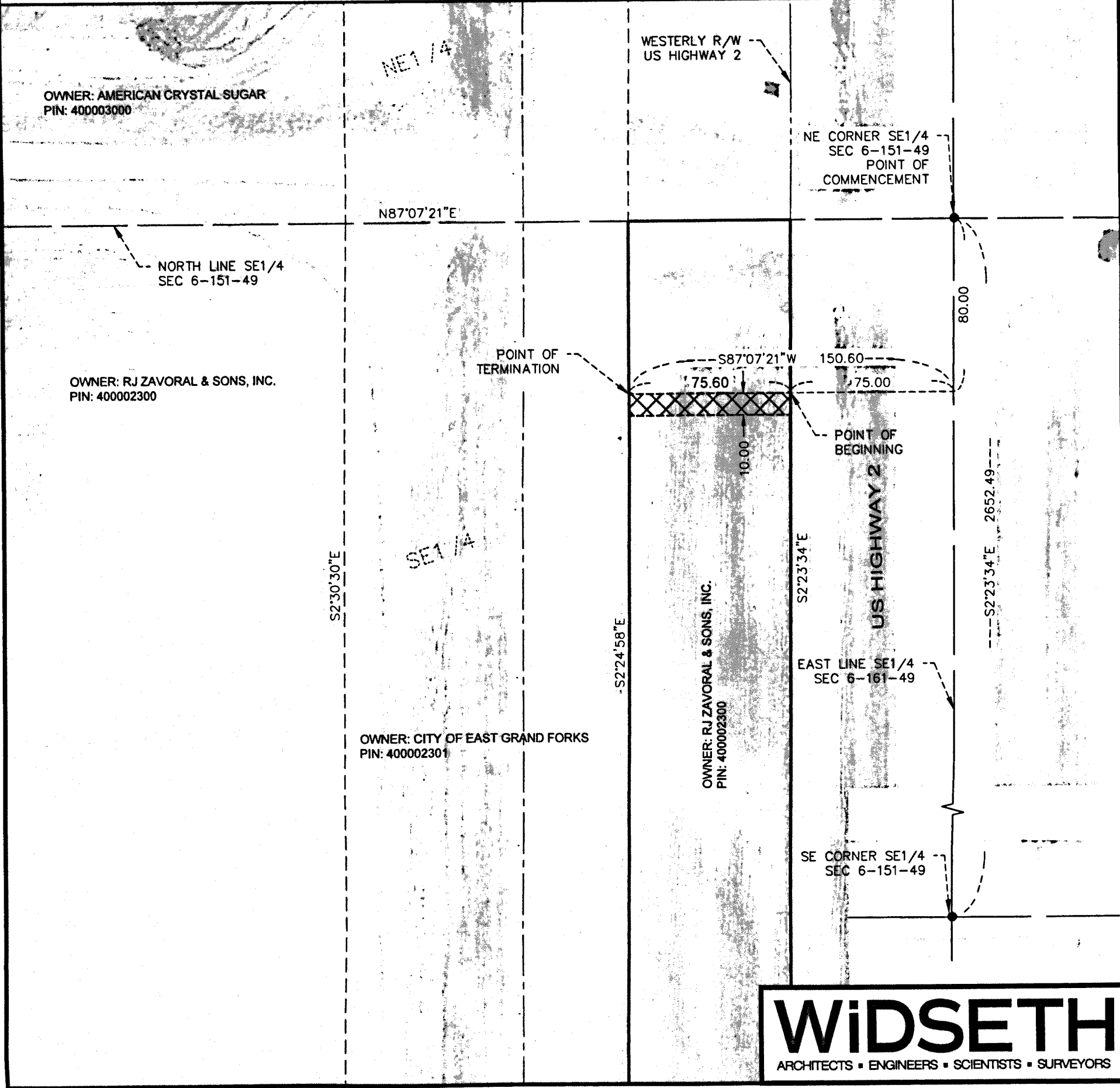
Legal Description:

A Permanent Utility Easement over, under, and across part of the Southeast Quarter of Section 6, Township 151 North, Range 49 West of the Fifth Principal Meridian, Polk County, Minnesota, said easement being 10.00 feet in width and lying entirely to the left of the following described line:

Commencing at the northeast corner of said Southeast Quarter of Section 6; thence South 02 degrees 23 minutes 34 seconds East, assumed bearing along the east line of said Southeast Quarter, a distance of 80.00 feet; thence South 87 degrees 07 minutes 21 seconds West 75.00 feet to a point on the westerly right of way of US Highway 2, said point being the point of beginning of the line to be described; thence continuing South 87 degrees 07 minutes 21 seconds West 75.60 feet and said line there terminating.

The sideline of said easement is prolonged or shortened to terminate on said westerly right of way from the point of beginning and on a line that bears South 02 degrees 24 minutes 58 seconds East from the point of termination.

Said easement contains 756.0 sq. ft., more or less.



Request for Council Action

Date: February 2, 2024

To: East Grand Forks City Council Mayor Steve Gander.

Cc: File

From: Ronald Galstad, City Attorney

RE: Resolution for waiving compensation and approval of the temporary permit and permanent multi-use path easement and appropriate MnDot documentation.

Background:

Included in this week's Council packet is a resolution to approve a temporary access permit, permanent multi-use path easement and waive compensation per MNDOT requirements . The resolution included in the packet is written to complete and extend multi use trail as depicted on the attached sketch.

These approvals and project easements are for the Multi-Use trail and sidewalk project in Sherlock Park at the intersection of 4th St NW and 5th Ave NW.

Recommendation:

Approve resolution to complete Multi-use path extension in the City of East Grand Forks.

RESOLUTION NO. 24 – 02 – 19

TEMPORARY ACCESS PERMIT

PERMANENT MULTI-USE PATH EASMENT

WAIVER OF COMPENSATION

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

BE IT RESOLVED, the City Administrator and the Mayor are hereby authorized and directed for and on behalf of the City of East Grand Forks, Minnesota to execute the Temporary Access permit, Permanent Multi-Use Path Easement, Waiver of Compensation, and allow staff to execute all MNDOT documents required to move forward.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: February 6, 2024

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 6th day of February, 2024.

Mayor

MULTI-USE PATH EASEMENT

THIS SIDEWALK EASEMENT is being granted on _____ 2024, City of East Grand Forks (hereinafter referred to as "Grantor"), grants and reserves for public use to the City of East Grand Forks, Minnesota, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Grantee") the defined easement.

The Grantor, for public purpose and for valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, the perpetual right, privilege and authority to construct, operate and maintain over, across and under that certain strip of real property situated in Polk County, Minnesota, legally described as follows, to-wit:

A Permanent Easement for the construction, operation, and maintenance of a multi-use path over, under, and across all that part of Government Lots 2 and 5 of Section 2, Township 151 North, Range 50 West of the Fifth Principal Meridian, Polk County, Minnesota, described as follows:

Beginning at the intersection of the northeasterly line of 4th Street Northwest and the northwesterly line of 5th Avenue Northwest, per the Official Plat of LAKE PARK ADDITION, on file and of record in the office of the County Recorder in and for said Polk County; thence North 52 degrees 31 minutes 39 seconds West, assumed bearing, along said northeasterly line of 4th Street Northwest, a distance of 271.28 feet; thence North 37 degrees 28 minutes 21 seconds East 5.00 feet; thence South 52 degrees 31 minutes 39 seconds East 167.38 feet; thence South 66 degrees 08 minutes 18 seconds East 27.85 feet; thence North 60 degrees 07 minutes 39 seconds East 135.07 feet; thence North 16 degrees 28 minutes 09 seconds East 23.34 feet; thence South 71 degrees 04 minutes 20 seconds East 4.91 feet to the westerly line of said 5th Avenue Northwest; thence South 02 degrees 38 minutes 21 seconds East 44.24 feet; thence South 37 degrees 27 minutes 57 seconds West, along said northwesterly line of 5th Avenue Northwest, a distance of 125.72 feet to the point of beginning, containing 8,480 sq. feet, more or less.

See Attached Sketch of the project as Exhibit "A"

And the Grantor does hereby further reserve the right to keep the easement property free from common hazards, structures, or other improvements which might endanger said multi-use path easement or which might hinder the Grantor's ability to service and maintain the said path. The Grantor further reserves the right to enter upon the above-described premises at any and all times for the purposes set forth above, and for the purpose of doing any and all matters and things that are legal and lawful and that may be necessary or desirable in connection with the direction, maintenance, construction or operation of said path.

IN WITNESS WHEREOF, the Grantors have executed this Sidewalk Easement to be effective the day and year first above written.

Reid Huttunen, City Administrator

Steven Gander, Mayor

STATE OF MINNESOTA)
) SS
COUNTY OF POLK)

On this _____ day of _____, 2024, _____, before me, a Notary Public within aforesaid county, personally appeared Reid Huttunen and Steven Gander and personally known to me, who, being each by me duly sworn, did state that they are respectively the City Administrator and Mayor of the City of East Grand Forks, and that the foregoing instrument was signed by the authority of the City Council of said City.

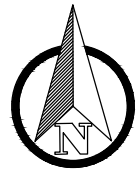
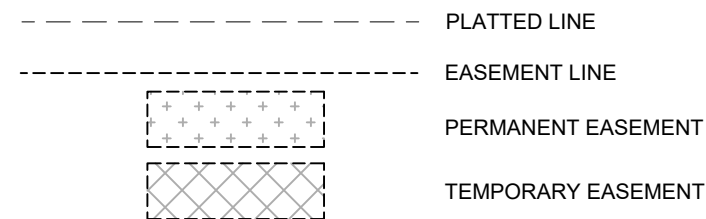
Notary Public

This instrument drafted by:

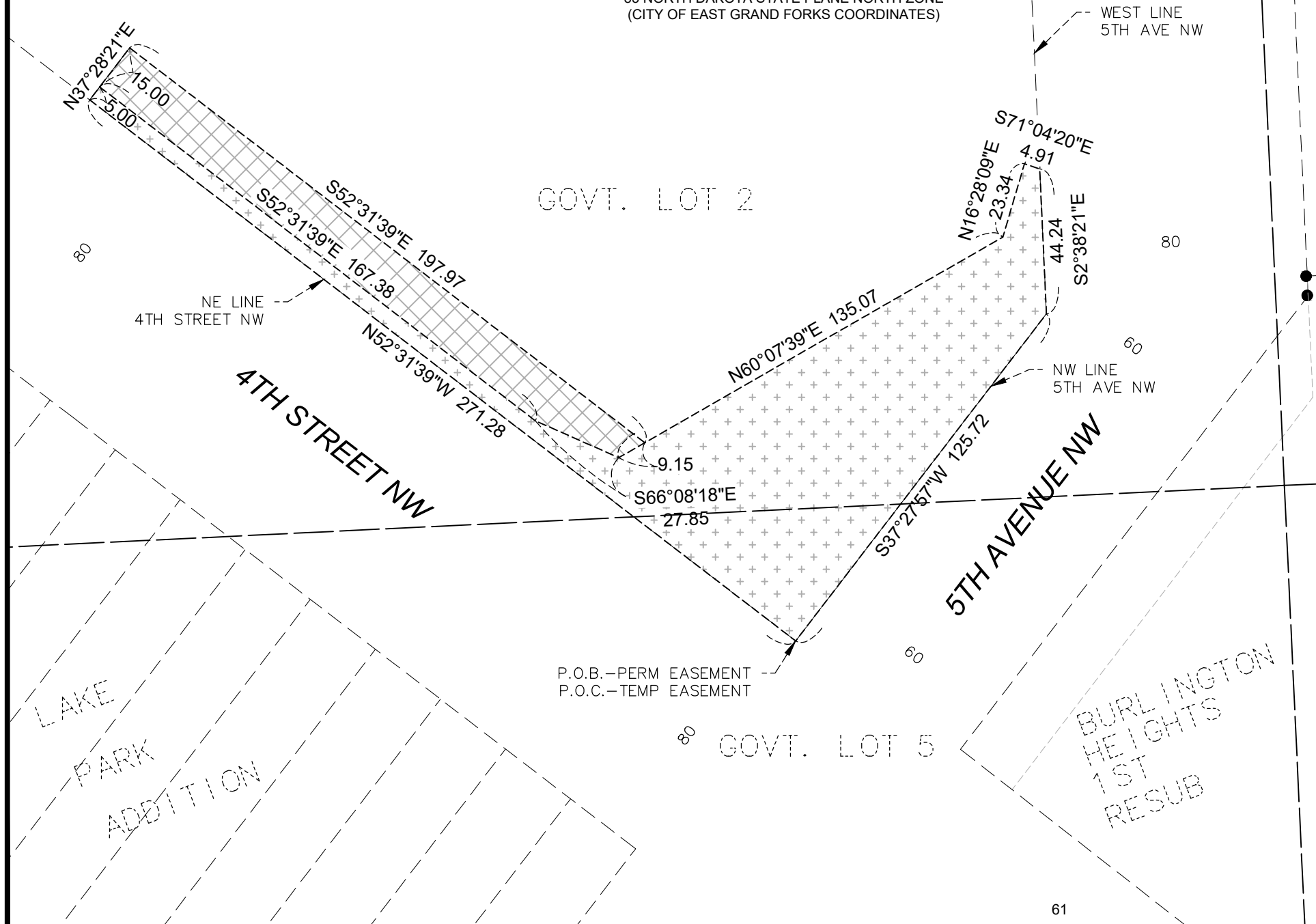
Ronald I. Galstad, Mn.Lic#0242974
City Attorney
411 Second Street, N.W., Suite D
East Grand Forks, MN 56721
(218) 773-9729
rgalstad@gjmlaw.com

EXHIBIT

LEGEND



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON NAD
83 NORTH DAKOTA STATE PLANE NORTH ZONE
(CITY OF EAST GRAND FORKS COORDINATES)



PERMANENT EASEMENT DESCRIPTION

A Permanent Easement for the construction, operation, and maintenance of a multi-use path over, under, and across all that part of Government Lots 2 and 5 of Section 2, Township 151 North, Range 50 West of the Fifth Principal Meridian, Polk County, Minnesota, described as follows:

Beginning at the intersection of the northeasterly line of 4th Street Northwest and the northwesterly line of 5th Avenue Northwest, per the Official Plat of LAKE PARK ADDITION, on file and of record in the office of the County Recorder in and for said Polk County; thence North 52 degrees 31 minutes 39 seconds West, assumed bearing, along said northeasterly line of 4th Street Northwest, a distance of 271.28 feet; thence North 37 degrees 28 minutes 21 seconds East 5.00 feet; thence South 52 degrees 31 minutes 39 seconds East 167.38 feet; thence South 66 degrees 08 minutes 18 seconds East 27.85 feet; thence North 60 degrees 07 minutes 39 seconds East 135.07 feet; thence North 16 degrees 28 minutes 09 seconds East 23.34 feet; thence South 71 degrees 04 minutes 20 seconds East 4.91 feet to the westerly line of said 5th Avenue Northwest; thence South 02 degrees 38 minutes 21 seconds East 44.24 feet; thence South 37 degrees 27 minutes 57 seconds West, along said northwesterly line of 5th Avenue Northwest, a distance of 125.72 feet to the point of beginning, containing 8,480 sq. feet, more or less.

TEMPORARY EASEMENT DESCRIPTION

A Temporary Easement for the construction, operation, and maintenance of a multi-use path over, under, and across all that part of Government Lots 2 and 5 of Section 2, Township 151 North, Range 50 West of the Fifth Principal Meridian, Polk County, Minnesota, described as follows:

Commencing at the intersection of the northeasterly line of 4th Street Northwest and the northwesterly line of 5th Avenue Northwest, per the Official Plat of LAKE PARK ADDITION, on file and of record in the office of the County Recorder in and for said Polk County; thence North 52 degrees 31 minutes 39 seconds West, assumed bearing, along said northeasterly line of 4th Street Northwest, a distance of 271.28 feet; thence North 37 degrees 28 minutes 21 seconds East 5.00 feet to the point of beginning; thence continuing North 37 degrees 28 minutes 21 seconds East 15.00 feet; thence South 52 degrees 31 minutes 39 seconds East 197.97 feet; thence South 60 degrees 07 minutes 39 seconds West 9.15 feet; thence North 66 degrees 08 minutes 18 seconds West 27.85 feet; thence North 52 degrees 31 minutes 39 seconds West 167.38 feet to the point of beginning, containing 2,843 sq. feet, more or less.

TEMPORARY PERMIT TO CONSTRUCT FOR CITY OF EAST GRAND FORKS

SP 119-090-007

Minn. Proj. No.: CRP 6024(195)

Dated:

City of East Grand Forks, County of Polk

The City of East Grand Forks, by its City Council, has established and designated the route of Multi-use path and its extension in the City of East Grand Forks, Polk County, State of Minnesota.

The City of East Grand Forks has approved a sidewalk and multi-use path improvement project as identified on Exhibit "A".

The undersigned, having an interest in the above-described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least a 90-day notice. By signing this Permit, the undersigned waives these rights and grants to the City of East Grand Forks, Minnesota the immediate right to enter the above-described property to construct, necessary temporary access.

The City of East Grand Forks agrees it will restore the real property that is subject to this permit as nearly as possible to the same state and condition they were in prior to the construction of the temporary accesses.

This Permit will be in effect from date of signature and expire once construction has been completed.

Date_____

CITY OF EAST GRAND FORKS

Reid Huttunen, City Administrator

Steven Gander, Mayor



STATE AID FOR LOCAL TRANSPORTATION
RIGHT-OF-WAY CERTIFICATE No. 1 CHECKLIST

Revised: May 2017

SP - -	Minn. Proj. No. ()
Local Agency	Letting Date

In submitting the attached Right of Way Certificate, I am certifying that the right of way acquired for this project was done so in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 49 Code of Federal Regulations Part 24, Minnesota Statutes 117.50 through 117.56, and State Aid Manual Chapter 5.2. Therefore, I hereby certify that:

- ☐ 1. Prior to acquisition, the Agency contacted and informed Owners of the project; the acquisition process; its obligation to obtain acquisition appraisals, and the basic protections afforded Owners including their rights to receive 'Just Compensation' and reimbursement of appraisal fees as defined under M.S. §117.232.
- ☐ 2. The Agency estimated 'Just Compensation' based on market value(s) and applicable reporting standards, except for those parcels whose informed owner(s) waived, in writing, the Agency's appraisal obligation.
- ☐ 3. In estimating 'Just Compensation', the Agency disregarded any increase or decrease in the fair market value of the real property caused by the project for which the property was acquired.
- ☐ 4. Benefits claimed by the Agency and offset against an acquisition's value or damages to a remainder, are tied to a specific legal ruling allowing such as "Special Benefits", cited and itemized in the valuation report(s).
- ☐ 5. If used, the Minimum Damage Acquisition (MDA) procedure and report format were applied, but only on qualified acquisitions as described in Chapter 5.2, II, E. MINIMUM DAMAGE ACQUISITION (MDA).
- ☐ 6. Appraisals were obtained on all parcels whose value estimates exceed the threshold described in Chapter 5.2, II, E. MINIMUM DAMAGE ACQUISITION (MDA).
- ☐ 7. Appraisers and Appraisal Reviewers were qualified and licensed as required under Minnesota Law.
- ☐ 8. Appraisers gave owners the opportunity to accompany them on their inspection of the owner's property.
- ☐ 9. Appraisal Reviews were performed on all written appraisal reports.
- ☐ 10. An authorized Agency Representative approved all valuations before submitting purchase offers to owners.
- ☐ 11. Written purchase offers were submitted to owners in amounts no less than the Agency's reviewed and approved valuation reports - either the MDA(s) or the reviewed and certified appraisal(s), as applicable.
- ☐ 12. The written purchase offers separated and stated both direct damages (the acquisitions) and severance damages (loss in value to remainders).
- ☐ 13. Neither an Appraiser nor a Review Appraiser served as negotiator on parcels they valued whose damages exceeded the threshold described in Chapter 5.2, II, E. MINIMUM DAMAGE ACQUISITION (MDA).
- ☐ 14. Offers to acquire uneconomic remnants of real property were made to Owners.
- ☐ 15. Tenant-owned improvements, if any, were identified and valued independently.
- ☐ 16. The Agency took no coercive actions to induce agreements on the purchase price paid for the acquisitions.
- ☐ 17. Owners were paid, or funds made available to owners, prior to possession.
- ☐ 18. Owners received written purchase offers at least 30 days prior to receipt of a Condemnation Notice.
- ☐ 19. If acquired by condemnation, the Agency's certified values were made available to owners.
- ☐ 20. Relocation benefits and assistance, if required, have been provided, separately from the acquisition.
- ☐ 21. Property Donated in lieu of construction improvements are documented as per Chapter 5.2, III, A, 1 & 2.
- ☐ 22. Property Dedicated through platting are documented as per Chapter 5.2, III, A, 3.

Agency Engineer

Date

(Acquiring Agency to attach to Right-of-Way Certificate #1 and submit with R/W Package at the time of Certification Review.)



STATE AID FOR LOCAL TRANSPORTATION
RIGHT-OF-WAY CERTIFICATE No. 1

Revised: 2/23/17

SP	-	-	Minn. Proj. No.	()
Project Location	TH / CSAH / CR / MSAS / City Street / Twp Rd / Other		Route #/Name:	
	From:		To:	
Local Agency				

I hereby certify that:

The Right-of-Way for construction of the project noted above has been acquired or the right to occupy and use the Right-of-Way has been acquired.

All property owners have either been paid, or, if in condemnation, the appraised values have been deposited with the Court and are available to all owners.

All Right-of-Way acquisition and relocation has been conducted in accordance with applicable Federal and State Laws and Regulations.

☐ There is no utility, and railroad work required for this project.

OR

☐ All utility and railroad work required for this project has been completed.

OR

☐ All necessary arrangements have been made for utility and railroad work to be undertaken and completed as required for proper coordination with the physical construction schedules.

Estimated Total Right-of-Way Cost	\$
Number of parcels, including easements, on project	
Number of relocations on the project	
Number of parcels acquired by condemnation	
Number of parcels secured by permit and/or Agreement <i>(Attach copy of each)</i>	

Agency Engineer

Date

I hereby certify that the Right-of-Way is presently clear of encroachments, and that I will not allow future encroachments to occur.

Agency Engineer or Town Board Chairperson

Date

I concur that all Right-of-Way acquisition and relocation has been conducted in accordance with applicable Federal and State Laws and Regulations.

MnDOT District Right-of-Way Engineer

Date

XX XX, 20XX

City of East Grand Forks

RE: State Project #: SP XX
Control Section #:
Project Job #: XX
County: Polk
Parcel #: XX

We are fully aware of the land the City needs for additional right of way for the State Aid Street project. Through the Guidebook for Property Owners, we are also aware of the State and Federal laws that give us the right to have that land appraised by the City and our right to receive just compensation.

The following laws apply:

Appraisal

- Minnesota State Statute 117.036
- 49 Code of Federal Regulations 24.102(c)

Compensation

- Minnesota State Statute 160.03
- 49 Code of Federal Regulations

As a contribution to the City of East Grand Forks, Minnesota, we hereby agree to waive our rights to have the property appraised and wish to donate, without compensation, an interest in real property legally described as follows:

Signature _____

Date _____

Signature _____

Date _____

Request for Council Action

Date: 02/02/24

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

Cc: File

From: Administration Office

RE: Request to Write Off Uncollectable Debt

City staff completes an accounts receivable process that is separate from the Water and Light billing. The majority of these items are for special refuse pickups that are done by Public Works.

After review of the Accounts Receivable system, there were some outstanding bills from previous years that are being deemed uncollectable. Staff is requesting the Council to authorize the writing off the debts so they can be removed from the system.

RESOLUTION NO. 24 – 02 - 20

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

WHEREAS, City of East Grand Forks offers special refuse pick up services for an additional fee;

WHEREAS, these services are billed through the accounts receivable system from the Administration Office using information from the Public Works Department; and

WHEREAS, there are some outstanding bills from 2014, 2015, and 2019 that are being deemed uncollectable; and

WHEREAS, staff is requesting authorization from the City Council to remove these from the system and be written off; and

NOW THEREFORE, BE IT RESOLVED the City Council authorizes writing off the following bills of for special refuse pickups totaling items from previous years:

Big D's Services	Invoice 3662 from 12/15/14 for \$125.00
Jessica Zavala	Invoice 3747 from 7/16/15 for \$24.00
Randi Tupa	Invoice 3750 from 7/10/15 for \$12.00
Wade Anderson	Invoice 3762 from 8/18/15 for \$50.00
Carol Kalis Estate	Invoice 3766 from 9/1/15 for \$21.00
Redevco Inc	Invoice 3785 from 9/24/15 for \$43.00
Michelle Kozel	Invoice 3789 from 10/23/15 for \$18.00
Sue Taylor	Invoice 4557 from 9/9/19 for \$24.00
Ashley Steckler	Invoice 4583 from 10/3/19 for \$36.00

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: February 6, 2024

Attest:

City Administrator

President of the Council

I hereby approve the foregoing resolution this 6th day of February, 2024.

Mayor

Request for Council Action

Date: February 6, 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: Nancy Ellis, Community Development Director

RE: Approval of the Easement for Encroachments on Boundary Lines

GENERAL INFORMATION

After completion of the ALTA land title survey for the Green Acres Resubdivision, it was shown that the garage on the north end of the plat is encroaching on our reserved Right-of-way (ROW). The garage sits approximately 3" on one side and 9" on the other end into our ROW. Additionally, the overhang of the garage roof extends 2' over the ROW. Therefore, an easement document for the encroachment of the garage is needed. The garage can remain in place with the encroachment easement until the structure is removed. Once removed, the garage must be built to meet the PUD setbacks and the easement will no longer exist.

STAFF RECOMMENDATION

Staff recommends approval of the Easement for Encroachments on Boundary Lines as the garage has been at this location for several years.

Enc. Easement for Encroachment Document

EASEMENT FOR ENCROACHMENTS ON BOUNDARY LINES

THIS AGREEMENT made the ____ day of _____, 2024, between Green Acres a Minnesota General Partnership and Green Acres II LLP, a Minnesota Limited Liability Partnership, party of the first part and City of East Grand Forks, Minnesota, party of the second part.

WHEREAS, the party of the first part is Replatting a certain parcel of land. The plat will be named Green Acres Resubdivision.

WHEREAS, the party of the first part intends to sell Lot 4, Block 1, Green Acres Resubdivision and retain Lots 1, 2, and 3, Block 1, Green Acres Resubdivision.

WHEREAS, the party of the second part is a municipality and controls the street right-of-way on 20th Street NE; and

WHEREAS, there is currently an encroachment in the 20th Street NE right of way of an overlap of 3 garages on Outlot 94 of Auditor's Plats of Outlots 65 through 94, and of Lot G of the Replat of Outlots 77, 78, 79, 80, and 95 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota and ; and

WHEREAS, the encroachment was disclosed on the recorded Replat of Outlots 77, 78, 79, 80, and 94 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West, to the City of East Grand Forks, Minnesota, filed October 6, 2016, as Document No. A000705256; and

WHEREAS, there is need to record an encroachment agreement to resolve the issue regarding the overlap of the garage into the 20th Street NE road right-of-way.

See attached Exhibit "A" Certificate of ALTA Land Title Survey

See attached Exhibit "B" Auditor's Plat Outlots 65 through 94

See attached Exhibit "C" Replat of Outlots 77-80 and 94.

WHEREAS, the encroachment has created an impediment in the sale; and

WHEREAS, the City Council has determined it is in its best interest to grant the encroachment easement to help effectuate the sale.

WHEREAS, the legal description of the encroachment is as follows:

The Southerly two (2) feet of the 20th Street NE road right of way adjacent to the northerly lot line of Lot G of the Replat of Outlots 77, 78, 79, 80, and 95 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West, to the City of East Grand Forks, County of Polk, State of Minnesota and recorded in the office of the Polk County Recorder as document No. A000705256.

AND

The Southerly two (2) feet of Outlot 94 (now 20th Street NE road right-of way) and adjacent to the Northerly lot line of Outlot 75 and Outlot 76 of the Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West of the principal meridian, City of East Grand Forks, County of Polk, State of Minnesota and recorded in the office of the Polk County recorder in Book C of Plats, page 283, as document numb recorded as document no. A000425137.

IT IS AGREED as follows:

1. The party of the first part affirms that the certificate of survey is accurate and that the structure is located in the 20th Street N.E. right-of-way as depicted on the certificate of survey; and
2. The party of the second part agrees that the party of the first part may, without further license on their part, continue to use and enjoy all that portion of the said land of the party of the first part within the 20th Avenue right of way as indicated on the Certificate of Survey; and
3. The burden and benefit of this agreement are intended, so far as may be, to attach and run with the said premises of the party of the first part and the party of the second part, respectfully. Further, said easement shall be perpetual; however, should the existing

structure be removed or the need for the easement no longer exists, this easement shall terminate with no further action of the City, and if the structure is rebuilt or replaced, the encroachment shall be removed, and the new structure shall be placed entirely on the property of the party of the first part or their assigns as described above.

DATED this _____ day of February 2024.

GREEN ACRES A GENERAL PARTNERSHIP

Judd Stauss, Managing Partner

The foregoing instrument was acknowledged before me this _____ day of February 2024,
by _____.

Notary Public
My Commission Expires: _____

GREEN ACRES II, LLP

Judd Stauss, Managing Partner

The foregoing instrument was acknowledged before me this _____ day of February 2024,
by _____.

Notary Public
My Commission Expires: _____

.

CITY OF EAST GRAND FORKS

Reid Huttunen, City Administrator

Steven Gander, Mayor

The foregoing instrument was acknowledged before me this ____ day of February 2024, by Reid Huttunen and Steven Gander respectively on behalf of the City of East Grand Forks, Minnesota.

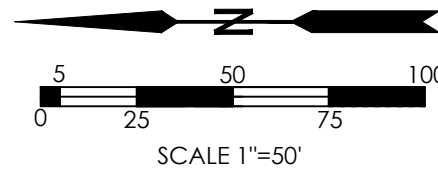
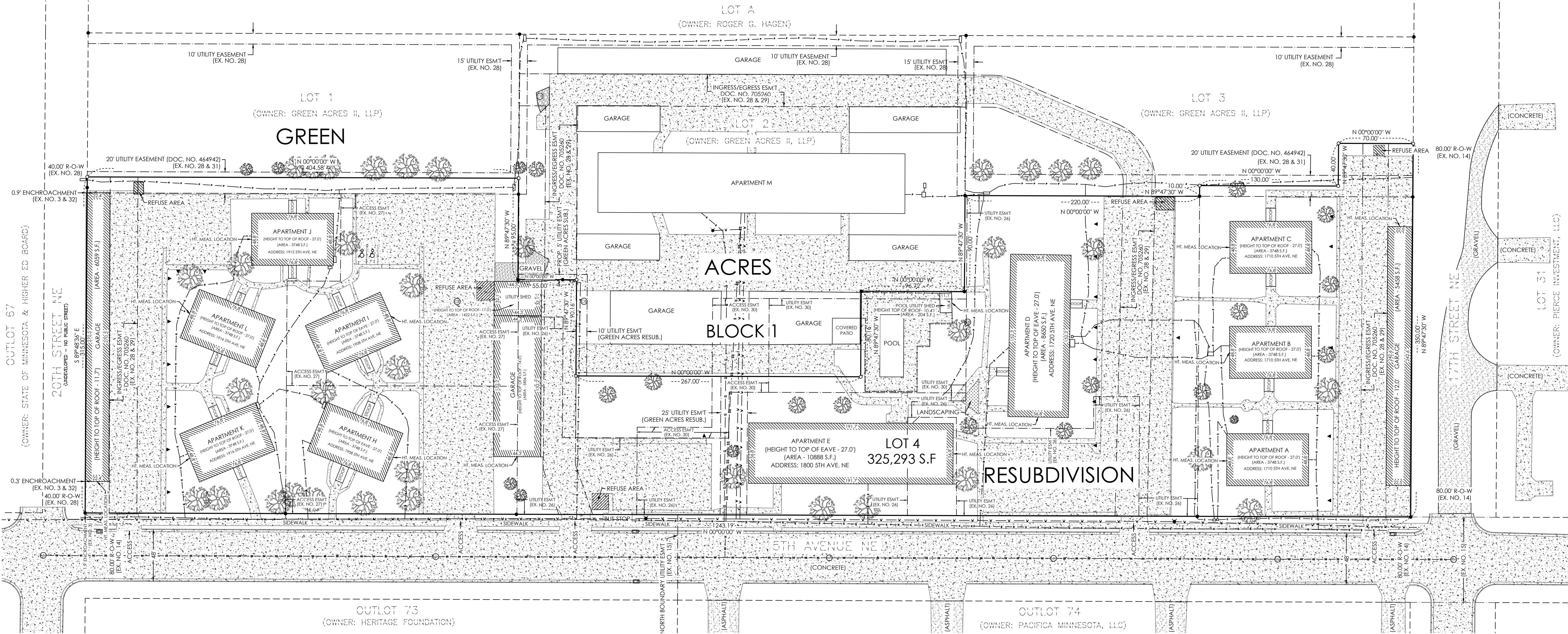
Notary Public

My Commission Expires: _____

(EASEMENT FOR ENCROACHMENTS ON RIGHT OF WAY)

ALTA/NSPS LAND TITLE SURVEY

(PRELIMINARY)
1-12-2024

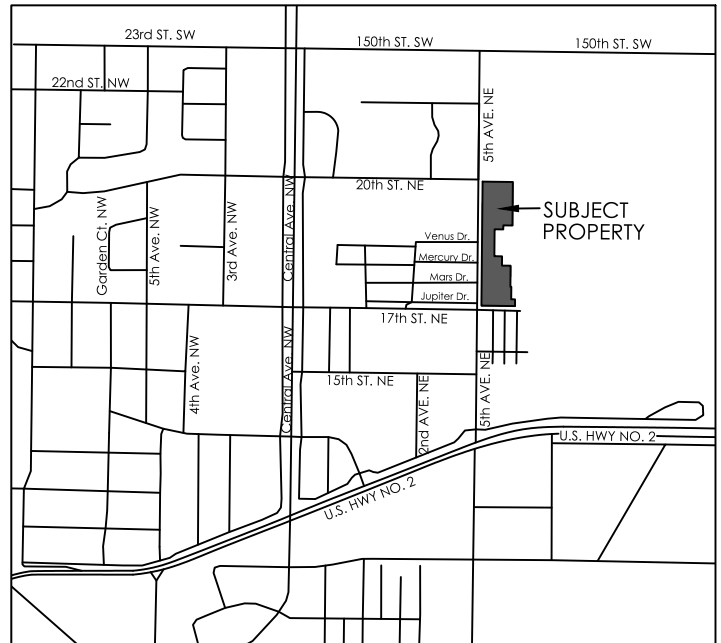


LEGEND

MONUMENT FOUND	●
SET MONUMENT	○
CATCH BASIN	⊙
HYDRANT	⊕
POWER RECEPTACLE	⊞
BOUNDARY LINE THIS SURVEY	---
EXISTING LOT LINE	- - - -
EASEMENT LINE	- · - · -
BUILDING LINE	=====
FENCE LINE	=====
COMMUNICATION LINE	=====
POWER LINE	=====
SANITARY SEWER LINE	=====
WATER LINE	=====
GAS LINE	=====

VICINITY MAP

SCALE: 1" = 2000'



SCHEDULE B, PART II - EXCEPTIONS IDENTIFIED IN TITLE COMMITMENT

NUMBERING SAME AS LISTED IN TITLE COMMITMENT

- EXCEPTION NO. 3 - Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete land survey of the Land.
(AFFECTS SUBJECT PROPERTY. SHOWN ON DRAWING)
- EXCEPTION NO. 14 - Restrictions placed on premises by virtue of recorded Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West, recorded September 9, 1977, as Document No. 425137, which dedicated the width of all streets and a perpetual easement granted to construct, operate and maintain electric lines, telephone lines and sewer across property.
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT DEDICATES RIGHT-OF-WAY WIDTH OF 5TH AVENUE NE AND 17TH STREET NE. SHOWN ON DRAWING)
- EXCEPTION NO. 15 - Easement and right of way to construct, maintain, operated, alter, repair and replace a sanitary sewer line in favor of the City of East Grand Forks contained in Sanitary Sewer Easement dated December 14, 1972, filed December 19, 1972, in Book 145 of Misc., Page 409, as Document No. 398178. (Parcel 1)
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT IS AN EASEMENT FOR SANITARY SEWER LYING WITHIN CURRENT 5TH AVENUE NE RIGHT-OF-WAY. SHOWN ON DRAWING)
- EXCEPTION NO. 16 - Terms, conditions, covenants and restrictions contained in Declaration of Restrictions dated October 20, 1975, filed October 28, 1975, as Document No. 413436.
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT CREATES A RESTRICTION COVENANT THAT NO "ECONOMY MOTEL" MAY BE CONSTRUCTED ON SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 17 - Terms and conditions of and easement to construct, operated, maintain, replace and remove cable television equipment in favor of Midcontinent Communications, evidenced by Memorandum of Service and Easement Agreement dated December 1, 2000, filed February 15, 2001, as Document No. 581834, and by Memorandum of Service and Easement Agreement dated July 6, 2005, as Document No. A000626234.
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING. THIS DOCUMENT CREATES AN EASEMENT THAT IS BLANKET IN NATURE GRANTING MIDCONTINENT COMMUNICATIONS, ITS SUCCESSORS, ASSIGNS AND AGENTS, AN EASEMENT TO CONSTRUCT OPERATE, MAINTAIN, REPLACE AND REMOVED CABLE TELEVISION EQUIPMENT ON THE PROPERTY)
- EXCEPTION NO. 18 - Terms and conditions of Resolution 2009-4-33 dated April 28, 2009, filed May 7, 2009, as Document No. A000653232. (Parcel 1)
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 19 - Terms and conditions of Resolution 2009-4-32 dated April 28, 2009, filed May 7, 2009, as Document No. A000653233. (Parcel 1)
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 20 - Terms and conditions of Resolution 2014-012 dated March 4, 2014, filed March 19, 2014, as Document No. A000688383. (Parcel 1)
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 21 - Terms, conditions and restrictions of and right to place, construct, operate, repair, maintain, relocate and replace an electric transmission or distribution line or system and related purposes in favor of Minkota Power Cooperative, Inc., contained in Easement dated August 8, 1940, filed August 24, 1971, in Book 140 of Misc., Page 289.
(MAY AFFECT SUBJECT PROPERTY. VERIFICATION UPON RECEIPT OF DOCUMENT FROM OWNER)
- EXCEPTION NO. 22 - Terms, conditions and restrictions set forth in Ordinance No. 232 adopted August 11, 1970, filed September 16, 1970, in Book 136 of Misc., Page 475, as Document No. 388088.
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 23 - Terms, conditions and restrictions regarding Flood Plain Management Standards contained in Ordinance No. 142 - 2nd Series adopted September 20, 1977, filed October 7, 1977, as Document No. 425945.
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 24 - Terms, conditions and restrictions set forth in Ordinance No. 69, stating unpaid utility charges of the City services will constitute a lien against the property, dated March 20, 1990, filed March 28, 1990, in Book 174 of Misc., Page 189, as Document No. 491961.
(AFFECTS SUBJECT PROPERTY. NOT SHOWN ON DRAWING)
- EXCEPTION NO. 26 - Terms, conditions and restrictions of an easement set forth in that certain Utility Easement Agreement, being evidenced in Consent and Acknowledge Utility Easement Agreement dated January 24, 1986, filed February 19, 1986, as Document No. 473035, by and between Green Acres Associated, also known as Green Acres, a Minnesota partnership, and Century Minn-Dak, a Minnesota limited partnership.
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT APPEARS TO CREATE AN EASEMENT FOR HEAT AND HOT WATER SYSTEM PURPOSES. SHOWN ON DRAWING)
- EXCEPTION NO. 27 - Easement for ingress and egress purposes in favor of Wisconsin Life Insurance Company, its successors and assigns, contained in Easement dated August 3, 1979, filed August 6, 1979, as Document No. 436998. (Parcel 2)
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT CREATES AN INGRESS/EGRESS EASEMENT. SHOWN ON DRAWING)
- EXCEPTION NO. 28 - Subject to matters disclosed on the recorded Replat of Outlots 77, 78, 79, 80, and 94 of Auditor's Plat of Outlots 65 through 94 Section 36, Township 152 North, Range 50 West, to the City of East Grand Forks, Minnesota, filed October 6, 2016, as Document No. A000705256. (Parcel 2 and 3)
(AFFECTS SUBJECT PROPERTY. SHOWN ON DRAWING)
- EXCEPTION NO. 29 - Terms, Conditions, provisions and obligations of an easements contained in Ingress & Egress Easement Agreement dated September 26, 2016, filed October 6, 2016, as Document No. A000705260. (Parcel 2 and 3)
(AFFECTS SUBJECT PROPERTY. GARAGE AND COMMON WALL REFERENCES MADE EXPIRE UPON GREEN ACRES RESUBDIVISION BEING RECORDED AS THIS GARAGE WILL BE LOCATED ENTIRELY WITHIN PROPOSED LOT 2. SHOWN ON DRAWING)
- EXCEPTION NO. 30 - Terms and conditions of Easement dated October 30, 1992, filed November 2, 1992, in Book 205 of Misc., Page 55, as Document No. 517763. (Parcel 2 and 3)
(AFFECTS SUBJECT PROPERTY. THIS DOCUMENT CREATES AN EASEMENT FOR TENNIS COURT, SIDEWALK, AND CONCRETE. DOCUMENT STATES EASEMENT SHALL REMAIN IN EFFECT AS LONG AS TENNIS COURT, SIDEWALK, AND CONCRETE IS IN EXISTENCE AND THEREAFTER SHALL EXPIRE. CURRENT OWNER STATES THESE ITEMS HAVE BEEN REMOVED AND THEREFORE EASEMENT MAY HAVE EXPIRED. SHOWN ON DRAWING)
- EXCEPTION NO. 31 - Easement and right of way to construct, operate and maintain lines for the transmission of electrical power, and also authorizes said grantee to permit any telephone company to maintain its lines upon said easement, together with right to enter, in favor of the City of East Grand Forks, Minnesota, a Minnesota municipal corporation, contained in Easement dated September 18, 1984, filed October 9, 1984, as Document No. 464942. (Parcel 2)
(AFFECTS SUBJECT PROPERTY. SHOWN ON DRAWING)
- EXCEPTION NO. 32 - Restrictions placed on said premises by virtue of the certain encroachment of an overlap of 3 garages on Outlot 94 of Auditor's Plats of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the Principal Meridian, City of East Grand Forks, County of Polk, State of Minnesota.
(AFFECTS SUBJECT PROPERTY. SHOWN ON DRAWING. DOCUMENTATION HAS NOT BEEN PROVIDED AS TO WHAT THESE RESTRICTIONS MAY INCLUDE)

LAND DESCRIPTION PER TITLE COMMITMENT

Parcels 1, 2, and 3 are currently being replatted in an effort to minimize encroachments, the plat will be named Green Acres Resubdivision. It is understood that the owner intends to sell Lot 4, Block 1, Green Acres Resubdivision and retain Lots 1, 2, and 3. Block 1, Green Acres Resubdivision. Prior to final submission of this ALTA survey, a supplement commitment should be distributed reflecting Green Acres Resubdivision and correct descriptions. Current preliminary plat of Green Acres Resubdivision provided with this preliminary drawing.

Parcel 1 (FROM TITLE COMMITMENT):

Outlots 75, 76, 81, 82, and 83, Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West of the Principal Meridian, Polk County, Minnesota.

Parcel 2 (FROM TITLE COMMITMENT):

Lots "E", "F", and "G", Block 1, of the Replat of Outlots 77, 78, 79, 80, and 94 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West, to the City of East Grand Forks, Minnesota, Polk County, Minnesota.

Parcel 3 (FROM TITLE COMMITMENT):

Lots "B", "C", and "D", Block 1, of the Replat of Outlots 77, 78, 79, 80, and 94 of Auditor's Plat of Outlots 65 through 94, Section 36, Township 152 North, Range 50 West, to the City of East Grand Forks, Minnesota, Polk County, Minnesota.

SURVEYOR'S NOTES

- This survey was prepared in conjunction with Commercial Partners Title, a division of Fidelity National Title Insurance Company, Title Commitment No. CP72867 dated November 6, 2023 at 7:00 AM, and CP72867 Supplement No. 3 issued on December 28, 2023.
- Addresses of Subject Property: Building address shown above per evidence observed during field survey.
- Gross land area = 325,293 square feet or 7.47 acres
- Flood Zone Classification: per FEMA LOMRF (effective date 1-2-2008) which revises FIRM Panel 2752340005C (effective date: 7-20-1979) subject property is located in Zone X (Area of Minimal Flood Hazard).
- Zoning Classification: Green Acres PUD (a zoning report or letter has not been provided to surveyor, Nancy Ellis, East Grand Forks City Planner, confirmed that Green Acres PUD indicates current zoning requirements, Nancy Ellis indicated which lines were considered front, rear, and side for setback distance.)
 - Lot Size Minimum = 7,000 s.f.
 - Lot Width Minimum = 50 feet
 - Lot Depth Minimum = 100 feet
 - Front Property Line Setback = 28 feet
 - Rear Property Line Setback = 20 feet
 - Side Yard Setback = 10 feet
 - Detached Private Garage/Utility Shed Setback = 0 feet
 - Maximum Impervious Lot Coverage = 70%
 - Maximum Building Height = 70 feet
 - Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Front Property Line = 20 feet
 - Required Off-Street Parking and Loading Area Impervious Surface Minimum Setback Requirements for Rear and Side Property Line = 0 feet
 - All exterior parking stalls within Green Acres PUD shall be considered "Community Parking Stalls" and may be utilized by any buildings within subject PUD.
- Regular parking stalls (painted or garage stalls) at the time of survey - 294 (11-22-2023)
Disabled parking stalls painted at the time of survey - 2 (11-22-2023)
- This survey shows only the location of observable evidence of utilities and utilities identified and located by Minnesota Gopher State One Call ticket No. 233391440 on the date of survey (December 11, 2023), as to the locations of private services, the locations shown on this drawing are approximate and should not be used for digging or construction.
- At the time of survey (December 11, 2023) there was no evidence of recent earth moving work, building construction, or building additions observed on subject property in the process of conducting the fieldwork.
- During collection of survey data surveyor observed recent street and sidewalk repairs on and along 5th Avenue Northeast.
- The subject property has access to and from a duly dedicated and accepted public street known as 5th Avenue. Northeast to the west of subject property, there is street right-of-way to the north of subject property (20th Street Northeast) that is currently undeveloped and south (17th Street Northeast) of subject property which was a gravelled roadway at the time of survey.
- Per City of East Grand Forks City Planner Nancy Ellis, at time of survey there are no proposed changes in street right-of-way lines.
- Only those easements listed in subject properties Title Commitment Schedule B Exceptions are shown hereon.
- Trees shown on subject property were located using aerial photography.

CERTIFICATION

To Good Housing Partnership LLC, a Montana limited liability company and Commercial Partners Title, a division of Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(b)(1), 7(2), 8, 9, 10, 11(a), 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on December 28th, 2023.

Nicholas P. Tribula, Registered Land Surveyor
Minnesota Registration Number 48397
Date: 1-12-2024

GREEN ACRES APARTMENTS - EAST GRAND FORKS, MINNESOTA 1800 5TH AVENUE NORTHEAST	DATE: 1-12-2024
ALTA / NSPS SURVEY PREPARED IN CONJUNCTION WITH Commercial Partners Title, a division of Fidelity National Title Insurance Company COMMITMENT NO. CP72867	DRAWN BY: BP
REQUESTED BY: Good Housing Partnership - Gina Caminito 106 East Babcock Street, Suite 1E Bozeman, MT 56715	SCALE: 1" = 50'
 PRIBULA ENGINEERING, PLLC 208 3RD AVENUE NW EAST GRAND FORKS, MN 56721	DRAWING NO. 23-1227

14

SURVEYOR'S CERTIFICATE

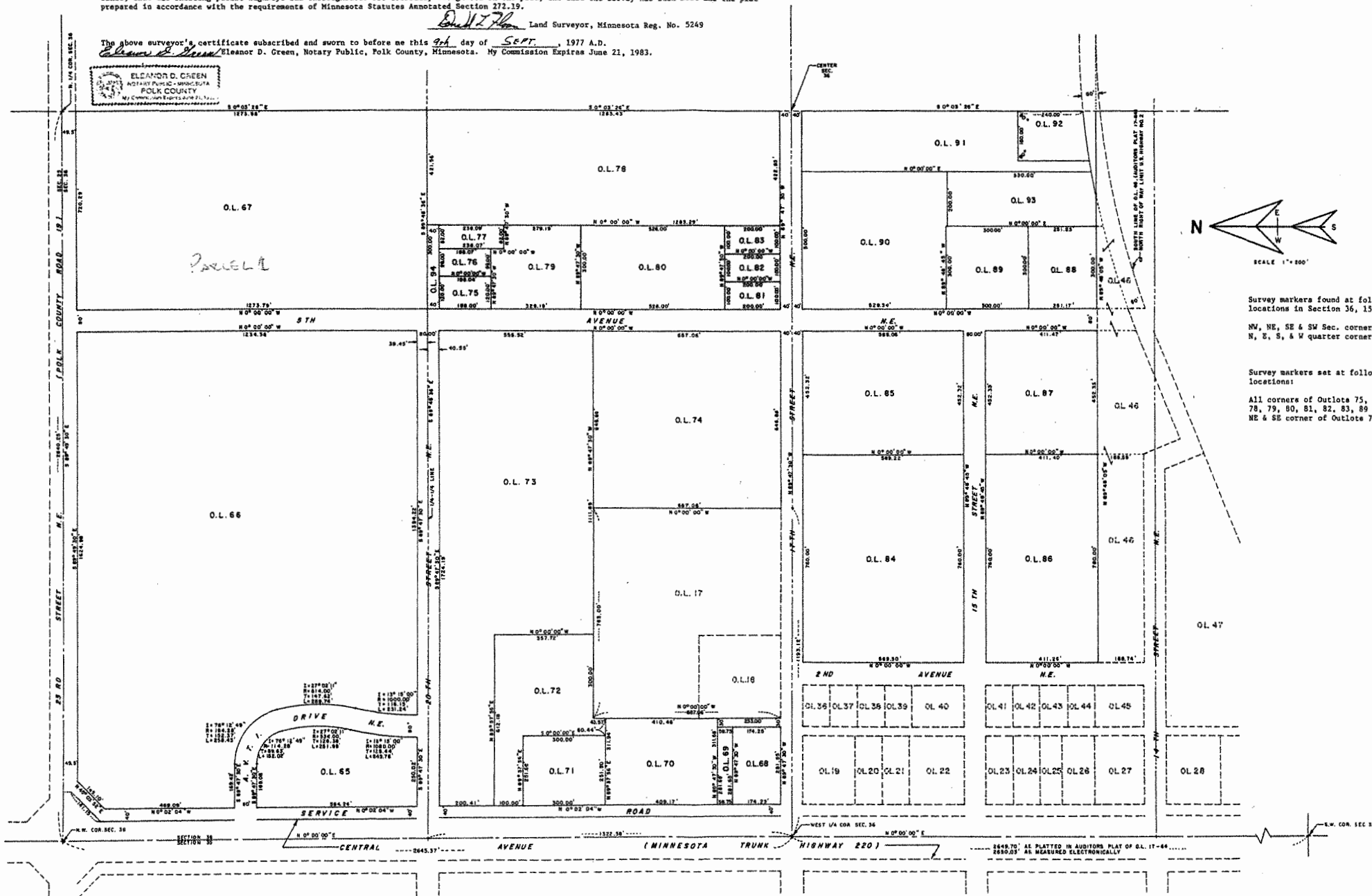
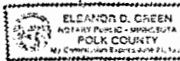
STATE OF MINNESOTA } SS
COUNTY OF POLK }

I, Donald L. Fleen, of East Grand Forks, Minnesota do hereby certify that I am a Registered Land Surveyor in the State of Minnesota, that the Plat is a correct representation of the survey, that all distances are correctly shown on the plat. That the monuments for guidance for future surveys have been correctly placed in the ground as shown, that the topography of the land is correctly shown on the plat, that there are no wet lands, that all existing public highways and thoroughfares are correctly designated on the plat, and that the survey has been made and the plat prepared in accordance with the requirements of Minnesota Statutes Annotated Section 272.19.

Donald L. Fleen

Land Surveyor, Minnesota Reg. No. 5249

The above surveyor's certificate subscribed and sworn to before me this 9th day of SEPT., 1977 A.D.
Eleanor D. Green Eleanor D. Green, Notary Public, Polk County, Minnesota. My Commission Expires June 21, 1983.



Survey markers found at following locations in Section 36, 152, 50:

NW, NE, SE & SW Sec. corners and N, E, S, & W quarter corners

Survey markers set at following locations:

All corners of Outlots 75, 76, 77, 78, 79, 80, 81, 82, 83, 89 and NE & SE corner of Outlots 73 & 74

Accounts Payable

Check Register Totals Only

User: mnelson
Printed: 1/23/2024 - 9:07 AM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41905	01/23/2024	MNC002	MN Commissioner of Finance	5,575.26	0
41906	01/23/2024	PIN002	Pine to Prarie Drug Task Force	32,646.42	0
41907	01/23/2024	POL001	Polk County Attorney	17,653.19	0
Check Total:				55,874.87	

Accounts Payable

Check Register Totals Only

User: mnelson
Printed: 2/1/2024 - 10:04 AM



City of East Grand Forks

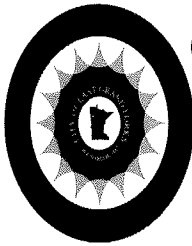
P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41914	02/06/2024	ACM001	Acme Electric Companies	719.35	0
41915	02/06/2024	ADV007	Advanced Auto Parts	75.89	0
41916	02/06/2024	ADV001	Advanced Business Methods Inc	1,819.28	0
41917	02/06/2024	AE2S01	Advanced Engineering & Environmen	7,883.09	0
41918	02/06/2024	AIR001	Airgas USA, LLC	10.00	0
41919	02/06/2024	ALL011	Allstream	160.45	0
41920	02/06/2024	AME005	Aramark Uniform Services	773.20	0
41921	02/06/2024	ATV001	Auto Value Grand Forks	609.45	0
41922	02/06/2024	BAK001	Baker & Taylor Co	43.62	0
41923	02/06/2024	BOR001	Border States Electric Supply	394.68	0
41924	02/06/2024	GFF001	Timothy Brooks	2,040.00	0
41925	02/06/2024	CUT003	Jacob Burris	100.00	0
41926	02/06/2024	CEN001	Center Point Large Print	219.33	0
41927	02/06/2024	CEN006	Century Link	306.05	0
41928	02/06/2024	CIN001	Cintas Corporation No. 2	247.90	0
41929	02/06/2024	GFC002	City of Grand Forks	141,162.50	0
41930	02/06/2024	CIV002	CivicPlus	790.08	0
41931	02/06/2024	COD001	Code 4 Services, Inc.	6,780.00	0
41932	02/06/2024	COL002	Cole Papers Inc	1,305.22	0
41933	02/06/2024	COM003	Complete Pest Control Inc	175.00	0
41934	02/06/2024	CON007	ConfiTrek	2,208.00	0
41935	02/06/2024	COU008	Countrywide Sanitation Company	41,222.71	0
41936	02/06/2024	DOM001	Domson BG Service	2,198.04	0
41937	02/06/2024	EAG001	Eagle Electric	1,383.53	0
41938	02/06/2024	EGF006	EGF City Petty Cash Ckng	1,525.33	0
41939	02/06/2024	EGF005	EGF Firemen's Relief Association	82,275.31	0
41940	02/06/2024	GAL002	Galls LLC	914.23	0
41941	02/06/2024	GER001	Gerrells Sport Center	907.50	0
41942	02/06/2024	GGF001	GGF Convention & Visitors Bureau	3,835.65	0
41943	02/06/2024	HUB001	Hubert and Duane Gonsorowski	431.37	0
41944	02/06/2024	GOR003	Paul Gorte	210.00	0
41945	02/06/2024	GFW001	Grand Forks Welding & Machine	325.36	0
41946	02/06/2024	REY001	Harbott Knutson Larson & Holten PLI	84.00	0
41947	02/06/2024	HOM001	Home of Economy	201.83	0
41948	02/06/2024	HUG001	Hugo's	177.16	0
41949	02/06/2024	IND006	In-Depth Inspections LLC	5,130.49	0
41950	02/06/2024	ING003	Ingram Library Services	1,531.52	0
41951	02/06/2024	INT013	Interstate Billing Service	579.96	0
41952	02/06/2024	JOH034	Tyler Johnson	47.00	0
41953	02/06/2024	KEN002	Kennedy & Graven, Chartered	357.00	0
41954	02/06/2024	LEA008	League of Minnesota Cities Insurance	270.00	0
41955	02/06/2024	HAR081	Local Ace	407.13	0
41956	02/06/2024	HAR086	Local Ace	3.00	0
41957	02/06/2024	HAR087	Local Ace	338.81	0
41958	02/06/2024	HAR090	Local Ace	4.35	0
41959	02/06/2024	LUN001	Lunseth Plumbing & Heating	4,539.34	0
41960	02/06/2024	MCF001	McFarlane	184.95	0
41961	02/06/2024	MPO001	Metropolitan Planning Organization	9,614.05	0
41962	02/06/2024	MOC001	Mid-States Organized Crime Info Cen	150.00	0
41963	02/06/2024	MID003	Midcontinent Communications	2,755.80	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41964	02/06/2024	MND020	Minnesota DEED	788.44	0
41965	02/06/2024	MPW001	Minnesota Pump Works	2,001.50	0
41966	02/06/2024	MND006	MN Dept of Revenue	126.00	0
41967	02/06/2024	MNF001	MN Fire Service Certification Board	126.00	0
41968	02/06/2024	MNP004	MN Public Facilities Authority	82,067.67	0
41969	02/06/2024	MOT002	Motorola Solutions Inc	17,768.00	0
41970	02/06/2024	NEL101	Nelson Auto	496.67	0
41971	02/06/2024	NOR004	Northern Plumbing Supply	330.42	0
41972	02/06/2024	NOR024	Northland Yard Service	727.50	0
41973	02/06/2024	ORE001	O'Reilly Automotive, Inc.	89.69	0
41974	02/06/2024	OFF002	ODP Business Solutions, LLC	22.37	0
41975	02/06/2024	OPP001	Opp Construction LLC	200.00	0
41976	02/06/2024	OVE002	OverDrive, Inc	8,000.00	0
41977	02/06/2024	EXP002	Page 1 Publications, Inc.	1,555.93	0
41978	02/06/2024	POM001	Pomp's Tire Service, Inc	99.07	0
41979	02/06/2024	POW003	Powerplan OIB	5,216.55	0
41980	02/06/2024	PRA006	Praxis Strategy Group	5,250.00	0
41981	02/06/2024	PSD001	PS Garage Doors	280.16	0
41982	02/06/2024	QUI001	Quill Corporation	69.99	0
41983	02/06/2024	R&R001	R&R Specialties of Wisconsin Inc	1,884.20	0
41984	02/06/2024	SAN005	Sanford Health OccMed	742.00	0
41985	02/06/2024	SER001	Service Providers for Seniors	75.00	0
41986	02/06/2024	MIK001	SJA Thunder Corp	175.38	0
41987	02/06/2024	SRF001	SRF Consulting Group Inc	17,143.01	0
41988	02/06/2024	SCR001	St. Cloud Refrigeration, Inc.	3,042.00	0
41989	02/06/2024	PRA005	The Practice Place, PLLC	360.00	0
41990	02/06/2024	THU002	Thur-O-Clean	5,737.82	0
41991	02/06/2024	VAL002	Valley Truck Parts and Services Inc.	335.00	0
41992	02/06/2024	VER001	Verizon Wireless	50.00	0
41993	02/06/2024	VIL001	Vilandre Heating & A/C	1,584.82	0
41994	02/06/2024	WAT001	Water & Light Department	100,235.94	0
41995	02/06/2024	BUL001	Kent Wavra	2,000.00	0
41996	02/06/2024	WWG001	WWGoetsch Associates, Inc.	3,228.11	0
41997	02/06/2024	XCE001	Xcel Energy	18,877.25	0
Check Total:				610,115.00	

Accounts Payable
Check Register Totals Only

User: mnelson
Printed: 2/2/2024 - 3:06 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41998	02/06/2024	MAR008	Marshall & Polk Rural Water System	9.00	0
41999	02/06/2024	NOR024	Northland Yard Service	787.50	0
42000	02/06/2024	TEN002	Tenvoorde Ford, Inc.	42,984.88	0
Check Total:				43,781.38	