

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

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

**PLEDGE OF ALLEGIANCE:**

**OPEN FORUM:**

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

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of June 18, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 25, 2024.
3. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of June 25, 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.*

4. Consider approving Temporary Liquor License Application for the International Association of Firefighters Local 3423 for the Cats Incredible Event taking place on the banks of the Red River on July 26-28, 2024.
5. Consider approving the Special Event Application for Sacred Heart Church & School to hold a block party on August 21, 2024 and allowing the closure of a portion of 3<sup>rd</sup> Street NW in front of the church and school for the event.

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

6. Consider approving the request to waive the requirement for a city transient merchant licenses for non-food vendors at the Hot Valley Nights event.
7. Consider adopting Resolution No. 24-07-48 appointing election judges for the August 13<sup>th</sup> Primary election and November 5<sup>th</sup> General Election.
8. Consider adopting Resolution No. 24-07-49 authorizing 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.
9. Consider adopting Resolution No. 24-07-50 accepting donations to be used towards the construction of a new playground at Griggs Park Trailhead.
10. Consider adopting Resolution No. 24-07-51 authorizing persons listed below (subject to any expressed restrictions) is authorized for ACH origination and for online banking:

Name and Title

- (A) Steven Gander, Mayor
- (B) Reid Huttunen, City Administrator
- (C) Megan Nelson, City Clerk
- (D) Terry Knudson, HR Generalist
- (E) Karla Anderson, Finance Director
- (F) Renee Kringlen, Accounting Technician

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

11. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 5, 2024.

**COMMUNICATIONS:**

12. City Financial Statements as of April 30, 2024.

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

13. Consider approving the updated site use agreement between the City of East Grand Forks and Lutheran Social Services for the use of the Senior Center for the development and operation of the Nutrition Program.
14. Consider accepting the proposal from Johnson Controls to update the HVAC system at the Senior Center for a total of \$148,500.
15. Consider adopting Resolution No. 24-07-52 approves reclassification of the Senior Center Coordinator position and freezes the position's wage until the approved salary meets or exceeds the Grade 12 pay range.

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.

16. Consider approving the loan agreement for The Spud Jr. for \$80,361.16 at 4% for a 10-year term.
17. Consider adopting Resolution No. 24-07-53 authorizing the sale of Parcels 31.00051.01 and a portion of 31.00053.00 to the Minnesota Municipal Power Agency and authorize the Council President and City Administrator to finalize terms and enter into a purchase agreement.
18. Consider approving the updates to the Sick Time Policy to include the updates related to Earned Sick and Safe Time eligibility and use.

**CLAIMS:**

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

**COUNCIL/STAFF REPORTS:**

**ADJOURN:**

**Upcoming Meetings**

- 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
- Council Meeting – Tuesday, August 6, 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, JUNE 18, 2024 – 5:00 PM**

**CALL TO ORDER:**

*The Council Meeting of the East Grand Forks City Council for Tuesday, June 18, 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 Ben Pokrzywinski, Brian Larson, and Karen Peterson.*

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

**DETERMINATION OF 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 June 4, 2024.
2. Consider approving the minute summary of the “Closed Meeting” for the East Grand Forks, Minnesota City Council of June 4, 2024.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of June 11, 2024.

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

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

**SCHEDULED BID LETTINGS: NONE.**

**SCHEDULED PUBLIC HEARINGS: NONE**

**CONSENT AGENDA:**

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

- 4. Consider approving Exempt Gambling Permit Application for the East Grand Forks Home Run Club to hold a raffle on July 24, 2024 at Stauss Park located at 327 8<sup>th</sup> St NE East Grand Forks, MN 56721 and waive the 30-day waiting period.
- 5. Consider approving the Special Event Application for the International Association of Fire Fighters Local 3423 to host the Cats Incredible Fishing Tournament and other events in the LaFave Park area from July 26 through July 28, 2024.
- 6. Consider approving the Facility Use Agreement between the City of East Grand Forks and the Downtown Development Association for the temporary installation of a pickleball court for the month of July in 2024.

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

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

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

- 7. Regular meeting minutes of the Water, Light, Power, and Building Commission for May 15, 2024.

**COMMUNICATIONS:**

- 8. Presentation of 2023 Financial Audit Report.

Ms. Anderson introduced Mr. Brian Opsahl who was the lead auditor from Brady Martz. She stated he would be presenting the annual comprehensive financial report and the single audit because the City had received over \$750,000 in federal grants. Mr. Opsahl told the Council to stop him while he was reviewing the information if they had questions, there would be a lot of flipping through pages, but he would do his best to review the highlights of both reports. He explained not much had changed to accounting policies for this year but there would be a change for the following year regarding earned absences so the liability could be going up. He continued saying there were no issues with management and staff did a good job of responding to questions which made their job easier.

Mr. Opsahl started the review of the single audit report, they did not have any findings, so it was a clean report, and reminded the Council this report was necessary because the City had spent over \$750,000 of federal funds. He stated they did not have any findings on the project they tested and lastly there was a breakdown of the federal dollars received and what had been spent. He added in the next couple years the threshold for this type of audit could increase to a million dollars and asked for questions. There were none.

Mr. Opsahl said he would continue with the annual comprehensive financial report, the tabs represented different sections, and the introduction included a letter of transmittal and highlights of economic factors to show how things were for 2023. He added pages 11-18 had the management analysis, the financial statements started on page 19, and page 20 showed the overall net position. He continued with page 21 showing changes in the funds, page 22 listed the fund balance which increased by \$743,627, and page 25 listed the budget versus was the actual was. He reviewed the pages where the business type activities, cash flows, policies, breakdown of the funds, and statistical section were found. He asked if there were any questions. Ms. Anderson thanked staff for their assistance during the process. There were no questions.

#### **OLD BUSINESS:**

9. Consider adopting Ordinance 41, 4<sup>th</sup> Series amending Chapter 132 discharging firearms in 132.04 (b) and to use of bow and arrow section 132.06 and by adopting by reference City Code Chapter 10 and section 10.99 which, among other things, contain penalty provisions (2<sup>nd</sup> Reading).

**A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT ORDINANCE 41, 4<sup>TH</sup> SERIES AMENDING CHAPTER 132 DISCHARGING FIREARMS IN 132.04 (B) AND TO USE OF BOW AND ARROW SECTION 132.06 AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS (2<sup>ND</sup> READING).**

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

#### **NEW BUSINESS:**

10. Consider approving the agreement between the City of East Grand Forks and Countrywide Sanitation Company extending the contract for refuse and recycling collection for the city from July 1, 2024 through June 30, 2029.

**A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER PETERSON, TO APPROVE THE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND COUNTRYWIDE SANITATION COMPANY EXTENDING THE CONTRACT FOR REFUSE AND RECYCLING COLLECTION FOR THE CITY FROM JULY 1, 2024 THROUGH JUNE 30, 2029.**

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

11. Consider approving the agreement between the City of East Grand Forks and True Check LLC for Building Inspection Services for a two-year period starting June 20, 2024.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND TRUE CHECK LLC FOR BUILDING INSPECTION SERVICES FOR A TWO-YEAR PERIOD STARTING JUNE 20, 2024.**

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

12. Consider approving the grade crossing construction and maintenance agreement between the City of East Grand Forks and BNSF Railway Company for the Central Avenue railroad crossing.

**A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND BNSF RAILWAY COMPANY FOR THE CENTRAL AVENUE RAILROAD CROSSING.**

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

**CLAIMS:**

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

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

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

**COUNCIL/STAFF REPORTS:**

Mayor Gander reminded everyone that the recreation projects were going to be brought up, an update would be brought forward on what the plan was for the ice arenas and the baseball fields, and if someone wanted to get involved, they should reach out to Mr. King.

Council Vice-President Riopelle stated a former resident always watched the meetings even after he had moved away. He wanted to thank Jim and told him to keep watching.

Mr. Huttunen stated that Congresswoman Fischbach had met with city officials and people from the business community earlier in the day, he thanked Council President Olstad for being in attendance, there was good attendance from the business community, and there was strong discussion which included issues

from both the State and Federal levels. He reminded everyone that City Hall was going to be closed for the Juneteenth Holiday, but offices would be open the following day.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE JUNE 18, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:23 P.M.**

*Voting Aye: Pokrzywinski, Riopelle, Olstad, Larson, and Peterson.*

*Voting Nay: None.*

*Absent: Helms and Vetter.*

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Megan Nelson, City Clerk

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

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for Tuesday, June 25, 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; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**1. Request for Resolution Authorizing the Sale of Property – Ron Galstad**

Mr. Galstad told the Council a title opinion was requesting a resolution ratifying the sale of city property to Western Gamble and he did not think it was necessary because a resolution had already adopted granting the Economic Development Authority the authority to sell city property. He added this would keep the process moving forward so the current property owner could sell the property. Council member Larson asked for background on the parcels. Mr. Galstad explained they reconstructed 17<sup>th</sup> Street SE, the City requested an easement, but ended up purchasing the property which was replatted, and the lots were sold to Western Gamble for development. There were no other questions.

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

**2. Request to Accept Donation for Playground at Griggs Park Trailhead – Jeremy King**

Mr. King stated the request came forward in July 2023 to start a fundraising effort for a playground at Griggs Park Trailhead. He said \$1,007 has been raised at this point, currently there was nothing budgeted for equipment, and the request was to accept the funds and plan for what can be done at this location. There were no questions.

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

### **3. Consider Update to Site Use Agreement with Lutheran Social Services – Jeremy King**

Mr. King said when planning for the 2024 budget the request was made to try and find ways to save funds, so they have worked with Lutheran Social Services (LSS) on reviewing options regarding their use of the Senior Center. He explained they had come to an agreement after negotiations and based on the meals they had served the previous year; they would be paying \$315 per month for using the Senior Center space. He added the agreement would be updated reflecting this change and would include a 60-day cancellation if either party wanted to end the agreement. He added LSS had recently installed a new range in the kitchen and made the recommendation to accept the updated agreement. Council member Helms asked what fund the rent would be going to. Mr. King stated the general fund. Ms. Anderson said it would go in the fund that the other rents for use the Senior Center go to. Council member Pokrzywinski asked if the amount would cover utilities. Mr. King said it should cover the kitchen utilities. Council member Pokrzywinski asked if they made money from the meals. Mr. King said LSS was a non-profit, they did charge for meals, but they did not turn people away that were over 55. There were no other questions.

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

### **4. Consider Upgrade to HVAC System at Senior Center – Jeremy King**

Mr. King stated this item had been brought up in 2022, the building was being heated and cooled by residential units, and one of the units had a bad compressor. He explained there were issues in the kitchen because air is pulled from the building but there was nothing pulling fresh air back into the building. He said \$120,000 had been budgeted, the cost estimate had come in higher than that amount, but if they were able to complete the project this year, they could save money, and recommending moving forward with the upgrade to the system.

Mayor Gander said he would like to make sure this system would work, and it was a cost-effective way to cool the kitchen. Mr. King stated the building used to be a grocery store, it seemed everyone had a solution to the issue, the City currently had a contract with Johnson Controls for service, and this was also based on the Sourcewell contract. He added they would have it properly engineered for the building and it should last 20 to 25 years. Council member Larson asked if there was electric service to support the new system. Mr. King said there was. Council President Olstad asked if there was enough budgeted in 2024 for this project. Mr. King said there were enough funds available to complete the project this year and he would have the updated proposal for the next meeting.

Council member Vetter said they had entertained an offer; they could have \$400,000 to renovate instead of putting the funds into an old building. Discussion followed about how the offer for the building was too low, it was indicated to the potential buyer they needed to give an offer that was high enough to replace the Senior Center, and at this point a counteroffer had not been received. Mayor Gander said they would need a facility ready to replace the Senior Center if the building was sold, most of the members of the Senior Center had been in the community for a long time, they had a reasonable discussion about the facility, and if they were not making a change this should move forward. Mr. King said a change to the system could pay off in the long term. There were no other questions.

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

**5. Request to Reclassify the Senior Center Coordinator Position – Jeremy King**

Mr. King stated how the Council had requested for staff look for cost savings and during the analysis of non-union positions there was a recommendation from David Drown Associates (DDA) to reclassify the Senior Center Coordinator position from a Grade 15 to a Grade 12 due to a variety of reasons. He added DDA gave guidance on how to address this change which was to freeze the wages of the position until it aligned with the range of the new grade. He informed the Council the guidance was the same as what was in the City’s personnel policy. He said freezing the wages would have a cost savings in 2025 of about \$4,700 and recommended freezing the wages based on the guidance from DDA and the city personnel policy. Discussion followed about how the wage would stay where it was, the person would not receive a decrease in pay, and the wage would remain where it was until the grade plan caught up so there would be savings because there would not be any step increases or cost of living increases until it met the Grade 12 wages. There were no other questions.

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

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE JUNE 25, 2024 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:25 P.M.**

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

*Voting Nay: None.*

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Megan Nelson, City Clerk

**UNAPPROVED MINUTE SUMMARY  
OF THE CLOSED MEETING  
CITY OF EAST GRAND FORKS**

**TUESDAY, JUNE 25, 2024 – FOLLOWING THE WORK SESSION**

**CALL TO ORDER:**

*The Closed Meeting of the East Grand Forks City Council for Tuesday, June 25, 2024 was called to order by Council President Olstad at 5:27 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: Ron Galstad, City Attorney; Reid Huttunen, City Administrator; and Megan Nelson, City Clerk.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

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.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER HELMS, MOVE INTO CLOSED SESSION.**

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

*Voting Nay: None.*

Discussion followed in closed session.

**A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, MOVE INTO OPEN SESSION.**

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

*Voting Nay: None.*

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER HELMS, TO ADJOURN THE JUNE 25, 2024 CLOSED MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:04 P.M.**

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

*Voting Nay: None.*

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Megan Nelson, City Clerk



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
IAFF Local 3423	1991	41-1712177

Organization Address (No PO Boxes)	City	State	Zip Code
415 4th ST NW	East Grand Forks	MN	56721

Name of person making application	Business phone	Home phone
Ryan Swang	701-740-3020	701-740-3020

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
July 26, 27, 28 2024	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Austin Skjei	East Grand Forks	MN	56721

Organization officer's name	City	State	Zip Code
Hunter Olson	East Grand Forks	MN	56721

Organization officer's name	City	State	Zip Code
Tanner Petterson	East Grand Forks	MN	56721

Location where permit will be used. If an outdoor area, describe.  
Lafave Park between the railroad bridge and the Sorlie Bridge

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
VFW Club, 312 Demers Ave, East Grand Forks MN 56721

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of East Grand Forks  
City or County approving the license

\$300  
Fee Amount

\_\_\_\_\_  
Date Approved

July 26-28, 2024  
Permit Date

Event in conjunction with a community festival  Yes  No

9206  
Current population of city

\_\_\_\_\_  
City or County E-mail Address

Megan Nelson  
Please Print Name of City Clerk or County Official

\_\_\_\_\_  
Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**

**No Temp Applications faxed or mailed. Only emailed.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

**Megan Nelson**

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**From:** noreply@civicplus.com  
**Sent:** Monday, June 17, 2024 10:30 AM  
**To:** Megan Nelson; City Administration  
**Subject:** [EXTERNAL]Online Form Submittal: Special Event Application

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

## Special Event Application

Please Submit 60 Days Prior to Event

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

Organization Name            Sacred Heart Church and School

Phone Number                218-773-0877

Address1                      200 3RD ST NW

Email Address                shanson@sacredheartegf.net

City                             EAST GRAND FORKS

State                          Minnesota

Zip                              56721-1806

Applicant  
Name/Contact Person        Stacey Hanson

Email Address                shanson@sacredheartegf.net

Phone Number                218-773-0877

Second Contact Person     Brittany King

Email Address                bking@sacredheartegf.net

Phone Number                218-773-0877

(Section Break)

## Special Event Information

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

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

Event Title	Block Party
Type of Event	Other
Date(s) and Time of Event	8/21/2024 3:30 PM - 8/21/2024 7:30 PM
Description/Narrative of the Event	Our block party will take place in the Sacred Heart parking lot and the street in front of the church and school. We will have tables/chairs set up in the street and games/bouncy houses in the parking lot and grassy area next to it. We would like to block the street in front of the S.H. buildings and would need barricades for both sides and our parking lot entrance as well. We will start set up at 3:30 pm on August 21 and will have everything cleaned up around 7:30 pm.

(Section Break)

Event Site Plan/Map	<a href="#">SKM_C75924061709580.pdf</a>
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(Section Break)

## Power & Water Requests

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

(Section Break)

River Access	No
If yes, complete the form	<a href="#">The Polk County Boat &amp; Water Event Permit Application</a>



# Request for Council Action

Date: 6/24/24

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 Waive Transient Merchant License

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The Hot Valley Nights event could include non-food vendors. The request is being made for the Council to waive the requirement for a city transient merchant license for this event. This request has been made before for other events such as Artfest, it does not apply to the food vendors, and does not exempt the vendor from the requirements from the State.

**RESOLUTION NO. 24 – 07 – 48**

**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 August 13<sup>th</sup> Primary Election and the November 5<sup>th</sup> General Election.

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

2nd Ward: Brian Smith, Susan Bakke, Shelia Nelson, Kendra Hatcher, Mark Miller  
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 4<sup>th</sup> Ave NW

4th Ward: Cassandra Hodek, Kathy Bushy, Michelle Quirk, Debbie Abar, Laurie Holtman  
Polling Place: Senior High School 1420 4<sup>th</sup> Ave NW

5th Ward: Dillon Nelson, Denise Piker-Gordon, Sharon Budge, Pamela Olson  
Polling Place: Senior High School 1420 4<sup>th</sup> Ave NW

Alternate Judges: Seth Baune, Tom Rands, Kathy Twite, and Craig Molstad.

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:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 2<sup>nd</sup> day of July, 2024.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 24 – 07 - 49**

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

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

**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.

*Voting Aye:*

*Voting Nay:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 2<sup>nd</sup> day of July, 2024.

\_\_\_\_\_  
Mayor

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. 12645  
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

---

**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:**

Resolution

**RESOLUTION NO. 24 – 07 - 50**

**ACCEPTANCE OF DONATIONS**

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

WHEREAS, the City of East Grand Forks is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens;

WHEREAS, all such donations have been contributed to assist the City in general operations or other purposes, as allowed by law; and

WHEREAS, an East Grand Forks resident, Rebecca Walk, requested to start fundraising for playground equipment for the Griggs Park Trailhead in 2023 which was estimated to cost \$35,000; and

WHEREAS, she worked with the Home Run Club and they have currently raised \$1,007.00; and

WHEREAS, the City Council finds that it is appropriate to accept the donations that will be used towards the addition of a play set at the Griggs Park Trailhead;

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of East Grand Forks accepts the donations submitted collected by the Home Run Club and Rebecca Walk to be used towards the construction of a new playground at Griggs Park Trailhead.

*Voting Aye:*  
*Voting Nay:*  
*Absent:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

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

I hereby approve the foregoing resolution this 2<sup>nd</sup> day of July, 2024.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 24 - 07- 51**

**CORPORATE AUTHORIZATION RESOLUTION**

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

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

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

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

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

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

*Voting Aye:*  
*Voting Nay:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

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

I hereby approve the foregoing resolution this 2<sup>nd</sup> of July, 2024.

\_\_\_\_\_  
Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on June 5, 2024, at 8:00 am in the City Council Chambers.

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

Absent: None

Also present: Keith Mykleseth, Brian Johnson, Todd Grabanski, Steve Emery, Todd Forster, Brianna Feil, Karla Anderson, Tyler Tretter, Samantha Zimmerman

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on May 15, 2024.

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 \$279,912.51.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Riopelle supported by Commissioner Beauchamp to approve the DSC to hang a banner promoting UND's Homecoming at Sorlie Bridge in East Forks from September 15-29, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to approve providing complimentary power and water for the 2024 CATS Incredible Celebration to be held July 26-28, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Riopelle supported by Commissioner Beauchamp to approve purchasing the F250 truck from C&M Ford of Hallock to replace water truck #735.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Quirk to adjourn at 8:16 am to the next regular meeting on June 18, 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

# General Ledger As of April 30, 2024

## Council Monthly Exp Budget Report

User: kanderson  
 Printed: 06/20/24 13:55:34  
 Period 01 - 04  
 Fiscal Year 2024

Fund Description	2024 Budget	Amt Spent as of April 30	Remaining Balance	% left to spend
<b>101 General</b>				
41 General Government	\$ 1,527,950.28	\$ 460,724.48	\$ 1,067,225.80	69.85%
42 Public Safety	\$ 5,504,807.07	\$ 1,603,435.54	\$ 3,901,371.53	70.87%
43 Public Works	\$ 2,047,130.44	\$ 487,154.26	\$ 1,559,976.18	76.20%
45 Culture and Recreation	\$ 3,125,420.16	\$ 878,435.58	\$ 2,246,984.58	71.89%
46 Community Development	\$ 66,600.00	\$ 44,178.45	\$ 22,421.55	33.67%
49 Unallocated	\$ 1,095,606.33	\$ 302,611.37	\$ 792,994.96	72.38%
Expense	\$ 13,367,514.28	\$ 3,776,539.68	\$ 9,590,974.60	71.75%
<b>201 ARPA</b>				
41 Dept	\$ -	\$ 3,500.00	\$ (3,500.00)	0.00%
Expense	\$ -	\$ 3,500.00	\$ (3,500.00)	0.00%
<b>204 Community &amp; Economic Growth</b>				
46 Community Development	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
Expense	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
<b>209 State Aid Street</b>				
49 Unallocated	\$ 696,408.00	\$ -	\$ 696,408.00	100.00%
Expense	\$ 696,408.00	\$ -	\$ 696,408.00	100.00%
<b>210 Transit</b>				
49 Transit	\$ 1,065,349.83	\$ 237,380.28	\$ 827,969.55	77.72%
Expense	\$ 1,065,349.83	\$ 237,380.28	\$ 827,969.55	77.72%
<b>214 Resurrection Cemetery</b>				
49 Unallocated	\$ 81,734.18	\$ 11,576.08	\$ 70,158.10	85.84%
Expense	\$ 81,734.18	\$ 11,576.08	\$ 70,158.10	85.84%
<b>215 Insect</b>				
43 Public Works	\$ 30,640.75	\$ 1,127.28	\$ 29,513.47	96.32%
Expense	\$ 30,640.75	\$ 1,127.28	\$ 29,513.47	96.32%
<b>217 Greenway Maint</b>				
43 Public Works	\$ -	\$ 3,038.00	\$ (3,038.00)	0.00%
Expense	\$ -	\$ 3,038.00	\$ (3,038.00)	0.00%
<b>218 Fundraising Parks</b>				
41 General Government	\$ -	\$ 2,521.00	\$ (2,521.00)	0.00%
Expense	\$ -	\$ 2,521.00	\$ (2,521.00)	0.00%
<b>222 PoliceForfeiture Fund</b>				
42 Safety dollars-forfeitures	\$ -	\$ 119,238.64	\$ (119,238.64)	0.00%
Expense	\$ -	\$ 119,238.64	\$ (119,238.64)	0.00%
<b>280 Housing/Lot Sale</b>				
47 Other L-T Debt	\$ 45,800.00	\$ 734.00	\$ 45,066.00	98.40%
49 Unallocated	\$ 66,600.00	\$ -	\$ 66,600.00	100.00%

	Expense	\$	112,400.00	\$	734.00	\$	111,666.00	99.35%
<b>400</b>	<b>Grants</b>							
42	Public Safety	\$	-	\$	82.70	\$	(82.70)	0.00%
45	Culture and Recreation	\$	-	\$	14,973.52	\$	(14,973.52)	0.00%
	Expense	\$	-	\$	15,056.22	\$	(15,056.22)	0.00%
<b>404</b>	<b>Fire Grants</b>							
42	Dept	\$	-	\$	6,780.00	\$	(6,780.00)	0.00%
	Expense	\$	-	\$	6,780.00	\$	(6,780.00)	0.00%
<b>405</b>	<b>Parks Grants</b>							
45	Dept	\$	-	\$	15.00	\$	(15.00)	0.00%
	Expense	\$	-	\$	15.00	\$	(15.00)	0.00%
<b>414</b>	<b>City AJ Projects</b>							
43	Public Works	\$	-	\$	8,023.50	\$	(8,023.50)	0.00%
	Expense	\$	-	\$	8,023.50	\$	(8,023.50)	0.00%
<b>415</b>	<b>City Capital Projects</b>							
41	General Govt	\$	-	\$	8,176.92	\$	(8,176.92)	0.00%
43	Public Works	\$	-	\$	109,696.45	\$	(109,696.45)	0.00%
45	Culture and Recreation	\$	-	\$	13,411.20	\$	(13,411.20)	0.00%
	Expense	\$	-	\$	131,284.57	\$	(131,284.57)	0.00%
<b>419</b>	<b>CP's 23rd St NW Construction</b>							
43	Public Works	\$	82,960.00	\$	41,480.10	\$	41,479.90	50.00%
47	Other L-T Debt	\$	117,000.00	\$	-	\$	117,000.00	100.00%
	Expense	\$	199,960.00	\$	41,480.10	\$	158,479.90	79.26%
<b>425</b>	<b>Building Improvements</b>							
41	General Government	\$	251,060.00	\$	141.31	\$	250,918.69	99.94%
42	Police Dept	\$	-	\$	10,926.00	\$	(10,926.00)	0.00%
45	Culture and Recreation	\$	127,500.00	\$	4,092.31	\$	123,407.69	96.79%
	Expense	\$	378,560.00	\$	15,159.62	\$	363,400.38	96.00%
<b>434</b>	<b>Dwntwn CDBG Close 493/496</b>							
43	Public Works	\$	-	\$	1,600.00	\$	(1,600.00)	0.00%
	Expense	\$	-	\$	1,600.00	\$	(1,600.00)	0.00%
<b>533</b>	<b>12-01-04 Improvement Bond</b>							
47	2004 Improvement Bond	\$	-	\$	191,075.00	\$	(191,075.00)	0.00%
	Expense	\$	-	\$	191,075.00	\$	(191,075.00)	0.00%
<b>534</b>	<b>03-01-06 Improvement Bond</b>							
47	2006 Improvement Bond	\$	-	\$	47,887.50	\$	(47,887.50)	0.00%
	Expense	\$	-	\$	47,887.50	\$	(47,887.50)	0.00%
<b>535</b>	<b>12-1-07 Improvement Bond</b>							
47	2007 Improvement Bond	\$	-	\$	153,202.50	\$	(153,202.50)	0.00%
	Expense	\$	-	\$	153,202.50	\$	(153,202.50)	0.00%
<b>537</b>	<b>2012 Imp Bond</b>							
47	Other L-T Debt	\$	-	\$	34,963.75	\$	(34,963.75)	0.00%
	Expense	\$	-	\$	34,963.75	\$	(34,963.75)	0.00%
<b>538</b>	<b>2015 Improvement Bond</b>							
47	Dept	\$	-	\$	22,600.00	\$	(22,600.00)	0.00%
	Expense	\$	-	\$	22,600.00	\$	(22,600.00)	0.00%
<b>539</b>	<b>2017 Improvement Bond</b>							
47	2017 Improvement Bond	\$	-	\$	355,840.00	\$	(355,840.00)	0.00%
	Expense	\$	-	\$	355,840.00	\$	(355,840.00)	0.00%

<b>601</b>	<b>Electric</b>						
16	Construction Projects	\$	-	\$	320.10	\$	(320.10) 0.00%
49	Electric Utilities	\$	17,187,426.20	\$	5,166,160.93	\$	12,021,265.27 69.94%
	Expense	\$	17,187,426.20	\$	5,166,481.03	\$	12,020,945.17 69.94%
<b>602</b>	<b>Water</b>						
16	Construction Projects	\$	-	\$	3,159.75	\$	(3,159.75) 0.00%
49	Water Utilities	\$	3,103,269.48	\$	591,684.05	\$	2,511,585.43 80.93%
	Expense	\$	3,103,269.48	\$	594,843.80	\$	2,508,425.68 80.83%
<b>603</b>	<b>Refuse</b>						
49	Unallocated	\$	1,138,784.21	\$	240,158.26	\$	898,625.95 78.91%
	Expense	\$	1,138,784.21	\$	240,158.26	\$	898,625.95 78.91%
<b>605</b>	<b>Sewage</b>						
49	Unallocated	\$	2,196,020.33	\$	357,446.45	\$	1,838,573.88 83.72%
	Expense	\$	2,196,020.33	\$	357,446.45	\$	1,838,573.88 83.72%
<b>609</b>	<b>Storm Water</b>						
43	Public Works	\$	1,108,503.78	\$	73,056.48	\$	1,035,447.30 93.41%
	Expense	\$	1,108,503.78	\$	73,056.48	\$	1,035,447.30 93.41%
<b>620</b>	<b>EDA General</b>						
49	Unallocated	\$	222,363.14	\$	58,477.68	\$	163,885.46 73.70%
	Expense	\$	222,363.14	\$	58,477.68	\$	163,885.46 73.70%
<b>627</b>	<b>MN DEED MIF</b>						
47	Dept	\$	-	\$	3,153.76	\$	(3,153.76) 0.00%
	Expense	\$	-	\$	3,153.76	\$	(3,153.76) 0.00%
<b>630</b>	<b>Sunshine Terrace</b>						
46	Community Development	\$	586,306.19	\$	222,089.13	\$	364,217.06 62.12%
	Expense	\$	586,306.19	\$	222,089.13	\$	364,217.06 62.12%
<b>633</b>	<b>Downpayment Assistance</b>						
46	Community Development	\$	-	\$	8,700.00	\$	(8,700.00) 0.00%
	Expense	\$	-	\$	8,700.00	\$	(8,700.00) 0.00%
<b>682</b>	<b>Infill Building</b>						
46	Community Development	\$	90,273.96	\$	21,151.45	\$	69,122.51 76.57%
	Expense	\$	90,273.96	\$	21,151.45	\$	69,122.51 76.57%
<b>849</b>	<b>Perpetual Care Cemetery</b>						
49	Unallocated	\$	20,000.00	\$	-	\$	20,000.00 100.00%
	Expense	\$	20,000.00	\$	-	\$	20,000.00 100.00%
<b>851</b>	<b>Campbell-Olson</b>						
45	Dept	\$	-	\$	1,041.88	\$	(1,041.88) 0.00%
	Expense	\$	-	\$	1,041.88	\$	(1,041.88) 0.00%

# General Ledger As of APRIL 30, 2024

## Council Monthly Rev Budgt Report

User: kanderson  
 Printed: 06/20/24 13:54:25  
 Period 01 - 04  
 Fiscal Year 2024

Fund Description	2024 Budget	Amt collected as of April 30	Remaining Balance	% left to collect
<b>101 General</b>				
31 Taxes	\$ 8,497,764.51	\$ 541,862.36	\$ 7,955,902.15	93.62%
32 Licenses & Permits	\$ 116,275.00	\$ 20,179.85	\$ 96,095.15	82.64%
33 Intergovernmental	\$ 2,839,577.00	\$ 11,862.21	\$ 2,827,714.79	99.58%
34 Charges for Services	\$ 1,451,180.00	\$ 254,271.37	\$ 1,196,908.63	82.48%
35 Fines & Forfeitures	\$ 118,000.00	\$ 15,958.98	\$ 102,041.02	86.48%
36 Special Assessment/Misc Rev	\$ 38,500.00	\$ 231,993.10	\$ (193,493.10)	-502.58%
39 Other Financing Sources	\$ 266,600.00	\$ -	\$ 266,600.00	100.00%
Revenue	\$ 13,327,896.51	\$ 1,076,127.87	\$ 12,251,768.64	91.93%
<b>209 State Aid Street</b>				
33 Intergovernmental	\$ 183,804.00	\$ 98,508.56	\$ 85,295.44	46.41%
Revenue	\$ 183,804.00	\$ 98,508.56	\$ 85,295.44	46.41%
<b>210 Transit</b>				
33 Intergovernmental	\$ 839,380.00	\$ 264,352.50	\$ 575,027.50	68.51%
36 Special Assessment/Misc Rev	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
39 Other Financing Sources	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%
Revenue	\$ 940,380.00	\$ 264,352.50	\$ 676,027.50	71.89%
<b>212 Sales Tax Pool</b>				
31 Sales Tax	\$ -	\$ (140,000.00)	\$ 140,000.00	0.00%
Revenue	\$ -	\$ (140,000.00)	\$ 140,000.00	0.00%
<b>214 Resurrection Cemetery</b>				
34 Charges for Services	\$ 40,500.00	\$ 15,625.00	\$ 24,875.00	61.42%
39 Other Financing Sources	\$ 41,234.18	\$ -	\$ 41,234.18	100.00%
Revenue	\$ 81,734.18	\$ 15,625.00	\$ 66,109.18	80.88%
<b>215 Insect</b>				
34 Charges for Services	\$ 47,520.00	\$ 16,079.88	\$ 31,440.12	66.16%
Revenue	\$ 47,520.00	\$ 16,079.88	\$ 31,440.12	66.16%
<b>217 Greenway Maint</b>				
34 Charges for Services	\$ 103,950.00	\$ 35,536.48	\$ 68,413.52	65.81%
Revenue	\$ 103,950.00	\$ 35,536.48	\$ 68,413.52	65.81%
<b>218 Fundraising Parks</b>				
00	\$ -	\$ 50.00	\$ (50.00)	0.00%
36 Special Assessment/Misc Rev	\$ -	\$ 1,637.00	\$ (1,637.00)	0.00%
Revenue	\$ -	\$ 1,687.00	\$ (1,687.00)	0.00%
<b>280 Housing/Lot Sale</b>				
36 Special Assessment/Misc Rev	\$ 30,000.00	\$ 25,932.65	\$ 4,067.35	13.56%
Revenue	\$ 30,000.00	\$ 25,932.65	\$ 4,067.35	13.56%
<b>400 Grants</b>				

36	Donations	\$	-	\$	10,000.00	\$	(10,000.00)	0.00%
	Revenue	\$	-	\$	10,000.00	\$	(10,000.00)	0.00%
<b>401</b>	<b>Infrastructure Projects</b>							
36	Special Assessment/Misc Rev	\$	-	\$	-	\$	-	0.00%
	Revenue	\$	-	\$	-	\$	-	0.00%
<b>403</b>	<b>Police Grants</b>							
36	Dept	\$	-	\$	1,000.00	\$	(1,000.00)	0.00%
	Revenue	\$	-	\$	1,000.00	\$	(1,000.00)	0.00%
<b>404</b>	<b>Fire Grants</b>							
33	Dept	\$	-	\$	4,980.00	\$	(4,980.00)	0.00%
	Revenue	\$	-	\$	4,980.00	\$	(4,980.00)	0.00%
<b>405</b>	<b>Parks Grants</b>							
36	Dept	\$	-	\$	4,200.00	\$	(4,200.00)	0.00%
	Revenue	\$	-	\$	4,200.00	\$	(4,200.00)	0.00%
<b>415</b>	<b>City Capital Projects</b>							
33	Intergovernmental	\$	-	\$	(8,196.05)	\$	8,196.05	0.00%
36	Special Assessment/Misc Rev	\$	-	\$	17,414.03	\$	(17,414.03)	0.00%
	Revenue	\$	-	\$	9,217.98	\$	(9,217.98)	0.00%
<b>419</b>	<b>CP's 23rd St NW Construction</b>							
33	Intergovernmental	\$	193,827.00	\$	-	\$	193,827.00	100.00%
	Revenue	\$	193,827.00	\$	-	\$	193,827.00	100.00%
<b>425</b>	<b>Building Improvements</b>							
39	Other Financing Sources	\$	350,000.00	\$	-	\$	350,000.00	100.00%
	Revenue	\$	350,000.00	\$	-	\$	350,000.00	100.00%
<b>531</b>	<b>12-01-01 Improvement Bond</b>							
36	Special Assessment/Misc Rev	\$	-	\$	-	\$	-	0.00%
	Revenue	\$	-	\$	-	\$	-	0.00%
<b>533</b>	<b>12-01-04 Improvement Bond</b>							
36	Special Assessment/Misc Rev	\$	-	\$	194.46	\$	(194.46)	0.00%
	Revenue	\$	-	\$	194.46	\$	(194.46)	0.00%
<b>534</b>	<b>03-01-06 Improvement Bond</b>							
36	2006 Bond Assessment	\$	-	\$	1,134.10	\$	(1,134.10)	0.00%
	Revenue	\$	-	\$	1,134.10	\$	(1,134.10)	0.00%
<b>535</b>	<b>12-1-07 Improvement Bond</b>							
36	2007 Bond Assessment	\$	-	\$	32,541.15	\$	(32,541.15)	0.00%
	Revenue	\$	-	\$	32,541.15	\$	(32,541.15)	0.00%
<b>538</b>	<b>2015 Improvement Bond</b>							
36	2015 Bond assessments	\$	-	\$	-	\$	-	0.00%
	Revenue	\$	-	\$	-	\$	-	0.00%
<b>539</b>	<b>2017 Improvement Bond</b>							
36	2017 Bond assessments	\$	-	\$	-	\$	-	0.00%
	Revenue	\$	-	\$	-	\$	-	0.00%
<b>601</b>	<b>Electric</b>							
37	Utility Sales	\$	16,831,054.81	\$	5,846,304.81	\$	10,984,750.00	65.26%
	Revenue	\$	16,831,054.81	\$	5,846,304.81	\$	10,984,750.00	65.26%
<b>602</b>	<b>Water</b>							
37	Utility Sales	\$	2,829,971.67	\$	852,045.24	\$	1,977,926.43	69.89%
	Revenue	\$	2,829,971.67	\$	852,045.24	\$	1,977,926.43	69.89%
<b>603</b>	<b>Refuse</b>							

34	Charges for Services	\$ 1,043,000.00	\$ 361,473.09	\$ 681,526.91	65.34%
36	Special Assessment/Misc Rev	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%
	Revenue	\$ 1,044,000.00	\$ 361,473.09	\$ 682,526.91	65.38%
<b>605</b>	<b>Sewage</b>				
36	Special Assessment/Misc Rev	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
37	Utility Sales	\$ 1,959,388.00	\$ 674,712.51	\$ 1,284,675.49	65.57%
	Revenue	\$ 1,969,388.00	\$ 674,712.51	\$ 1,294,675.49	65.74%
<b>609</b>	<b>Storm Water</b>				
34	Charges for Services	\$ 711,000.00	\$ 237,054.71	\$ 473,945.29	66.66%
	Revenue	\$ 711,000.00	\$ 237,054.71	\$ 473,945.29	66.66%
<b>620</b>	<b>EDA General</b>				
39	Other Financing Sources	\$ 222,363.15	\$ -	\$ 222,363.15	100.00%
	Revenue	\$ 222,363.15	\$ -	\$ 222,363.15	100.00%
<b>625</b>	<b>EDA IRP Loan Subfund</b>				
36	Interest Earnings	\$ -	\$ 797.68	\$ (797.68)	0.00%
	Revenue	\$ -	\$ 797.68	\$ (797.68)	0.00%
<b>626</b>	<b>MIF (DRLF-97-0003-V-FY98)</b>				
36	Special Assessment/Misc Rev	\$ -	\$ 7,030.76	\$ (7,030.76)	0.00%
	Revenue	\$ -	\$ 7,030.76	\$ (7,030.76)	0.00%
<b>627</b>	<b>MN DEED MIF</b>				
36	Special Ass/Misc	\$ -	\$ 1,475.48	\$ (1,475.48)	0.00%
	Revenue	\$ -	\$ 1,475.48	\$ (1,475.48)	0.00%
<b>630</b>	<b>Sunshine Terrace</b>				
34	Charges for Services	\$ 524,500.00	\$ 173,751.00	\$ 350,749.00	66.87%
36	Special Assessment/Misc Rev	\$ 12,000.00	\$ 2,748.75	\$ 9,251.25	77.09%
	Revenue	\$ 536,500.00	\$ 176,499.75	\$ 360,000.25	67.10%
<b>682</b>	<b>Infill Building</b>				
36	Special Assessment/Misc Rev	\$ 81,029.00	\$ 26,627.50	\$ 54,401.50	67.14%
	Revenue	\$ 81,029.00	\$ 26,627.50	\$ 54,401.50	67.14%
<b>849</b>	<b>Perpetual Care Cemetery</b>				
34	Charges for Services	\$ 15,000.00	\$ -	\$ 15,000.00	100.00%
36	Special Assessment/Misc Rev	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%
	Revenue	\$ 18,000.00	\$ -	\$ 18,000.00	100.00%

General Ledger  
Council Monthly Cash Report



# City of East Grand Forks

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

User: kanderson  
Printed: 06/20/24 13:53:05  
Period 01 - 04  
Fiscal Year 2024

AccountFund	Description	Budget	Beg Bal	Debits	Credits	End Bal
101	General	0.00	7,389,968.14	6,664,406.66	9,353,654.87	4,700,719.93
201	ARPA	0.00	704,439.90	0.00	0.00	704,439.90
204	Community & Economic Growth	0.00	72,447.55	0.00	0.00	72,447.55
209	State Aid Street	0.00	361,999.26	98,508.56	2,659.00	457,848.82
210	Transit	0.00	0.00	264,352.50	396,229.55	-131,877.05
212	Sales Tax Pool	0.00	359,880.66	0.00	140,000.00	219,880.66
214	Resturction Cemetery	0.00	0.00	16,625.00	13,543.76	3,081.24
215	Insect	0.00	320,599.14	15,991.86	1,127.28	335,463.72
217	Greenway Maint	0.00	90,101.31	34,905.43	3,038.00	121,968.74
218	Fundraising Parks	0.00	1,500.00	1,687.00	2,521.00	666.00
222	PoliceForfeiture Fund	0.00	447,271.78	0.00	108,927.15	338,344.63
33280	HousingLot Sale	0.00	153,265.39	34,948.68	4,418.29	183,795.78
400	Grants	0.00	219,388.10	10,000.00	13,876.22	215,511.88
401	Infrastructure Projects	0.00	829,226.57	6,879.19	0.00	836,105.76
403	Police Grants	0.00	600.00	1,000.00	0.00	1,600.00
404	Fire Grants	0.00	34.15	4,980.00	6,780.00	-1,765.85
405	Parks Grants	0.00	3,000.00	4,200.00	15.00	7,185.00
414	City AJ Projects	0.00	47,779.91	0.00	64,980.73	-17,200.82
415	City Capital Projects	0.00	-159,488.44	62,530.68	239,946.92	-336,904.68
419	CP's 23rd St NW Construction	0.00	169,631.75	0.00	41,480.10	128,151.65
425	Building Improvements	0.00	218,625.27	0.00	50,631.19	167,994.08
434	Dwntwn CDBG Close 493496	0.00	6,496.84	0.00	2,587.84	3,909.00
527	04-01-04 Refunding '95 Bond	0.00	261,149.17	0.00	0.00	261,149.17
531	12-01-01 Improvement Bond	0.00	458,737.19	1,055.60	0.00	459,792.79
532	12-01-03 Improvement Bond	0.00	433,270.81	0.00	0.00	433,270.81
533	12-01-04 Improvement Bond	0.00	176,311.90	194.46	191,075.00	-14,568.64
534	03-01-06 Improvement Bond	0.00	198,682.42	1,276.12	47,887.50	152,071.04
535	12-1-07 Improvement Bond	0.00	981,527.70	32,541.15	153,202.50	860,866.35
537	2012 Imp Bond	0.00	327,439.75	0.00	34,963.75	292,476.00
538	2015 Improvement Bond	0.00	53,623.12	74.47	23,150.00	30,547.59
539	2017 Improvement Bond	0.00	139,497.39	2,829.59	355,840.00	-213,513.02
601	Electric	0.00	18,352,069.64	10,429,687.12	10,433,125.59	18,348,631.17
602	Water	0.00	554,473.84	867,290.97	1,017,966.24	403,798.57
603	Refuse	0.00	352,043.99	359,825.50	300,368.19	411,501.30
605	Sewage	0.00	2,338,489.30	672,036.65	367,317.74	2,643,208.21
609	Storm Water	0.00	1,378,298.44	236,092.78	80,208.96	1,534,182.26
620	EDA General	0.00	0.00	0.00	75,688.77	-75,688.77

AccountFund	Description	Budget	Beg Bal	Debits	Credits	End Bal
623	EDA TIF 1-2 E of BN Tri	0.00	391,232.40	0.00	0.00	391,232.40
625	EDA IRP Loan Subfund	0.00	353,692.58	18,914.00	0.00	372,606.58
626	MIF (DRLF-97-0003-V-FY98)	0.00	1,769,224.56	68,936.88	110,000.00	1,728,161.44
627	MN DEED MIF	0.00	22,601.66	5,256.24	3,153.76	24,704.14
630	Sunshine Terrace	0.00	1,756,565.47	177,310.75	231,849.14	1,702,027.08
633	Downpayment Assistance	0.00	197,983.53	0.00	8,700.00	189,283.53
682	Infill Building	0.00	521,090.31	26,627.50	22,793.34	524,924.47
703	Central Equipment	0.00	602,377.38	0.00	0.00	602,377.38
705	Benefit Accrual	0.00	670,594.11	0.00	0.00	670,594.11
849	Perpetual Care Cemetery	0.00	298,657.11	0.00	0.00	298,657.11
851	Campbell-Olson	0.00	81,913.75	0.00	868.20	81,045.55
852	Employee Flex Benefits	0.00	21,837.41	0.00	0.00	21,837.41
<b>Grand Total</b>		<b>0.00</b>	<b>-43,930,152.21</b>	<b>20,120,965.34</b>	<b>23,904,575.58</b>	<b>-40,146,541.97</b>

# 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 \_\_\_\_\_%.



# 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

---

## **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.

Update - if the project was completed in 2024 the cost would be \$148,500 so the recommendation would be to completed the project in 2024, \$120,000 had been included in the building maintenance fund in 2024 and enough funding is available to cover the additional cost.



## HVAC UPGRADE PROPOSAL

**Date:** June 26, 2024

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

**Document Type:** Construction Agreement

### 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: \$148,500.00**

**ONE HUNDRED FORTY-EIGHT 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: July 26, 2024**

City of East Grand Forks

Johnson Controls, Inc.

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

**Name:** Jonathan Paul

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

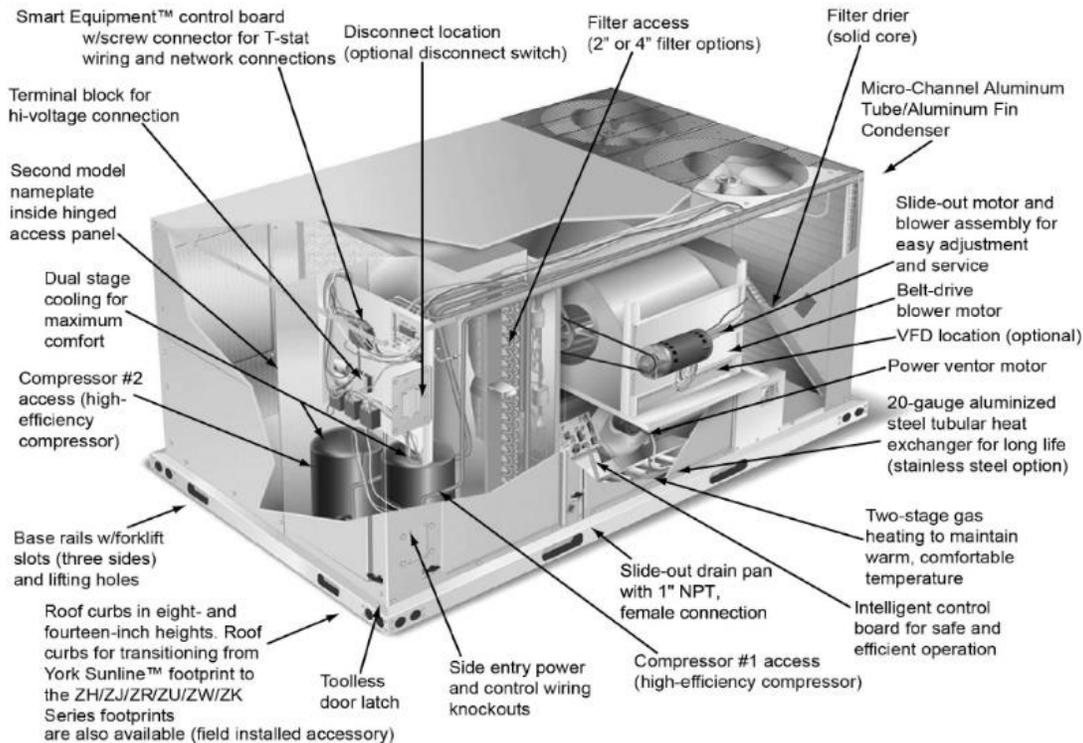
**Title:** Senior Account Executive

**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.

**RESOLUTION NO. 24 – 07 - 52**

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

WHEREAS, the City of East Grand Forks hired David Drown Associate for routine position analysis as a part of ongoing maintenance reviews for positions; and

WHEREAS, this process started in 2023 with the union positions and continued in 2024 with non-union positions which included the Senior Center Coordinator position; and

WHEREAS, David Drown Associates has recommended a reclassification of this position changing it from a Grade 15 to a Grade 12; and

WHEREAS, this reclassification is based on changes for required education and experience and decreases in problem-solving, decision making, and impact on end results; and

WHEREAS, the guidance from David Drown Associates is to freeze the position’s wage until the salary range meets the new classification wage range; and

WHEREAS, this guidance aligns with the current city personnel policy; and

NOW, THEREFORE, BE IT RESOLVED the City Council of East Grand Forks approves reclassification of the Senior Center Coordinator position and freezes the position’s wage until the approved salary meets or exceeds the Grade 12 pay range.

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 2<sup>nd</sup> day of July, 2024.

\_\_\_\_\_  
Mayor



**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

[tessia@daviddrown.com](mailto:tessia@daviddrown.com)

**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

# Request for Council Action

Date: July 2, 2024

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

Cc: File

From: Economic Development Director

RE: Spud Jr Loan Request

---

The Spud Jr. is seeking to refinance high-interest debt. The restaurant opened just prior to COVID and was eligible for only a few of the COVID relief programs. The restaurant now seeks to refinance its debt to facilitate future growth by the Spud Jr.

Spud Jr. is seeking a loan of \$80,361.16. This amount is less than 1/3 of the sum of its bank loan (\$130,942.63), short-term loan (\$77,046.07), and investments in the restaurant (\$101,972.94). Bank financing is also involved.

On June 12 the Loan Committee reviewed this request and recommended approval of an \$80,361.16 loan for 10 years at 4% annual interest.

The EDA reviewed the request on June 25 and unanimously recommended approval to the City Council after its meeting.

**Recommendation:**

That the City Council approve a loan of \$80,361.16 to the Spud Jr. for 10 years at 4% interest.

## LOAN AGREEMENT

**LOAN AGREEMENT**, Made \_\_\_\_\_, 2024, between the City of East Grand Forks Economic Development Authority, a Minnesota economic development authority, 600 DSemers Ave, East Grand Forks, MN 56721 ("EDA") ("Lender"), and The Spud JR LLC, 302 Demers Ave, East Grand Forks, MN 56721, ("Borrower").

### **Recitals**

A. Borrower is engaged in a business located at 302 Demers Ave, East Grand Forks, Minnesota, consisting of a restaurant.

B. Borrower desires refinancing and/or financing to continue its business operations.

C. Lender is willing to refinance and/or finance Borrower under the terms and conditions set forth below.

**THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Loan.** EDA will loan to Borrower the sum of \$80,361.16 which will be amortized over a period of 120 months at an annual simple interest rate of 4% as more specifically described in the Promissory Note which Borrower will sign and deliver to EDA.

2. **Security.** Lender shall retain and/or obtain as security for Borrower's obligations under this Agreement the following (the item(s) set forth below and the present collateral referred to in Paragraph 4 are referred to herein collectively as "the collateral"):

a. **Personal Guarantee(s)**. Personal guarantee(s) from Borrower to Lender guaranteeing the payment by Borrower of all amounts owed to Lender under this Agreement.

b. **Security agreement**. Collateral pledged by Borrower for all amounts owed to Lender under this Agreement.

c. **Subordination**. Subordination in favor of Lender by \_\_\_\_\_ acknowledging Lender's security position(s) under this Agreement.

3. **Priority of Interests in Security**. Borrower agrees, warrants, and affirms that there are no adverse claims or liens, security interests, or encumbrances in or on the collateral other than the security interest(s) granted to Lender in this Agreement, except for the following: security interest in favor of \_\_\_\_\_.

4. **Present Collateral**. If Lender has, at the execution of this Agreement, security agreements, mortgages, assignments, and other documents, instruments, or agreements securing Borrower's present indebtedness to Lender and covering collateral, some or all of which is listed at Paragraph 3 above, it is agreed that all such security agreements, mortgages, assignments, and other agreements, documents, and instruments, and all collateral thereunder, shall remain as security for the present and future indebtedness under this Agreement. Lender does not waive any rights it has under any other agreements it may have with Borrower and any mortgages, security agreements, assignments, and other agreements, instruments, and documents securing Borrower's present indebtedness hereunder shall remain in effect.

5. Deleted

6. **Limitation on Borrowing from Others**. Borrower fully understands and agrees that Borrower is not to borrow monies from others without first obtaining written permission from Lender. Lender must be aware of all the contingent liabilities of Borrower and Borrower agrees to report to Lender all guarantees that have been executed by Borrower and which are in force and effect and any and all future personal guarantees by Borrower must be first approved by Lender in writing.

7. **Limitation on Investments**. Deleted.

8. **No Guarantee of Renewal Nor Endorsement of Cash Flow Projection**. Deleted

9. **Covenants**. Until payment in full of the Promissory Note and full performance of all other obligations and liabilities of Borrower under this Agreement and related documents, Borrower covenants that it will not (unless Lender consents in writing):

a. **Business Organization**. Liquidate, dissolve or reorganize, or merge or consolidate with, or acquire all or substantially all the assets of, any other company, firm or association; or make any other substantial change in its capitalization or its business;

b. **Return on Investment**. Pay any dividends, distributions, advances, loans, or make any distributions of any kind or character, directly or indirectly, determined in accordance with generally accepted accounting principles, to any person who or entity which owns or holds any ownership share in Borrower;

c. **Sale of Assets**. Sell any of its assets used or useful in its business, except in the ordinary course of business; or sell any of its assets to any other person, firm or corporation with the agreement that such assets will be leased back to Borrower;

d. **Management**. Permit any substantial change in its present executive management; or

e. **Ownership**. Permit any change in the ownership or beneficial interest in the shares or ownership units entitled to be voted at a meeting of the shareholders or owners which results in a change in the entity, person or group of persons or entities having voting control of the Borrower.

10. **Default**. Borrower will be in default under the terms of this Agreement if any one or more of the following occur:

a. Failure to make a payment on time or in the amount due.

b. Failure to keep the collateral insured, if required.

c. Failure to keep any other promise or covenant made in connection with this Agreement.

d. Failure to pay, or keep any other promise, on any other loan or agreement with Lender.

e. Any other creditor of Borrower attempts to collect the debt Borrower owes him through Court proceedings.

f. Borrower, or any person guaranteeing any portion of the indebtedness under this Agreement, dies.

g. Borrower, or any person guaranteeing any portion of the indebtedness under this Agreement, goes into bankruptcy, whether by choice or not.

h. Failure to do something causes Lender to believe that it will have difficulty collecting the amount Borrower owes it.

i. Anything else happens which causes Lender to believe that Lender will have difficulty collecting the amount owed hereunder under the terms provided for in this Agreement.

11. **Remedies**. If Borrower is in default under this Agreement, Lender

has the following remedies:

a. It may demand immediate payment of all Borrower owes it under this Agreement and all prior agreements and notes.

b. It may set off the debt hereunder against any right Borrower has to the payment of money from it.

c. It may demand more security or new parties obligated to pay the indebtedness under this Agreement in return for not using any other remedy.

d. It may make use of any remedy it has under State or Federal law.

e. It may make use of any remedy given to it in this Agreement, the original Note or Notes, security agreements, and any other agreements securing or relating to the indebtedness referred to herein.

12. **Insurance**. Borrower will keep the collateral insured against damage and loss, in amounts and by insurance companies acceptable to Lender. All policies must provide that any insurance proceeds will be paid to Lender and such policies will be delivered to Lender upon its request.

13. **Financial Statements.** Borrower will provide to Lender, within four months after the close of each fiscal year of the Borrower while any indebtedness under this Agreement is unpaid, a copy of Borrower's annual financial statements. Such statements must be prepared in accordance with generally accepted accounting principles. In addition, Borrower will supply to Lender, when reasonably requested by Lender to do so, additional or interim financial statements or information which is readily available to Borrower.

14. **Closing Costs and Loan Fee.** Borrower agrees to pay a loan fee to Lender in the amount of 1% of the loan amount and to pay or reimburse Lender for attorneys' fees, filing fees and other costs associated with the making and securing of the loan under this Agreement.

15. **Waiver of Counsel.** Borrower has been advised to have an independent attorney of Borrower's choice advise and represent Borrower with respect to this Agreement. Borrower expressly waives the right to representation by an attorney of Borrower's choice and Borrower has carefully read this Loan Agreement, fully understands its terms, and willingly signs this Loan Agreement.

16. **Cooperation/Additional Documents.** Borrower will do anything Lender reasonably requests to make Lender's security interest in the collateral granted under this Agreement legally effective and will sign all documents necessary or advisable to carry out the purposes of this Agreement.

17. **Cumulative Rights.** No right or remedy herein conferred on or reserved to Lender is intended to be exclusive in any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing under all other agreements with Borrower, at law or in equity, or by statute, now or in the future.

18. **Waiver.** No delay or omission on Lender's part in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be considered as a bar to or waiver of any right on any future occasion. All rights and remedies of Lender on liabilities or collateral whether evidenced hereby or by any other instrument or papers shall be cumulative and may be exercised singularly or concurrently.

19. **Expenses/Attorneys' Fees/Deficiency.** Borrower shall pay to the Lender on demand any and all expenses, including reasonable attorney fees, incurred or paid by Lender in protecting or enforcing its rights upon or under the liabilities referred to in this Agreement or the collateral it holds in connection therewith. After deducting all said expenses, the residue of any proceeds or collection or sale of liabilities or collateral shall be applied to the payment of principal or interest on liabilities in such order of preference as Lender may determine, and Borrower shall remain liable for any deficiency.

20. **Amendment, Modification or Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative and specifying with particularity the extent and nature of such amendment, modification, or waiver.

21. **Severable Provisions.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

22. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise have been made by any party hereto to the other unless expressly stated in this Agreement or unless mutually agreed in writing between the parties hereto after the date hereof, and none of the parties has relied on any verbal representations, agreements, or understanding not expressly set forth herein.

23. **Captions, Headings, or Titles.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraph or sections of which they apply.

**IN TESTIMONY WHEREOF**, the parties hereto have hereunto signed this Loan Agreement to be effective the day and year first above written.

**ECONOMIC DEVELOPMENT HOUSING  
AUTHORITY**

By \_\_\_\_\_  
Its \_\_\_\_\_

**SPUD JR LLC**

By \_\_\_\_\_  
Its Managing Member

**RESOLUTION NO. 24 – 07 - 53**

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

WHEREAS, the City of East Grand Forks (hereinafter “The City”) owns real property that was previously used as part of the sanitary sewage system; and

WHEREAS, the City entered into a Wastewater Interconnect agreement with the City of Grand Forks to treat the wastewater and decommissioned the wastewater ponds; and

WHEREAS, the City retain 60 acres of land for an emergency wastewater holding reservoir; and

WHEREAS, after discussion the City Council has determined that the land specifically described in the attached exhibit is no longer needed and serves no public purpose; and

WHEREAS, the City Council has determined that it would be in the public interest to sell Parcel No. 31.00051.01 and a portion of Parcel No 31.00053.00 rather than expend public funds to maintain said parcels; and

WHEREAS, the City has been approached by Minnesota Municipal Power Agency (hereinafter “MMPA”) to purchase the property; and

WHEREAS, the City Council has determined that it is in the public interest to sell the described property to MMPA.

**NOW, THEREFORE, BE IT RESOLVED**

1. That the City Council has determined that land more specifically described in the attached exhibit is no longer needed and serves no public purpose.
2. That the City Council has determined that it would be in the public interest to sell the land rather than expend public funds to maintain the described parcels.
3. That the City Council has negotiated with MMPA to sell the property.
4. The City Council authorizes the City Administrator and City Council President, in conjunction with the City Attorney to finalize the terms and enter into a purchase agreement with MMPA to sell the land.
5. The City Council hereby authorizes the City Administrator and Mayor to sign all appropriate documents.

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President declared the resolution passed.

Passed: July 2, 2024

Attest:

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City Administrator/Clerk-Treasurer

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President of Council

I hereby approve the foregoing resolution this 2<sup>nd</sup> day of July, 2024.

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Mayor

EXHIBIT A

# CERTIFICATE OF SURVEY

## TRACTS IN SECTIONS 15 & 22, TOWNSHIP 152 N. RANGE 50 W. EAST GRAND FORKS, POLK COUNTY, MINNESOTA



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



SHEET 1 OF 2

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DATE:	JULY 28, 2023	DATE:		AMENDMENTS	BY:	PREPARED FOR: CITY OF EAST GRAND FORKS, MINNESOTA
SCALE:	AS SHOWN	9/1/23		REVISE DESCRIBED TRACT BOUNDARY	C.D.J.	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BY:	C.D.J.			ADD RETAINED CITY OF EGF TRACT		
CHECKED BY:	C.W.M.	9/6/23		ADD EXISTING TRACT IN SECTION 15-152-50	C.D.J.	COURTNEY W. MOORE      DATE: 7/28/2023      LIC. NO. 57083
FILE NUMBER:	2023-10061					



# CERTIFICATE OF SURVEY

## TRACTS IN SECTIONS 15 & 22, TOWNSHIP 152 N. RANGE 50 W. EAST GRAND FORKS, POLK COUNTY, MINNESOTA

### LEGAL DESCRIPTION - DESCRIBED TRACT

A tract of land being all that part of Section 22, Township 152 North, Range 50 West of the Fifth Principal Meridian, Polk County Minnesota, described as follows:

Commencing at the southeast corner of said Section 22; thence North 3 degrees 10 minutes 06 seconds West, assumed bearing, along the east line of said Section 22, a distance of 945.60 feet to the point of beginning; thence South 87 degrees 44 minutes 03 seconds West, parallel with the south line of said Section 22, a distance of 2764.47 feet; thence North 2 degrees 52 minutes 05 seconds West 199.51 feet; thence Northwesterly 313.37 feet along a tangential curve, concave to the southwest, having a radius of 1050.00 feet and delta angle of 17 degrees 06 minutes 00 seconds to a point of compound curvature; thence Northwesterly 137.63 feet along a tangential curve, concave to the southwest, having a radius of 375.00 feet and a delta angle of 21 degrees 01 minute 43 seconds; thence North 40 degrees 59 minutes 48 seconds West 112.27 feet; thence Northerly 467.72 feet along a tangential curve, concave to the northeast, having a radius of 600.00 feet and a delta angle of 44 degrees 39 minutes 52 seconds; thence North 3 degrees 40 minutes 03 seconds East 172.18 feet; thence North 1 degree 02 minutes 26 seconds West 499.07 feet; thence North 2 degrees 59 minutes 55 seconds West 607.17 feet; thence North 4 degrees 44 minutes 38 seconds West 348.82 feet; thence North 2 degrees 40 minutes 01 second West 123.94 feet; thence Northwesterly 83.55 feet along a tangential curve, concave to the southwest, having a radius of 160.00 feet and a delta angle of 29 degrees 55 minutes 10 seconds; thence North 32 degrees 35 minutes 10 seconds West 371.81 feet; thence Northwesterly 201.24 feet along a tangential curve, concave to the northeast, having a radius of 460.06 feet and a delta angle of 25 degrees 03 minutes 46 seconds, to a point of compound curvature; thence Northeasterly 153.13 feet along a tangential curve, concave to the southeast, having a radius of 280.00 feet and a delta angle of 31 degrees 20 minutes 03 seconds; thence North 23 degrees 48 minutes 39 seconds East 152.63 feet; thence Northeasterly 55.25 feet along a tangential curve, concave to the northwest, having a radius of 200.00 feet and a delta angle of 15 degrees 49 minutes 45 seconds; thence North 7 degrees 58 minutes 54 seconds East 174.87 feet; thence North 1 degree 40 minutes 23 seconds East, more or less, to the north line of said Section 22; thence North 87 degrees 24 minutes 23 seconds East, along said north line, a distance of 3110.86 feet to the northeast corner of said Section 22; thence South 3 degrees 10 minutes 06 seconds East, along the east line of said Section 22, a distance of 4464.34 feet, more or less, to the point of beginning.

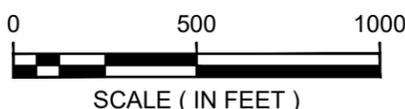
The tract of land herein described contains 303.88 acres, more or less, and is subject to easements, restrictions, or reservations of record, if any.

### LEGAL DESCRIPTION - EXISTING TRACT (BY OTHERS, PER WARRANTY DEED DOC. NO. 457025)

The Southerly 500 feet of all of the following:

The East one half of the Southeast Quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ), The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) and Lot Four (4)

all in Section Fifteen (15), Township 152 North, Range 50 West of the Fifth Principal Meridian.



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

#### LEGEND

	BOUNDARY LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	RIGHT OF WAY
	EASEMENT LINE
●	= DENOTES FOUND IRON MONUMENT
○	= DENOTES 5/8 INCH DIAMETER BY 18 INCH LONG IRON REBAR MONUMENT SET AND MARKED RLS # 57083

#### PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA
C1	313.37	1050.00	17°06'00"
C2	137.63	375.00	21°01'43"
C3	467.72	600.00	44°39'52"
C4	83.55	160.00	29°55'10"
C5	201.24	460.06	25°03'46"
C6	153.13	280.00	31°20'03"
C7	55.25	200.00	15°49'45"

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# Request for Council Action

Date: July 2, 2024

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

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to update Sick Time Policy to comply with Earned Sick and Safe Time law changes

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**Background:**

There were a number of updates made to the Earned Sick and Safe Time (ESST) law at the 2024 Legislative session. A couple of the updates can be made immediately, and a few others will be addressed with further policy updates before January 1, 2025.

The two updates that can be made immediately to our policy are the following:

1. Law was updated to clarify that Paid On-Call/Volunteer firefighters are not included in ESST accruals. We have not had any Paid on-call firefighters work the required 80 hours to begin using an ESST accrual, so updating the policy to immediately remove Paid on-call firefighters from our policy will have no impact on that employee group.
  
2. Law added to the list of eligible criteria for use:
  - a. To make arrangements or attend funeral services or a memorial or address financial or legal matters arising after the death of a family member.

**Recommendation:**

Approve the updates to the Sick Time Policy to include the updates related to Earned Sick and Safe Time eligibility and use.

**Enclosures:**

Updated Sick Time Policy, July 2, 2024

## SICK TIME

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

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

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

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

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

### **Eligible Uses of Sick Time/ESST**

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

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

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

B. Care of a family member:

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

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- To make arrangements or attend funeral services or a memorial or address financial or legal matters arising after the death of a family member.

## Family Members

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

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

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

**Documentation/Fitness to Work.** When an employee uses sick time/ESST for more than three consecutive days, the City may require appropriate documentation supporting the need for leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care

professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, sick time for a qualifying purpose. The City will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition.

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

**Leave Sell Back and HCSC Contribution.** Employees hired before January 1, 2010, may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year at the employee's regular rate of pay. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to forty-eight (48) hours in any one year. Employees must indicate their intention to sell back the days prior to December 1 of that year.

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

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

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

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

## **SICK LEAVE DONATION**

Employees may, on a voluntary basis, donate accumulated sick leave to a co-worker after the affected co-worker has exhausted sick leave hours due to an illness or injury to the co-worker or a co-worker's immediate family. The donor employee must maintain ninety (90) days (minimum 720 hours) in their bank unless otherwise approved by the City Administrator. The recipient cannot receive more than thirty (30) days (240 hours) per illness or injury. Employees are not eligible to participate until their probationary period is complete. An employee who is the recipient of sick leave donation must have completed at least twelve (12) months of full-time service in a sick-leave accruing position. Once the employee has exhausted accrued and donated sick leave, the employee is NOT eligible for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

Accounts Payable  
Check Register Totals Only



**City of East Grand Forks**

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

User: mnelson  
Printed: 6/28/2024 - 9:20 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42669	07/02/2024	ABS001	Absolute Refrigeration	854.87	0
42670	07/02/2024	ACM001	Acme Electric Companies	1,506.47	0
42671	07/02/2024	ADV001	Advanced Business Methods Inc	1,124.61	0
42672	07/02/2024	AME005	Aramark Uniform Services	428.32	0
42673	07/02/2024	ASC002	Ascendum Machinery Inc	2,162.27	0
42674	07/02/2024	ATV001	Auto Value Grand Forks	569.96	0
42675	07/02/2024	BAK001	Baker & Taylor Co	315.08	0
42676	07/02/2024	BAL001	Balco Uniforms Co Inc	82.96	0
42677	07/02/2024	BAU004	Brenda Baumer	800.00	0
42678	07/02/2024	RED010	Bemidji Welders Supply, Inc.	22.81	0
42679	07/02/2024	STE005	Benoit Corporation	1,336.86	0
42680	07/02/2024	BRI004	Brian's Flooring Inc	3,593.40	0
42681	07/02/2024	GFF001	Timothy Brooks	116.45	0
42682	07/02/2024	BUS002	Business Essentials	180.00	0
42683	07/02/2024	CEN001	Center Point Large Print	142.02	0
42684	07/02/2024	CEN006	Century Link	124.28	0
42685	07/02/2024	CIN001	Cintas Corporation No. 2	99.68	0
42686	07/02/2024	CLA004	Clarke Mosquito Control Products	22,500.00	0
42687	07/02/2024	COD001	Code 4 Services, Inc.	2,773.00	0
42688	07/02/2024	COL004	Coldspring Memorial	517.00	0
42689	07/02/2024	COL002	Cole Papers Inc	558.45	0
42690	07/02/2024	COM003	Complete Pest Control Inc	650.00	0
42691	07/02/2024	COU008	Countrywide Sanitation Company	74,040.11	0
42692	07/02/2024	EWB001	EastWest Books	66.98	0
42693	07/02/2024	FED003	Federal Signal Corp SSG	42,740.00	0
42694	07/02/2024	GAS003	Sean Gaskell	550.00	0
42695	07/02/2024	GES001	General Equipment & Supplies Inc	4,000.00	0
42696	07/02/2024	GER001	Gerrells Sport Center	663.97	0
42697	07/02/2024	GRE002	Greg's Lawn Care	439.81	0
42698	07/02/2024	HAW001	Hawkins Chemical	1,219.04	0
42699	07/02/2024	HUG001	Hugo's	39.09	0
42700	07/02/2024	INP001	In-Prints Screen Printing	552.00	0
42701	07/02/2024	ING003	Ingram Library Services	2,049.70	0
42702	07/02/2024	INT013	Interstate Billing Service	716.25	0
42703	07/02/2024	JOH026	Johnson Controls	754.77	0
42704	07/02/2024	K&E001	K&E Construction	2,500.00	0
42705	07/02/2024	HAR081	Local Ace	235.31	0
42706	07/02/2024	HAR086	Local Ace	186.56	0
42707	07/02/2024	HAR087	Local Ace	449.77	0
42708	07/02/2024	LUN001	Luneth Plumbing & Heating	2,128.40	0
42709	07/02/2024	MAC002	MacQueen Equipment	2,210.03	0
42710	07/02/2024	MAR009	Mars Supply	298.20	0
42711	07/02/2024	MCF001	McFarlane	364.95	0
42712	07/02/2024	MEN001	Menards	454.19	0
42713	07/02/2024	MID003	Midcontinent Communications	2,815.78	0
42714	07/02/2024	MND020	Minnesota DEED - BCD Repayments	788.44	0
42715	07/02/2024	MPW001	Minnesota Pump Works	21,315.20	0
42716	07/02/2024	MNM002	MN Municipal Utilities Assoc	41.25	0
42717	07/02/2024	MOT001	Motion Industries Inc	27.96	0
42718	07/02/2024	MTI001	MTI Distributing Company	2,023.86	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42719	07/02/2024	NEL010	Nelson International	484.59	0
42720	07/02/2024	NOR006	Northdale Oil	50.75	0
42721	07/02/2024	NOR004	Northern Plumbing Supply	746.60	0
42722	07/02/2024	NVF001	Northern Valley Fertilizer Inc	1,985.18	0
42723	07/02/2024	ORE001	O'Reilly Automotive, Inc.	469.46	0
42724	07/02/2024	OFF002	ODP Business Solutions, LLC	8.59	0
42725	07/02/2024	OPP001	Opp Construction LLC	51,392.00	0
42726	07/02/2024	ORC002	Orchard Oil Company	427.00	0
42727	07/02/2024	POM001	Pomp's Tire Service, Inc	2,760.77	0
42728	07/02/2024	POW001	Power Equipment Shop	138.24	0
42729	07/02/2024	POW003	Powerplan OIB	1,078.98	0
42730	07/02/2024	R&R001	R&R Specialties of Wisconsin Inc	4,104.20	0
42731	07/02/2024	RIG001	Right Choice Electric Inc	168.00	0
42732	07/02/2024	RIV002	Rivards Turf & Forage	3,971.76	0
42733	07/02/2024	ROO003	Roof Spec Inc.	5,900.00	0
42734	07/02/2024	SAF002	Safety-Kleen Systems, Inc.	980.01	0
42735	07/02/2024	SAN005	Sanford Health OccMed	1,390.00	0
42736	07/02/2024	MIK001	SJA Thunder Corp	157.41	0
42737	07/02/2024	STA011	Stack Sports	300.00	0
42738	07/02/2024	STA005	Strata Corp	1,908.00	0
42739	07/02/2024	SUP004	Superior Fenders Inc	730.00	0
42740	07/02/2024	TLC001	Team Laboratory Chemical LLC	2,204.50	0
42741	07/02/2024	TOT001	Telocin Group, Inc	4,543.44	0
42742	07/02/2024	FOR017	The Forum	307.69	0
42743	07/02/2024	RET001	The Retrofit Companies Inc	4,597.89	0
42744	07/02/2024	THU002	Thur-O-Clean	5,446.50	0
42745	07/02/2024	TRI001	Tri Steel Manufacturing	49.92	0
42746	07/02/2024	VAL001	Valley Petroleum Equipment	140.00	0
42747	07/02/2024	VAL002	Valley Truck Parts and Services Inc.	1,853.89	0
42748	07/02/2024	VES001	Vestis Services LLC	436.24	0
42749	07/02/2024	WAT001	Water and Light Department	54,653.42	0
42750	07/02/2024	WIL002	Wilbur-Ellis Company LLC	691.80	0
42751	07/02/2024	XCE001	Xcel Energy	635.98	0
				358,842.92	
Check Total:					