

**AGENDA  
OF THE WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 25, 2024 – 5:00 PM**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. Request for Resolution Authorizing the Sale of Property – Ron Galstad**
- 2. Request to Accept Donation for Playground at Griggs Park Trailhead – Jeremy King**
- 3. Consider Update to Site Use Agreement with Lutheran Social Services – Jeremy King**
- 4. Consider Upgrade to HVAC System at Senior Center – Jeremy King**
- 5. Request to Reclassify the Senior Center Coordinator Position – Jeremy King**

**ADJOURN:**

**SEE NEXT PAGE FOR CLOSED MEETING AGENDA**

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

**AGENDA  
OF THE CLOSED MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, JUNE 25, 2024 – FOLLOWING THE WORK SESSION**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

1. The meeting will be closed pursuant to MN Statute 13D.05 Subd. 3(3) to develop or consider offers or counteroffers for the sale of real or personal property that is currently owned by the government entity for parcel numbers 31.00051.01 and a portion of parcel 31.00053.00.

**ADJOURN:**

**Upcoming Meetings**

Council Meeting – Tuesday, July 2, 2024 – Council Chambers – 5:00 PM  
Work Session – Tuesday, July 9, 2024 – Training Room – 5:00 PM  
Council Meeting – Tuesday, July 16, 2024 – Council Chambers – 5:00 PM  
Work Session – Tuesday, July 23, 2024 – Training Room – 5:00 PM

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

**CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA  
RESOLUTION NO. \_\_\_\_\_**

At a regular meeting of the City of East Grand Forks, State of Minnesota, held on \_\_\_\_\_, 2024, council member \_\_\_\_\_ offered the following Resolution which was seconded by council member \_\_\_\_\_:

**RESOLUTION AUTHORIZING AND RATIFYING THE SALE  
OR DISPOSAL OF REAL PROPERTY**

**WHEREAS**, it is in the best interest of the City of East Grand Forks of the State of Minnesota (“City”) to authorize the previous sale, transfer, or disposal of real property located in the City of East Grand Forks, County of Polk, State of Minnesota, as follows:

**Legal Description:**

---Lots 2, 3, and 4, Block 1, Coulee View Addition to the City of East Grand Forks, Polk County, Minnesota; AND Lots 1 and 2, being a Replat of Lots 5, 6, & 7, coulee View Addition to the City of East Grand Forks, Minnesota.

(“Land”)

**Buyer/Transferee:** Western Gamble II, LLC, a limited liability company organized under the laws so the State of North Dakota.

(“Transferee”); and

**WHEREAS**, the City conveyed the Land to the Transferee by the Quit Claim Deed dated October 15, 2019 and recorded October 23, 2019 as Document No. A000723201 (“Conveyance”).

**WHEREAS**, the East Grand Forks City Charter, Section 10.03 provides that real property of the City may be disposed of as its interests require by resolution.

**NOW, THEREFORE, IT IS RESOLVED** by the City of East Grand Forks’s council as follows:

That the City authorizes the Conveyance of the Land to the Transferee and any previous disposal of or transfer of the Land to the Transferee is hereby ratified and approved; and

VOTING AYE: \_\_\_\_\_

VOTING NAY: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The President declared the Resolution passed.

ATTEST:

PASSED: \_\_\_\_\_, 2024

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
President of Council

I hereby approve the foregoing Resolution this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

State of Minnesota, County of Polk

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by

\_\_\_\_\_, Mayor.

\_\_\_\_\_  
Megan Nelson, City Clerk

MN QUIT CLAIM DEED, Except Assessments

Corp. to Business Entity

No delinquent taxes and transfer entered:

Certificate of Real Estate Value

filed ( ) not required

Certificate of Real Estate Value No. 1025525  
October 23, 2019 4445

\_\_\_\_\_  
County Auditor  
by Andy Johnson  
Deputy



**A000723201**

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

**10/23/2019 2:14:30 PM**

**PAGES: 2**

**REC FEES: 46.00**

**MICHELLE M COTE  
POLK COUNTY RECORDER**

BY \_\_\_\_\_ WD \_\_\_\_\_ Dep

**WELL CERTIFICATE RECEIVED \_\_\_\_\_**

DEED TAX DUE HEREON: \$540.54

Date: October 15, 2019

FOR VALUABLE CONSIDERATION, the **City of East Grand Forks, Minnesota**, a municipal corporation organized under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to **Western Gamble II, LLC**, a limited liability company organized under the laws of the State of North Dakota, Grantee, real property in Polk County, Minnesota, described as follows:

**Lot 2, 3 and 4, Block 1, Coulee View Addition to the City of East Grand Forks, Polk County, Minnesota.**

- Parcel No. 83.04381.00**
- Parcel No. 83.04382.00**
- Parcel No. 83.04383.00**

**Lot 1 and 2, being a Replat of Lots 5, 6, & 7, Block 1, Coulee View Addition to the City of East Grand Forks, Minnesota.**

- Parcel No. 83.04460.00**
- Parcel No. 83.04461.00**

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: the lien of all unpaid special assessments and interest thereon; mineral reservations and easements of record.

The Seller certifies that the Seller does not know of any wells on the described property.

No. 126145  
Deed tax herein of \$ 540.54  
Paid this 23 day of Oct 2019  
Lori Oien  
Polk County

*Gelstad, Jensen*  
*ck # 9289*



# Request for Council Action

Date: June 25, 2024

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

Cc: File

From: Jeremy King, Parks & Recreation

RE: Request to Accept Donation for Playground at Griggs Park Trailhead

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**Background:**

In July 2023, the City Council expressed interest in allowing Becca (Aker) Walk to start fundraising for a play set at the Griggs Park Trailhead facility, located at 103 Hill St, across the railroad tracks from Sacred Heart School. Becca, who operates a daycare nearby, frequently visits the trailhead with her daycare children. Together with the Home Run Club, Becca has raised \$1,007 for the new play set.

Currently, no specific fundraising goals have been set, and no funds from the Parks & Recreation budget have been allocated for the construction of the new playground. The raised money can be earmarked for the new play set at Griggs Park until a more detailed plan is established.

**Budget Impact:**

No budget impact for 2024. There may be a potential budget impact in the future if City funds are needed to help complete the project.

Estimated total construction cost for the play set is \$35,000.

**Recommendation:**

Accept the donation of \$1,007 to go towards the addition of a play set at Griggs Park Trailhead.

**Enclosure:**

None

# Request for Council Action

Date: June 25, 2024

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

Cc: File

From: Jeremy King, Parks & Recreation

RE: Update to the Site Use Agreement with Lutheran Social Service of Minnesota

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**Background:**

During the 2024 budgeting process, the City Council asked staff to look at ways to save money at the Senior Center, particularly in the commercial kitchen. Lutheran Social Services has agreed to pay the City \$315 per month for the use of the commercial kitchen. This rent is based on the total number of meals served from that location, which in 2023 was 15,177 meals. The agreement includes a provision allowing either party to terminate it with 60 day written notice.

**Budget Impact**

**2024:** Additional income of \$1,890

**2025:** Additional income of \$3,780

**Recommendation:**

Accept the updated facility use agreement.

**Enclosure:**

Senior Center Commercial Kitchen Site Use Agreement.

List of Supplies and Equipment Owned by LSS

2024 Senior Center Annual Report

**LSS MEALS  
SITE USE AGREEMENT – 2024**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in East Grand Forks.

This agreement made this 1<sup>st</sup> Day of May 2024, by and between City of East Grand Forks (Senior Center), 538 Rhinehart Dr SE, East Grand Forks, MN 56721, hereafter referred to as the Company and LSS Meals, 3101 S Frontage Road, Suite 100, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

1. All correspondence regarding this agreement will be between the Senior Director or Area Directors and Company.
2. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the Company, Minnesota, together with all the rules and requirements of the Police and Fire Department of the Company, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.
3. Subject to the terms and conditions hereof, the Company grants to the Nutrition Program the right to use the Facilities solely for the Permitted Use. Permitted Use shall mean any use or action necessary for, in connection with, incidental to, or convenient for the preparation, storage, and serving of meals through the LSS Meals program. The Nutrition Program shall be permitted to use the Facilities on the following days/times:  
  
\_\_\_\_\_.

4. The closing of sites on holidays will be determined by the Nutrition Program and the Company.
5. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

6. Insurance:

**The Company's responsibility:** During the term of the agreement, the Company shall maintain at its expense, specific insurance coverages with companies licensed to do business in the state of MN as follows:

- **General Liability** with respect to its use and occupancy of the premises with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
- **Property Coverage** which protects against loss by fire, lightning, and other risk customarily covered by standard extended coverage endorsement in amounts of not less than the full replacement cost of the building, without deduction for depreciation.
- **Professional and Sexual /Physical Misconduct Liability** for the Company's staff with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

The Company shall annually furnish The Nutrition Program with Certificates of Insurance outlining these coverages.

**The Nutrition Program's responsibility:** During the term of the agreement, The Nutrition Program shall maintain at its expense, specific insurance coverages with companies licensed to do business in the state of MN as follows:

- **General Liability** with respect to its use and occupancy of the premises with limits of liability of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
- **Worker's Compensation** limits at state required levels for all Nutrition Program staff serving at East Grand Forks.
- **Contents Insurance:** For any kitchen equipment owned by the Nutrition Program, coverage shall be in place in the amount of the full insurable replacement value. Exhibit A is a list of all the Nutrition Program - owned equipment (if applicable) located on the Premises as of the date of this Agreement.
- **Professional and Sexual Misconduct Liability** for the Nutrition Program's staff with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.

7: Indemnification: To the extent such waiver does not void or diminish the coverage under any policy, The Company and The Nutrition Program hereby waive any rights each may have against the other on account of any loss or damage sustained by either party, as the case may be, or their respective property, to the extent such loss or damage is covered by insurance carried by either party.

All personal property, equipment and fixtures kept, stored or maintained on the Premises shall be at the sole risk of The Nutrition Program. The Nutrition Program hereby forever waives and releases Company from any claims for loss or damage of any kind whatsoever to such personal property, equipment and fixtures, except to the extent such claims may arise or result from the negligence or wrongful acts of the Company or its employees, agents, invitees or contractors. Except for any negligent or intentional or reckless act or failure to act of The Company, its agents, employees, guests, invitees or contractors, or failure on the part of Company to perform its covenants or agreements under this agreement, The Nutrition Program shall indemnify and hold harmless The Company against all liabilities, damages, claims, costs and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against The Company by reason of any damage or injury to person or property adjudicated to be the fault of The Nutrition Program or its agents or employees.

8. The Company agrees to maintain, inspect, and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. In addition, The Company agrees to physical aspects of the space to ensure a safe environment for clients and staff of the Nutrition Program (e.g. HVAC system for safe temperature control). The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at Company expense. A dated and signed tag must be placed on each extinguisher.

9. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

10. The Company acknowledges and agrees that the Permitted Use benefits the Company's community population, that the Nutrition Program has undertaken this program at the Nutrition Program's expense. For use of the space, a payment of \$315 per month will be due from Nutrition Program to Company each month beginning with July 2024, to be received by the 15<sup>th</sup> of the month.

11. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency a 60-day notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

12. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term of January 1, 2024, to December 31, 2024, to be used as a nutrition site for seniors. **This agreement will renew annually unless notified by the Nutrition Program.** Any changes will be made with amendments agreeable to both parties.

13. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age \_\_\_\_\_% and over 60 year of age \_\_\_\_\_%.



## **Supplies and Equipment East Grand Forks**

Here are the supplies that LSS purchases for use:

Sanitizer  
Dish Soap  
Scrubbies/Wash Cloths  
Pot Holders  
Dishwasher Soap and Maintenance Supplies  
Oven Cleaner  
Stainless Steel Cleaner

Currently someone hired by the city comes in and cleans the building and floors in the kitchen.

We use the paper towels located in the dispenser by the kitchen sink

## **Equipment funded by federal or other grants awarded to LSS**

Dishwasher  
Steamtable  
Mixer  
Robo Coupe  
2 door freezer  
New Range



Life  
**Connected**  
East Grand Forks, MN

**2024  
Annual Report**

**East Grand Forks  
Senior Center**

**Tuesday, June 4  
1:00 Meeting  
Refreshments following**



**2024**

**Annual Meeting Agenda  
East Grand Forks Senior Citizen's Center**

Welcome and Introduction: 2024 Board Members

Comments: Parks and Rec.—Jeremy King

Comments : Judy DelValle

Revenue Report: 2023

Membership and Participation Report: 2023

LSS Senior Nutrition Report: 2023

Refreshments

Thank you for attending our Annual Meeting.

Our Seniors Inc will have it's Annual Meeting right after the refreshments have been served.

Thank you all for coming and for supporting our Senior Center.



# Life *Connected* East Grand Forks, MN

## **2024 Board of Commissioners East Grand Forks Senior Citizen's Center**

**Ted Obregon, President**

531 Rhinehart Dr. SE  
East Grand Forks, MN 56721

**Theodora Torgerson, Vice President**

413 5th Ave SE  
East Grand Forks, MN 56721

**Arlis Proulx**

905 21st St NW  
East Grand Forks, MN 56721

**Darrel Bratvold**

403 Crestwood Ct SE  
East Grand Forks, MN 56721

**Kathy Mills**

**621 21st NE|W**  
East Grand Forks, MN 56721

**Shirley Terrian**

208 2nd St NE Apt. 306  
East Grand Forks, MN 56721

**Karen Peterson, City Council Rep**

600 Demers ave  
East Grand Forks, MN 56721

**Jeremy King, Parks & Rec Director**

600 Demers Ave  
East Grand Forks, MN 56721

**Judy DelValle Coordinator**

538 Rhinehart Dr. SE  
East Grand Forks, Mn 56721

	<b>Year to date Financials.</b>				<b>2023</b>		
<b>Month</b>	<b>\$\$Amount</b>	<b>Membership</b>	<b>Activities</b>	<b>Fund Raising</b>	<b>Donations</b>	<b>Rentals</b>	
January	\$3,333.60	\$1,200.00	\$213.60	\$0.00	\$1,020.00	\$900.00	Scheels Donation
February	\$1,327.00	\$280.00	\$211.00	\$136.00	\$100.00	\$600.00	Valentines Supper
March	\$1,384.71	\$200.00	\$164.71	\$120.00		\$900.00	
April	\$3,165.07	\$200.00	\$111.00	\$604.07		\$1,250.00	Trellis Class
May	\$942.00	\$100.00	\$192.00		\$50.00	\$600.00	
June	\$1,549.28	\$160.00	\$189.28		\$200.00	\$1,000.00	100 of Donations
July	\$4,298.00	\$40.00	\$158.00		\$3,050.00	\$1,050.00	was from sale of
August	\$900.00	\$120.00			\$180.00	\$600.00	exercise equipment
Sept	\$1,271.70	\$60.00	\$203.70	\$158.00	\$100.00	\$750.00	Baked Pot Supper
October	\$1,010.34		\$210.34		\$50.00	\$750.00	
November	\$1,503.55	\$20.00	\$223.55	\$200.00	\$10.00	\$1,050.00	lefse
December	\$2,460.00	\$240.00	\$220.00		\$1,100.00	\$900.00	
<b>Year to Date</b>	<b>\$23,145.25</b>	<b>\$2,620.00</b>	<b>\$2,097.18</b>	<b>\$1,218.07</b>	<b>\$5,860.00</b>	<b>\$10,350.00</b>	

	<b>Year to date Financials.</b>				<b>2024</b>	
<b>Month</b>	<b>\$\$Amount</b>	<b>Membership</b>	<b>Activities</b>	<b>Fund Raising</b>	<b>Donations</b>	<b>Rentals</b>
January	\$1,870.00	\$840.00	\$110.00	\$120.00	\$50.00	\$750.00
February	\$2,279.00	\$660.00	\$176.00	\$203.00	\$640.00	\$600.00
March	\$2,050.61	\$260.00	\$175.61	\$265.00	\$0.00	\$1,350.00
April	\$1,394.06	\$260.00	\$139.06	\$0.00	\$95.00	\$900.00
May	\$1,249.00	\$240.00	\$159.00	\$0.00	\$0.00	\$850.00
June						
July						
August						
Sept						
October						
November						
December						
<b>Year to Date</b>	<b>\$8,842.67</b>	<b>\$2,260.00</b>	<b>\$759.67</b>	<b>\$588.00</b>	<b>\$785.00</b>	<b>\$4,450.00</b>

200 Bridge

300 Rand 140 Memorials

Breakfast



## Membership and Usage Report 2023 East Grand Forks Senior Center

**On Membership Roll:** Membership runs January through December of the current year. I only mail out to members that are current on their dues. They have been reminded that the membership is due and that they will not receive the newsletter after March if they have not paid. Currently we have 130 paid members that receive the Newsletter.

**Recreational Activities:** Cards, Pinochle, Whist, Bridge, Smear, Duplicate Bridge, Pony Tail Canasta, Mexican Train or Chicken Foot, Mahjong, Monthly Bingo with Good Samaritan Heritage Grove Exercise Room and Exercise, Nutrition and Health Classes, Computer Training, Knitting, Tai Chi, Tripoly, Bunco, Pegs and Jokers Line Dancing and Lots of Socializing.

**Special Events:** AARP Defensive Driving Classes, Chronic Conditions Classes, Christmas Party. Special Bingo for different holidays

**Health Activities:** Daily Nutritious Meals Served, Bi-monthly Foot Clinics, Bi-weekly Line Dancing—advanced or beginners, Dances with Live Bands, Daily Exercise Room Participation, Monthly Nutrition Assistance for Seniors (NAPS) Retired and Senior Volunteer (RSVP) Opportunities, Health and Education Speakers.

### **Rentals and Community Participations:**

Board of Commissioner Meetings, Bingo, Town Ship and Twin home Association Meetings, LSS Meal Program, AARP Defensive Driving, Nutrition Assistance for Seniors, Voting Site, Political Candidate Forums, Medicare Classes, Birthday, Graduation and Anniversary Parties, Bridal and Baby Showers, Community Clubs, and Family Reunions. This last year we even rented on Thanksgiving and Christmas Day to families.

Have a lot of activities that I have started to let them come in when they want to do things. Example: different time or more Dominoes or Tripoly. Can come in whenever they want to play Mah Jong. This seems to be working to get a few more people into the building and they can play the games when they want and not just when I have them scheduled. Have been hosting a different Bridge group over here when they cannot meet at the Legion so we are their backup site. We did get a pool table and Crestwood Homes is looking at meeting here monthly as a group to help form more of a community for them. Still a work in progress. Trying to do things differently and listening to what the members want to do and not just the same old schedule.



Life  
**Connected**  
 East Grand Forks, MN

**LSS Senior Nutrition Report 2023**  
 of the  
**East Grand Forks**  
**Senior Citizen’s Center**

	# Meals Served		
	2018 / 2019	2022	2023
Congregate	1721 / 1276	1505	1,157
Home Delivered	2805 / 4871	8799	10,300
Over 60 pop up		637	2,520 (210 per month)
18 to 59 pop up		1240	
Crookston Pop up		505	1,200 (100 per month)
Total Meals Served	5528 / 6127	12686	15,177

There would have been more meals that were sent out to other locations throughout the year also. Other locations will call if they don’t have a cook or if they are short for the Pop up events.

Pop up events for over 60 are still happening but the 2nd Harvest Grant for 18—59 year olds has stopped. The over 60 will stop after August unless there is another grant that is available.

We are currently still making frozen meals for the pop up events in Crookston and Mike drives them to Crookston and drops them off at the Crookston Senior Center.

LSS has been restructuring all year and things keep changing with how things are done. Tina Hanson was our regional manager and she has been reshuffled to the Regional Manager for the Kitchen/office staff and Carol Demars is back as the Kitchen/Cooks Regional Manager. There regions were combined and then each will be in charge of a different area in each kitchen and have a larger driving area they need to cover.

Just hired a kitchen assistant and she started May, 16 and will work 3 days a week.

We currently have a staff of 4 that work in the kitchen. Paula and Sheila take turns on a weekly basis as the cook and the other person then is the support person. Paula is still the main cook and is pretty much in charge of what goes on in the back.

Currently we are delivering around 70 meals and have broken that up to 4 different routes so the food remains hot when it gets delivered. We needed to make smaller routes as it can take 30 to 60 minutes to deliver these meals. We have been doing Sunshine Terrace and Townsquare, we have now added Good Samaritan to the apartment buildings we are delivering to. We struggle with having enough drivers available each week to deliver all the meals. Seems like somebody is always going to be gone or taking time off. Our drivers get a \$15.00 stipend to help pay for gas and their vehicle expenses.

We have developed a very good relationship with the food shelf and they send a lot of there extra food our way when they have perishables that are getting to close. What we are not able to use we put out for the members to take home.

As our building is getting older so is our equipment and we have started to see a little more on maintenance in the kitchen. We just got a new stove thru Culinox and this was paid for from LSS.

I do not do much helping for Lutheran Social Services as I did before now that we have the 4 in the kitchen. I still help them to get desserts made and it just seems to be a struggle for them to get things made. I also keep an eye on things and give helpful tips on how to do things. We like to send out special bags for the different holidays to make the HDM feel more special. We concentrate on making sure things look good and feel special as some of these meals go into homes where the clients don't see or talk to others. We just started with the DAC coming in to help us with different things. They colored Memorial Day Bags.

Overall the kitchen seems to be working pretty good and we have increased the number of meals that we put out. Dining room is always a mystery of how many will be eating in house, but we have been getting more people off the streets that have never been here before.

# Request for Council Action

Date: June 25, 2024

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

Cc: File

From: Jeremy King, Parks & Recreation

RE: Update to HVAC System Upgrade at the Senior Center

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## **Background:**

Since 2022, the City has been discussing an upgrade to the HVAC system at the Senior Center. Currently, there are two residential furnaces installed after the flood, which are twinned together to provide heating and cooling for both the kitchen and the main gathering hall. These units have two split Air-Cooled Condensing Units (ACCUs) on the roof. The kitchen ductwork is served by the same two furnaces that serve the main area. The combined ductwork of both the kitchen and the main area was originally designed for much larger equipment than the two furnaces currently in use, resulting in minimal air velocity coming out of the registers. In the kitchen, the airflow is almost non-existent.

Additional issues with the existing system include:

- One of the ACCUs on the roof has a faulty compressor.
- The existing HVAC system was not designed to supply fresh air to the building.
- The kitchen is consistently uncomfortably warm.
- The kitchen lacks its own space control thermostat.
- The kitchen does not have any makeup air coming in when the exhaust hood is running.

## **Budget Impact:**

\$157,500 in the Building Maintenance Fund for 2025.

## **Recommendation:**

Include \$157,500 in the Building Maintenance Fund for 2025 to upgrade existing HVAC System.

## **Enclosure:**

HVAC Upgrade Proposal provided by Johnson Controls.



## HVAC UPGRADE PROPOSAL

**Date:** April 23, 2024

**Name:** East Grand Forks – Senior Citizens Center

**Document Type:** Project Budget for FY25

### East Grand Forks – Senior Citizens Center

**Owner:** EGF – Parks & Recreation

**Address:** 600 Demers Ave  
East Grand Forks, MN 56721

**Phone:** (218) 773-0821

**Website:** [www.egf.mn/209/Senior-Center](http://www.egf.mn/209/Senior-Center)

**Owner Contact:** Jeremy King

**Title:** Parks & Recreation Superintendent

**Phone:** (218) 779-9267

**Email:** [jking@egf.mn](mailto:jking@egf.mn)

### Johnson Controls Inc

**Name:** Johnson Controls Inc.

**Address:** HVAC Branch Office  
2320 12<sup>th</sup> Street North  
Fargo, ND 58102

**Phone:** (701) 293-1140

**Website:** [www.johnsoncontrols.com](http://www.johnsoncontrols.com)

**Contact:** Jonathan Paul

**Title:** Sr Account Exec – Owner Direct

**Phone:** (701) 630-0548

**Email:** [jonathan.f.paul@jci.com](mailto:jonathan.f.paul@jci.com)

## Current System Overview

Currently there are two (2) residential furnaces that are twinned together to provide heating and cooling for both the kitchen and the main gathering hall. These units have (2) split Air-Cooled Condensing Units (ACCU's) on the roof.

Currently the kitchen ductwork is served by the same two (2) furnaces that serves the main area. The combined ductwork of both the kitchen and the main area was originally designed for much larger equipment than the two (2) furnaces that are currently serving it. That is why there isn't hardly any air velocity coming out of the registers. If you feel them in the kitchen, the airflow is pretty much dead coming out of them.

## Existing Issues

- One of the ACCU's on the roof currently has a bad compressor.
- The existing HVAC System was not designed to feed fresh air into this building.
- The kitchen is always uncomfortably warm.
- The kitchen doesn't have its own space control thermostat.
- The kitchen doesn't have any makeup air coming in when the exhaust hood is running.

## Design Considerations

When looking at upgrading systems in public building we work on a plan that will meet current ASHRAE codes, taking into consideration the max capacity of people in the space. Since, occasionally the Senior Center is used for large group gatherings we want a system that will accommodate the proper amount of fresh air. These needs must be weighed carefully against the costs associated with more commercial HVAC systems. However, introducing fresh air is always of high importance ever since the pandemic and especially for the senior citizen population that this building is intended for.

A typical commercial kitchen will always have a dedicated exhaust fan and a complimenting make-up air unit. We have seen many times where contractors have tried to tie kitchen ventilation into another unit or install a zone damper system on a common unit with another area. It never works well. Kitchen areas often need to be in cooling mode while adjacent areas are in heating mode. Trying to make all areas comfortable from one common unit is not recommended. Also, in this case, our intention is to bring fresh makeup air in from the economizer of the unit when the exhaust hood is running.

Alternative options do not seem to address the problem as simply. An alternate option could be to have two (2) twinned furnaces installed for the main area and one (1) separate furnace for the kitchen. However, then we would have to add ACCU's on the roof and run refrigerant piping to them. Each furnace would also need an air intake hood installed on the roof for an economizer. This is something that comes installed on a Roof Top Unit. The furnaces would also require an exhaust hood to relieve excess building pressure when economizing (otherwise the building becomes positive and doors blow open). Again, this is part of a standard Roof Top Unit. Then we would have to install electric actuated dampers, and temp sensors and controls to all of the components to tie everything together and make things work.

After carefully considering our options, we recommended a project that would install two (2) new packaged RTU's for this building. This solution addresses the need for fresh air, zone control, economizer (free cooling), & better comfort.



## Proposal

### Overview

We are pleased to submit this proposal to provide Construction Services for the East Grand Forks Senior Center – HVAC Upgrades. We appreciate the opportunity to propose this project. If this agreement is acceptable, please sign and return a copy to me.

**BUDGET ONLY: \$157,500.00**

**ONE HUNDRED FIFTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS**

East Grand Forks is entering into this Sole Sourced agreement with Johnson Controls to complete the scopes of work under this proposal as priced per Sourcewell contract #070121-JHN.

### Scopes of Work

**Equipment:** Provide two new Johnson Controls Roof Top Units as specified on the attached submittal.

- RTU-2 Commons Area - 8.5 Ton, Two Staged Cooling, Single Packaged R-410A Air Conditioner, High Efficiency, 12.0 EER, 180 MBH Input Stainless Steel, Two Stage Gas Heat, 208/230-3-60.
- RTU- 3 Kitchen Area - 4 Ton, Two Staged Cooling, Single Packaged R-410A Air Conditioner, High Efficiency, 15.0 SEER / 12.2 EER, 80 MBH Input Stainless Steel, Two Stage Gas Heat, 208/230-3-60.

**Structural:** Furnish and install the structural improvements required to the structure to support the new RTUs. Professionally Installed welded steel to match the new RTU Curbs. Includes Professionally Engineered Structural Plans.

**Roofing:** Flash the two RTU's using EPDM materials, target patch for four - 3" pipes that are being removed, flash in one electrical line set.

**Mechanical:** Demo & dispose of two existing furnaces & condensing units. Spot and set new roof curbs, crane & mount the RTU's on the curbs, run proper return ducts, connect gas piping & regulators.

**Electrical:** Install two new electrical circuits for the new RTU units (RTU-1 70 amp & RTU-2 45 amp), interlock RTU-2 with kitchen hood.

**Other:** JCI will complete a factory start up on the two RTU's as well as owner's instructions during start up. This proposal includes a one-year parts and labor warranty on the installation.

**This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.**

**This proposal is valid until: BUDGET ONLY**

City of East Grand Forks

Johnson Controls, Inc.

**Name:** \_\_\_\_\_

**Name:** Jonathan Paul \_\_\_\_\_

**Title:** \_\_\_\_\_

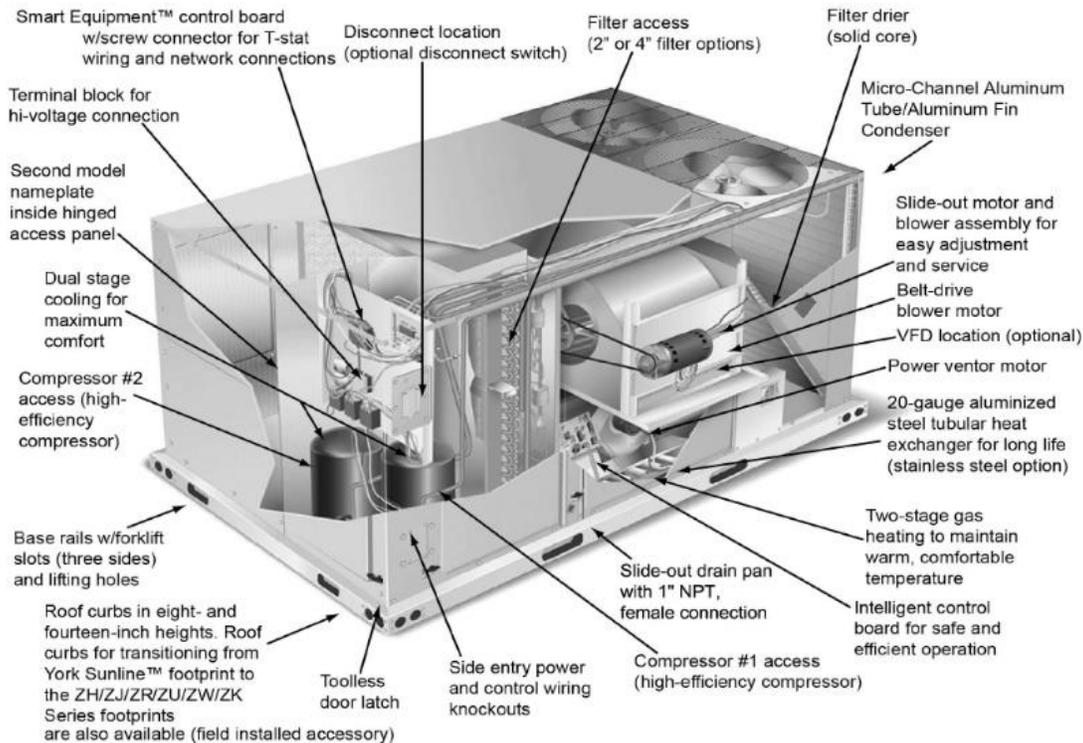
**Title:** Senior Account Executive \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Sign:** \_\_\_\_\_



**Project Management:**

This project will be managed by JCI’s Prime Retrofit Team. Project Management and Site Supervision will be provided throughout this project. A Project Kick Off and Project Turn Over meeting will happen at the beginning and the end of this project. Construction meetings will be coordinated as needed. Project Schedules will be submitted to the owner during the first kick off meeting. Johnson Controls Safety Policies will be adhered to and required by anyone that is on site during this project. All subcontractors will coordinate directly with our Prime Retrofit Team during this project. Owner instructions will be provided by the manufacturers during startup. The Project Management Team will coordinate times and schedules with the owner. All project documentation will be turned over to the owner at the Turnover Meeting and include: O&M Manuals, Shop Drawings, and Test Reports.

**This proposal DOES NOT include:**

- Labor or materials not specifically included in the work proposed above.
- Temporary ventilation, heating, or cooling during the execution of this project. Weather will be considered when scheduling the completion of this work and discussed with the owner.
- Work to be completed during normal business hours. Overtime work caused by unforeseen circumstances beyond the control of Johnson Controls, such as or scheduling changes by the customer. The cost difference between the overtime work wages and normal time work wages will be the responsibility of the customer.
- Repair or replacement of defective existing mechanical, electrical or controls equipment, except the equipment described in the project description. If found Johnson Controls will identify the location of defective equipment and notify the owners representative. Any additions or subtractions to the scope of work as listed above will be completed on a time and material basis. The finding and repair of any non-code compliant electrical wiring concealed throughout the areas of construction will be completed on a time and material basis.
- See attached Terms and Conditions for more details.

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

**(1) AGREEMENT AND LIMITATIONS.** This document (the "Agreement") sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

**(2) TERMINATION OR MODIFICATION.** Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

**(3) PRICE, SHIPMENT, AND PAYMENT.** Prices on accepted orders are firm for a period of 90 days from date of acceptance. Prices for products may be adjusted by Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) incurred by Seller after issuance of Seller's applicable proposal or quotation. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Failure to make payments when due will give Seller, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

**(4) DEPOSIT.** Buyer agrees to pay a deposit equal to 50% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 50% deposit within three business days after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

**(5) TAXES.** All prices exclude federal, harmonized, state/provincial and local use, sales or similar applicable taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

**(6) DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

**(7) LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US or Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY.** In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In

the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise) shall be limited to the purchase price paid by Buyer hereunder.**

**(9) PATENTS.** Seller shall defend, or at its option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the products or equipment provided under the Agreement in the United States infringes any U.S. patents or copyrights (or in Canada infringes on any Canadian patents or copyrights), or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incidental to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

**(10) GOVERNING LAW.** For any goods or work performed in the U.S., the formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. For any goods or work performed in Canada, the Agreement shall be governed by the laws of Ontario. Other than claims for unpaid contract amounts by Seller, any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

**(11) DISPUTE RESOLUTION.** Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin for U.S. sales, and Toronto, Ontario for Canadian sales. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

**(12) SOFTWARE AND DIGITAL SERVICES.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

**(13) PRIVACY. Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

**(14) CONNECTED EQUIPMENT SERVICES.** Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue

services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

#### (15) MISCELLANEOUS

**(a) CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in the scope of this Agreement or in local code requirements which become effective after Seller has accepted Buyer's order.

**(b) CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the mechanics lien legislation applicable to the location where the work will be performed.

**(c) INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

**(d) INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required. If any change in the scope of this Agreement or schedule for performance is ordered or directed by the Buyer (or any other party to the installation other than Seller) or any Force Majeure Event causes an increase in the cost or time required for Seller's performance of the work, Buyer shall make an upward equitable adjustment in the contract price or time of performance or both. Seller's additional costs, plus reasonable overhead and profit, shall be paid in full no later than 30 days from completion of such work.

**(e) COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of the United States and Canada. Buyer shall comply fully with such applicable laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States or Canada are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States or Canada, as applicable, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

**(f) BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**(g) FORCE MAJURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.



## Prime Retrofit Team Simplified Procurement of HVAC Equipment, Products, and Services

(h) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation

# Request for Council Action

Date: June 25, 2024

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

Cc: File

From: Jeremy King, Parks & Recreation

RE: Request to reclassify the Senior Center Coordinator Position

**Background:**

During the 2024 budgeting process, the City explored various ways to save money. One area the City Council highlighted for cost reductions in 2025 was the Senior Center. Within its operating budget, the Senior Center Coordinator position was identified as a potential opportunity for savings. This position was scheduled for a routine position analysis this year as part of the ongoing maintenance reviews for all non-union positions. After conducting the analysis, David Drown Associates Company recommended reclassifying the position from a 15 to a 12. This reclassification was based on reduced requirements for education and experience, as well as decreased levels of problem-solving, decision-making, and impact on end results. David Drown Associates Company also provided guidance based on how other communities have handled similar situations, noting that most freeze the position's wage until the salary range aligns with the new classification.

**Budget Impact:**

Current Grade 15. Employee is on step 8 at \$77,708.80 per year.

2024 pay plan Grade 12 range is: \$49,732.80 to \$68,577.60

	Grade/Step	Annual Wages	
Current Senior Center Coordinator	Grade 15/Step 8	\$77,708.80	
Year	Grade/Step	Annual Wages	Estimated COLA
2024	Grade 12/Step 10	\$68,577.60	3%
2025	Grade 12/Step 10	\$70,636.80	3%
2026	Grade 12/Step 10	\$72,755.90	3%
2027	Grade 12/Step 10	\$74,938.58	3%
2028	Grade 12/Step 10	\$77,186.74	3%
2029	Grade 12/Step 10	\$79,502.34	3%

Wage freeze will save \$4,721.60 from the 2025 budget.

**Recommendation:**

Freeze the Senior Center Coordinator position wage at the current rate until the approved salary range meets or exceeds the current pay rate.

**Enclosure:**

Memo from DDA regarding job classification, recommending an updated job description and grade change from 15 to 12.

Updated job description reflecting the current level of duties, education, experience, problem solving and decision making with impact on end results.

Pages from City Personnel Policy with procedures for reclassification and pay.



**DDA**

**Human Resources, Inc.**  
*a David Drown Associates Company*

**TO: REID HUTTUNEN, CITY ADMINISTRATOR AND TERRY KNUDSON, HR GENERALIST**

**FROM: DR. TESSIA MELVIN, DDA MANAGEMENT CONSULTANT**

**DATE: MARCH 18, 2024**

**SUBJECT: RECLASSIFICATION OF SENIOR CENTER COORDINATOR**

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As part of the ongoing maintenance, employees and supervisors complete position review forms indicating any changes in job descriptions. DDA will review position review forms, rewrite job description and conduct classification changes.

Under the City's current system, review of the update job description, I would change the following classification:

- Senior Center Coordinator lower the classification to a Grade 12 based on decrease in education and experience needed, decrease in problem solving, decision making and impact on end results.

With the current employee currently at a higher grade than 12, there are three recommendations to dealing with future wages:

1. Freeze the employee at the current rate until the approved salary range meets/exceeds the current rate of pay.
2. Freeze the employee at the current rate and either do an annual COLA or a reduced annual COLA.
3. Continue to honor the current wage range for the employee until they max out.

Dr. Tessia Melvin, DDA Management Consultant

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**Classification:** Senior Center Coordinator  
**Reports to:** Parks and Recreation Superintendent  
**Supervises:** No Supervision

**Department:** Parks and Recreation  
**Location:** Senior Center  
**FLSA Classification:** Non-Exempt

### Position Summary

Provides high-quality customer service and provides physical and mental well-being for seniors that visit the facility or call. Develops well being programs through different activities, socialization opportunities, emotional support or finding resources, as needed. Work is performed under the general direction of the Park and Recreation Superintendent. Ensures that all visitors are treated fairly and maintains a safe and clean building. Prepares financial reports on a monthly basis and operates budget.

### Essential Duties and Responsibilities

#### Professional Duties

- Manage all members that come into the building and ensure that they have a good time. Serves the public in person and over the phone.
- Greets, encourages, supports and listens to seniors. Adjusts activities to meet the needs of the members.
- Help with any work that is needed by kitchen staff.
  - Helps prepare desserts or snacks.
  - Helps with delivering Home Delivered Meals.
  - Assists with special meals for holidays.
- Manages rentals for the Senior Center.
  - Writes up contracts, takes deposits and payments for rentals.
  - Provides tour and answers questions from members.
- Provides office support for the center.
- Prepares agenda, financial reports and takes notes on meetings.
- Prepares and produces monthly newsletter.
- Prepares rooms for the various activities. Provides setup and hostess car for each room or activity.
- Maintain the building to be safe and clean for members.
- Prioritize projects and time to manage schedule and allow time for visiting with members.

#### Ancillary Duties

- Participates in a variety of meetings and trainings.
- Other duties as assigned or apparent.

The incumbent may encounter not public data in the course of these duties. Any access to not public data should be strictly limited to accessing the data that are necessary to fulfill the employment responsibility. While data are being accessed, incumbent should take reasonable measures to ensure the not public data are not accessed by individuals without a work reason. Once the work reason to access the data is reasonably finished, incumbent must properly store the not public data according to the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13).

If a new work assignment requires access to not public data, the incumbent is permitted to access not public data for the work assignment purposes only. Any access to not public data must be strictly limited to the data necessary to complete the work assignment and after the assignment is completed, the employee's work assignment no longer requires access.

### Qualifications

**Education:**

- Associate's degree with coursework in gerontology, psychology, public relations, or related field and moderate experience in business administration; and
- Three years of experience; or
- Equivalent combination of education and experience.

**Requirements:**

- Valid MN driver's license required.
- Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.

**Knowledge, Skills and Abilities**

- Knowledge of the principles and practices of senior services and program administration.
- Ability to understand older persons, their interests and issues that are important to them.
- Ability to effectively manage programs and staff; ability to communicate clearly in both oral and written forms.
- Ability to allocate and utilize resources and personnel to meet program goals.
- Ability to communicate complex ideas effectively, both orally and in writing; ability to analyze service problems and participate effectively in solving them; ability to operate standard office equipment and related hardware and software.
- Ability to learn specialized software, systems or equipment related to business need.
- Ability to conceive, develop and implement recreation programs for older persons.
- Ability to establish and maintain effective working relationships with associates, volunteers, older persons, officials of other agencies and the general public.

**Physical Demands and Working Conditions**

- This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions, frequently requires reaching with hands and arms and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

**Equipment Utilized**

- General office equipment.
- Computer word processing and spreadsheets.

6. Each employee folder will contain an entry log for recording every person's access to the records and purpose.
- C. Items not included in the Official Personnel File and/or Official Finance Department records of the City may not be used for either promotional or disciplinary proceedings, unless the employee falsified time and information.
- D. This policy will be periodically reviewed to ensure compatibility with current accepted personnel procedures.
- E. These records are maintained during the tenure of the employee and for seven years after the employee leaves City employment.

### **POSITION CLASSIFICATION PLAN**

The City will establish and maintain a Position Classification Plan so that all positions substantially similar with respect to the type, difficulty, and responsibility of work are included in the same class. For each class of positions there shall be:

- A. A class title description of duties or positions within the class;
- B. A written class description that explains the nature of the work responsibilities of the positions within the class;
- C. Examples of work which are illustrative of the duties of the positions allocated to the class;
- D. Position requirements such as the knowledge, abilities, and skills necessary for performance of the work; and
- E. A statement of experience and training desirable for recruitment into the class.

When a new position is created for which an appropriate class does not exist or when duties of a position change substantially, the City Administrator may initiate a review of the duties of the position. Based on the results of the review, the City Administrator may recommend reclassification of the position and shall require an appropriate class specification to be written.

The City Administrator shall review the Position Classification Plan with Department Heads and City Council as necessary to ensure correct classification of positions. The City Administrator shall recommend adjustments to the Classification Plan as appropriate.

### **RECLASSIFICATION PROCEDURE**

The purpose of this policy is to establish City policy and procedures for the request, consideration, and approval of position reclassification.

Revision of position descriptions and reallocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes.

It shall be the duty of the City Administrator to examine the nature of all positions and to allocate them to existing or newly created classes, to make changes in the classification plan as are made necessary by changes in the duties and responsibilities of existing positions, and to periodically review the entire classification plan and recommend appropriate changes in the allocations or in the classification plan.

When a new position is requested by a Department Head or the duties of an old position are substantially changed, the Department Head shall submit a written recommendation to the City Administrator including justification for the reclassification, emphasizing changes in position responsibilities or requirements for qualifications (i.e. experience, education, certifications, etc.).

The request will be reviewed by the City Administrator. If the request is justified, the budget impact will be determined, and an Issues and Option paper prepared for review by the City Council. If approved, the City Administrator will take the necessary steps to affect the reclassification. No reclassification involving an upgrade of salary not requested and approved as part of the budget process will be affected without Council approval.

If the City Administrator does not concur with the request, the Department Head will be provided with reasons. The City Council shall be the final decision maker for all reclassification requests.

If the requested action is for a downgrading of a position, and the City Administrator concurs, the City Administrator shall coordinate implementation steps.

Any employee who considers his/her position improperly classified shall first submit a request in writing for reclassification to his/her Department Head who shall review the request and transmit it with written recommendation to the City Administrator.

Re-grade comes about as a result of reclassification, and due to an overall increase/decrease in the responsibilities of a position, resulting in an increase/decrease in the monetary compensation (salary range) established for the position.

A job audit is an analysis of the critical elements of a position against a predetermined formula for measuring the relative worth of a position and placement in the City's classification/pay schedule.

## **COMPENSATION**

It is the policy of the City and the purpose of this plan to establish a compensation system that will allow the City to effectively compete for qualified personnel and to

ensure that salaries are equitable and commensurate with the duties performed by each employee.

Employees will be compensated according to the Compensation Plan established by the City Administrator and approved by the City Council. The City Administrator must develop and maintain a classification plan based on equitable compensation relationships for all positions in accordance with federal and state laws. This plan is reviewed periodically to ensure that responsibility levels and salaries are commensurate with the work performed.

The salary schedule shall be adopted by the City Council and shall apply to all employees not covered by a labor contract. Employees covered by the labor contract shall be compensated as referenced in the agreement. Copies are available for viewing in the Administration Office.

New Employees: All new employees will ordinarily be paid the minimum rate to mid-point rate in the appropriate salary range except as approved by the Administration Office.

Promotions: See policy on PROBATIONARY PERIOD.

Demotions: See "Pay Rates Exceeding Range Maximum."

Cost-of-Living: Cost-of-living adjustments/salary modifications may be granted by the City Council upon recommendation by the City Administrator. If granted, they are generally effective January 1 of each year.

"Acting" Status or Out-of-Classification Duties: See policy on WORKING OUT OF CLASSIFICATION.

Performance Pay Increases: Non-union employees who have successfully completed their probationary period will be eligible for a performance pay increase. Performance pay adjustments are effective January 1 of each year. Employees who have not been in their positions a full year will receive a pro-rated adjustment.

Re-evaluation: In the event that the salary of any position is re-evaluated by the Administration Office, and the Council authorizes to be implemented, results in an increased salary range for the position, the employee shall retain his/her current salary within the range or assume the entry level step of the new range, whichever is greater.

**Pay Rates Exceeding Range Maximum:** Any employee whose pay rate exceeds the maximum prescribed for his/her classification as a result of a reallocation of his/her position to a lower classification when there have been no recent, dramatic changes in assigned duties and responsibilities will not be reduced in pay. This does not apply to demotions. The employee will not be eligible for future salary increases until he/she

occupies a position for which the salary range maximum is more than the pay rate he/she currently receives.

Classification Plan: Jobs with similar duties and responsibilities are assigned to the same salary level. The Administration Office conducts periodic studies of various jobs when there is an indication that the employee is working above or below the established responsibilities for that position. These studies are normally initiated at the request of the Department Head and are conducted in accordance with the Personnel Policy on RECLASSIFICATIONS PROCEDURE.

Maintenance of the Salary Plan: The Administration Office shall be responsible for the continuous maintenance and administration of the City's Compensation Plan. The review will include an analysis of prevailing rates of pay for similar positions in comparable labor markets, organizations, cost-of-living factors, budgetary considerations, and other related factors. On the basis of this information, the Administration Office shall recommend to the City Council on the changes to keep the plan current, uniform and equitable. Such changes shall be approved by the Administration Office and shall then be submitted in the annual budget to the City Council.

### **WORK WEEK**

The following shall constitute a work week:

All Personnel (except those enumerated below) ..... 40 Hours

Exempt Employees (Department Heads & Supervisors)

Public Safety Personnel (Police & Fire)

Shall be scheduled in accordance with the Fair Labor Standards Act  
(29 U.S.C. s 207 (k)).

- A. The normal business hours of each department shall be established by the Department Head and approved by the City Council upon recommendation of the City Administrator. Department Heads should not normally schedule and employee for more than forty (40) hours of work in the departments' seven-day (7) work cycle. The seven-day (7) work cycle shall be periodically reviewed and approved by the City Council on recommendation of the City Administrator.
- B. City Hall will maintain office hours of 8 AM to 5 PM Monday thru Friday. Department Heads should schedule staff to provide coverage and keep offices open during those hours.

### **FLEXIBLE WORKING HOURS**

A department head may authorize a modification of an employee's work schedule, upon approval of the City Administrator, to an alternative schedule wherein the usual number