

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 6, 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 July 16, 2024.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of July 23, 2024.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA: NONE

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

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

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

COMMUNICATIONS:

4. The Primary Election will be on Tuesday, August 13th. All polling locations will be open from 7am to 8pm and this time voters from Wards 3, 4, and 5 should use Door 2 to enter the gym for voting.
5. The filing period for city council positions in Ward 1, Ward 3, Ward 5, At-Large, and Mayor is open until 5pm on Tuesday, August 13th and will be completed in the Administration Office at City Hall. The filing fee is \$2.

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.

OLD BUSINESS: NONE

NEW BUSINESS:

6. Consider approving the request to start the hiring process to fill a Truck Driver position in the Public Works Department.
7. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Independent School District No. 595 for Police Liaison Services through May 31, 2027.
8. Consider approving the Special Event/Facility Use Agreement for the use of the City's parking lot for the Hot Valley Nights event from August 14th through August 18th.
9. Consider declaring bicycles as surplus property and approve the donation of 10 bicycles to the East Grand Forks Cross Country team and sell the remaining bicycles at an upcoming police auction.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

SEE NEXT PAGE FOR THE CLOSED MEETING AGENDAS

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

**AGENDA
OF THE CITY
COUNCIL CLOSED SESSION
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 6, 2024 – FOLLOWING THE COUNCIL MEETING**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. This meeting will be closed pursuant to the MN Statute 13D.05 Subd. 3(c)3 to develop or consider offers or counteroffers for the purchase or sale of real or personal property that is currently owned by the government entity for parcel 83.00813.00.

ADJOURN:

**AGENDA
OF THE CITY
COUNCIL CLOSED SESSION
CITY OF EAST GRAND FORKS
TUESDAY, AUGUST 6, 2024 – FOLLOWING THE CLOSED MEETING**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Job Evaluation of the City Administrator. The meeting will be closed pursuant to MN Statute 13D.05 Sub. 3(a).

ADJOURN:

Upcoming Meetings

Work Session – Tuesday, August 13, 2024 – Council Chambers – 5:00 PM
The meeting on August 13th will be done by 6:00pm due to the Primary Election.
Council Meeting – Tuesday, August 20, 2024 – Council Chambers – 5:00 PM
Work Session – Tuesday, August 27, 2024 – Training Room – 5:00 PM
Council Meeting – Tuesday, September 3, 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, JULY 16, 2024 – 5:00 PM**

CALL TO ORDER:

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

CALL OF ROLL:

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

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

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

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

APPROVAL OF MINUTES:

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

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ITEMS ONE (1) AND TWO (2).

*Voting Aye: Larson, Peterson, Vetter, Pokrzywinski, Riopelle, Helms, and Olstad.
Voting Nay: None.*

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 24-07-54 approving the hiring of Herman Gray as a Police Officer at a salary of \$32.43 per hour.
4. Consider approving the Special Event Permit Application to the Iron Pigs Motorcycle Club for the motorcycle ride on the Kenneth M. Olson Memorial Trail in the greenway system on Saturday, August 3, 2024 between 10am and 10:30am.
5. Consider adopting Resolution No. 24-07-55 approving alternate judges for the Primary and General Elections for the 2024 cycle.
6. Consider adopting Resolution No. 24-07-56 entering into an agreement between the City of East Grand Forks and the State of Minnesota for fixed route transportation in East Grand Forks for 2025.
7. Consider adopting Resolution No. 24-07-57 entering into an agreement between the City of East Grand Forks and the State of Minnesota for paratransit services in East Grand Forks for 2025.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER HELMS, TO APPROVE ITEMS THREE (3) THROUGH SEVEN (7).

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

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

8. Regular meeting minutes of the Water, Light, Power, and Building Commission for June 18, 2024.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

9. Consider adopting Resolution No. 24-07-58 authorizing a special election on November 5, 2024 to consider the implementation of the local sales tax and approve the two questions that would be included on the ballot.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 24-07-58 AUTHORIZING A SPECIAL ELECTION ON NOVEMBER 5, 2024 TO CONSIDER THE IMPLEMENTATION OF THE LOCAL SALES TAX AND APPROVE THE TWO QUESTIONS THAT WOULD BE

INCLUDED ON THE BALLOT.

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

Voting Nay: None.

10. Consider approving the Economic Development Authority to hire an executive search firm for up to the amount of \$24,000, contingent upon approval of the EDA Board of Commissioners, should the EDA deem necessary after review of the applicant qualifications and experience collected at the July 23rd meeting of the EDA.

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE ECONOMIC DEVELOPMENT AUTHORITY TO HIRE AN EXECUTIVE SEARCH FIRM FOR UP TO THE AMOUNT OF \$24,000, CONTINGENT UPON APPROVAL OF THE EDA BOARD OF COMMISSIONERS, SHOULD THE EDA DEEM NECESSARY AFTER REVIEW OF THE APPLICANT QUALIFICATIONS AND EXPERIENCE COLLECTED AT THE JULY 23RD MEETING OF THE EDA.

Mayor Gander stated this would be needed only if no qualified applications were received. Council member Helms said had been discussed by the EDA Board meeting and would not prolong the process if needed. Council member Peterson asked if the agency would be determined at a later date. Mr. Huttunen told the Council that decision would be made by the EDA Board if they moved forward with hiring a search firm. Council member Larson said process had been extended the process to try and avoid hiring a search firm, but this would let them move forward quickly if needed.

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

Voting Nay: Vetter and Olstad.

11. Consider adopting Resolution 24-07-59 authorizing a \$20,000 matching contribution pledge to support the City of Grand Forks application to the USDOT Small Community Air Service Program.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION 24-07-59 AUTHORIZING A \$20,000 MATCHING CONTRIBUTION PLEDGE TO SUPPORT THE CITY OF GRAND FORKS APPLICATION TO THE USDOT SMALL COMMUNITY AIR SERVICE PROGRAM.

Council member Helms asked what the City gained from this. Mr. Huttunen said Mr. Wilfahrt was at the meeting to answer questions and give background information. Mr. Wilfahrt stated a federal grant application was completed requesting \$1 million, the City of Grand Forks approved up to \$300,000 for a local match, and another \$200,000 would be needed from the local communities. He explained the intent was to have Sky West to have flights from Grand Forks to Denver as a daily service and the goal was to expand airplane service to Grand Forks. He added this would be a pledge and at this point they had \$130,000 raised including from some businesses in East Grand Forks. He told the Council the local match would make this application more appealing and benefit the communities, this was Mayor Bochenski's big initiative for the year, and the Grand Forks EDC and the Chamber was tasked with helping raise additional funds for the grant. He informed the Council they had a letter from Sky West to go with the application saying they were willing to provide service, or the application would not be considered. He added it was a fast-moving process and it was a good opportunity they would be able to see service going to Denver.

Council member Helms asked what the guarantee was that service would continue. Mr. Wilfahrt said they would need to use it, or it would be lost, and it connected to a United hub so it was a separate carrier. Council member Helms asked what the \$1 million would be used for. Mr. Wilfahrt said if the service was profitable, they would not use the local funds, but it was a revenue guarantee. He commented hopefully people would be using the service and Fargo had completed four of the grants which had been successful for them. He said if the funds were needed it would not be until 2025, they would have to negotiate with the airline, and a consulting firm had been hired to help with the process. Council member Helms asked how the \$20,000 was determined. Discussion followed about how the amount of pledges have varied from \$1,000 up to \$20,000, applications that did not have a minimum of 40% local match did not get funded, it was the region's air service, Grand Forks was putting up at least \$200,000, and the City participating would help significantly in the grant process.

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

Voting Nay: Helms.

CLAIMS:

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

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Gander said he had been asked about what was being put in at the railroad crossing and how safety structures were being installed for the quiet zone. He commended the work being done, the improvements to the traffic lights have helped improve traffic flow, and the work progressed quickly to get things done in a timely fashion.

Council Member Helms asked Mayor Gander and Council member Larson if they would be judges for the hotdish contest during Heritage Days and reminded everyone Heritage Weekend was August 9th and 10th this year. Both agreed to be judges.

Council Member Larson said he was proud to be a hotdish judge.

Mr. Emery informed the Council the sidewalk and multi-use trail project had started the previous week, the concrete work should be completed this week, and the project should be completed by the end of July. He stated the quiet zone project was progressing, by the end of July Central Avenue should be back open to traffic, and by the first of August 3rd Street would be closed. He added they were hoping to have the project completed by August 31st so it was done before school started. Council member Helms asked if they had replaced the traffic lights at 2nd Avenue. Mr. Emery said they did not and that was scheduled for next spring.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE JULY 16, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:21 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

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

CALL TO ORDER:

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

CALL OF ROLL:

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

Staff Present: Karla Anderson, Finance Director; 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 to Fill Vacant Position – Jason Stordahl

Mr. Stordahl told the Council that Mr. Cletus Landa would be done as of August 30th after almost 40 years of working for the city. He asked to fill the vacancy and start the hiring process. There were no questions.

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

2. Request Input for Cannabis Ordinance – Reid Huttunen

Mr. Huttunen told the Council a work group had been formed to work through the rules and regulations from the State, more information was needed from the State to complete this process, but the City was able to control zoning and where the business types could be located. He explained how the State would be setting the registration fees so the group had spent its time reviewing zoning, buffer zones for areas around schools could be up to 1000 feet, and the buffer zones for day care centers, a residential treatment facility, or an attraction such as a public park or a place used regularly by minors could have a buffer zone up to 500 feet. He stated if they used the largest buffer zones these businesses would be zoned out of the commercial areas, the work group's suggestion would be to allow the retail business in the commercial areas instead of the industrial areas because the commercial areas were set up for traffic, so the use would be allowed in downtown commercial and highway commercial zones utilizing a 750 foot buffer zone from schools and a 300 foot buffer from a park or child day care center. He added most of the other businesses would be in the industrial park.

Council President Olstad asked about the maps that were included in the packet. Mr. Huttunen said the maps showed the buffer zones that were 750 feet from schools and 300 feet from parks or a day care center. Council President Olstad said that buffer would only allow one side of Demers Avenue. Mayor Gander commented how he liked the way this had been laid out and was being done in an orderly way. Mr. Huttunen stated the State would be registering the businesses and there was a requirement for one of these businesses for every 12,500 in population which would be approximately three businesses for Polk County. He added the City could set a minimum or not, or start with one business to understand the market and demand because it would be hard to limit businesses if they started out with no limit. Council member Larson asked to consider starting with two businesses because only having one would be a monopoly. Council member Peterson said she liked the idea of having two businesses because of how they operate. Mayor Gander said he would like to start with one business, see how things go, and roll out a second business in about six months. Discussion followed about having a buffer between the businesses and how they could allow one business in each commercial area.

Mr. Galstad stated there were mezzo and micro businesses that did have a retail aspect to them, he submitted questions to the State regarding these businesses, and was still waiting on answers about what limitations or restrictions that could be put on those businesses. Council member Vetter asked if they limit this to one business, how would they decide who got the license. Council member Pokrzywinski asked about the selection process. Mr. Huttunen informed everyone the business would first have to apply with the State, the State would review the application, a retailer would reach out to the City about locating in the city, and the business would not have to have a location picked out. He continued saying the City would have 30 days to review the license, multiple registrations could be received, and there were a few different ways of moving forward such as a lottery system or a first come, first serve system. He added he spoke with someone recently about if the area became oversaturated with these businesses none of them would be profitable. Council member Pokrzywinski said his initial thought was to have two locations but could agree to starting with one and reviewing at 6 months to consider a second location. Council member Vetter asked how they would evaluate things at 6 months. Council member Pokrzywinski said he did not have the answer but made some suggestions on what could be used. Discussion followed about how there were age limits on cannabis purchases, annual compliance checks would be conducted, and driving impaired would be based upon officer observations because there was nothing currently to test the level of concentration.

Council member Larson said he was concerned about having only one location, business would eventually slow down, but they have not addressed how to select a business, so it could be challenging, and they should determine what could be reviewed. Mr. Galstad reminded the Council the State licensed the businesses, the City would determine the amount of licenses, and someone applying for a license would have a benefit if they had a criminal record from a marijuana conviction. Council member Larson said it was frustrating there was not more local control. Mr. Galstad stated again he had sent some questions to the State regarding the micro and mezzo businesses, if the retail for those businesses could be restricted and he was still waiting on answers. Council member Vetter said there should be research done on how liquor licenses determined when the number of the licenses were restricted. Council member Peterson commented how there should not be retail businesses located in the industrial park. Mr. Huttunen said the micro and mezzo businesses would be located in the industrial park, not the retail location for those businesses, and the City was waiting on a response from the State. Council President Olstad said he would prefer having two businesses and it could be revisited later.

Council Vice-President Riopelle said the proposed buffers restricted locations to one side of Demers Avenue and it should be allowed on both sides. Mr. Huttunen said it was the same along Highway 220

and the buffer zone could be changed to allow for both sides. He added that this would just be for the full cannabis stores and the current stores that were selling THC would still be allowed to do so in their current locations. Mr. Galstad reminded the Council the limitations or buffer zones were not required but they were trying to limit this from children but things could be opened up on the corridors. He added that nothing could be located in residential areas. Mayor Gander said many people did not want these businesses in the city and they were trying to do this in an orderly way. Council member Helms said he did not want these businesses, but he would like to see the 750 foot buffer zone. Council member Larson said they could allow the corridors. Discussion followed about how the only way to prohibit an area was by buffer zones so buffer zone would need to be adjusted to allow certain areas and how the operating hours should be set from 10am to 9pm for each day of the week which was allowed by the State.

This item will be brought back to a future meeting.

3. Request Direction on Planned Use of General Fund Reserves and 2023 Surplus – Reid Huttunen and Karla Anderson

Mr. Huttunen stated the handout was a summary of the building maintenance fund. He explained there was a surplus from 2023, if the 2024 budget was collected and spent as it was budgeted, this would put the fund balance reserve at 55% at the end of 2024. He reminded the Council the 2024 budget included \$174,000 being spent from the reserves. He added the State recommendation was to have a reserve of 35% up to 50% of expenditures so the 5% of the 55% would total approximately \$675,000. He said staff was working on the proposed 2025 budget which would be brought forward at an August work session and asked if the Council would want to spend, save, or give some direction on how to use some of that funding. He asked for input and if there were questions.

Council President Olstad asked if health insurance was determined. Mr. Huttunen said they should have that information in August. Council President Olstad stated he would like to see a 3% tax levy for 2025, reserves at 50%, and asked what had been delayed and how the greensite needed some work. Mayor Gander said if they had a 3% levy increase that could be close to almost no increase to the residents, the City was running lean, the Ad Hoc committee did a good job, and reviewed history of tax levies. Discussion followed about how there was a -1% tax levy in 2012, how \$743,000 was being carried over from 2023, and it was unknown where things would end up for 2024. More discussion followed about how the back portion of the greensite needed to be addressed because of how rough the ground was, how concrete could be added, how there are many issues with the gate, and a change could be made to charge everyone for the greensite and not have cards anymore.

This will be brought back to a future meeting.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE JULY 23, 2024 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:09 P.M.

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

Voting Nay: None.

Megan Nelson, City Clerk

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on July 3, 2024, at 8:00 am in the City Council Chambers.

Present: Grinde, Beauchamp, Quirk, Riopelle

Absent: None

Also present: Keith Mykleseth, Brian Johnson, Todd Grabanski, Todd Forster, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on June 18, 2024.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Riopelle to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$266,580.58.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

It was moved by Commissioner Riopelle supported by Commissioner Quirk to adjourn at 8:16 am to the next regular meeting on July 17, 2024, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Beauchamp, Quirk, Riopelle

Voting Nay: None

Jordan Midgarden
Energy & Customer Service Specialist

Request for Council Action

Date: 7/18/2024

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: Jason Stordahl-Public Works Director

RE: filling vacant position

Background: After nearly 40 years of service with the City's Public Works Department Cletus Landa is retiring August 30th, 2024. This will leave a vacancy within our Department which we like to fill as soon as possible.

Recommendation: Approve Staff to start the hiring process to fill vacant Truck Driver position.

Request for Council Action

Date: 07/24/2024

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

Cc: File

From: Michael Hedlund – Chief of Police

RE: Request to Approve MOU Regarding School Resource Officer

Background: The existing MOU between the City of East Grand Forks and the East Grand Forks Public Schools – ISD #595 expired at the end of the 2023/2024 school year. A new MOU has been developed and would cover the next three school years (through the 2026/2027 school year). The East Grand Forks School Board approved this new MOU at their Board Meeting on Monday July 22, 2024.

Budgetary Impact: This position is in the City of East Grand Forks budget. Cpl. Nick Gunderson will continue in the role of the SRO. The School District will be paying 65% of Cpl. Gunderson's base wage and benefits while the City shall pay 35%. The plan is for the City to invoice the District twice per school year in December and in June. A copy of the current LELS Labor Agreement has been provided to the District as required in the MOU.

Recommendation: It is my recommendation that the City of East Grand Forks authorize the MOU between the City and ISD # 595 to assign a School Resource Officer to work in the East Grand Forks Public Schools.

Enclosures: MOU between the City of East Grand Forks and the East Grand Forks Public Schools

**MEMORANDUM OF UNDERSTANDING
POLICE LIASON SERVICES FOR SCHOOL DISTRICT NO. 595**

This Memorandum of Understanding is entered into by and between Independent School District No. 595, East Grand Forks Public School District, East Grand Forks, Minnesota (hereinafter "School District") and the City of East Grand Forks, Minnesota (hereinafter "City") by and through its Police Department.

WHEREAS, the City provides police services within the City of East Grand Forks, Minnesota; and

WHEREAS, the School District provides educational services within the City of East Grand Forks, Minnesota; and

WHEREAS, Minnesota Statutes Section 126C.44 authorizes the School District to contract with the City to have peace officers provide police liaison services; and

WHEREAS, the parties recognize that the School Resource Officer is independent of the School District and this agreement does not create any type of employment relationship, agency, or joint venture; and

WHEREAS, both the City and the School District desire to dedicate a police officer to provide police liaison services within the public-school buildings of the School District to perform duties associated with safety on or near school grounds; and

NOW THEREFORE, the parties hereto agree as follows:

I. **PURPOSE.** The intent of this MOU is to establish a framework under which the School District will reimburse the City for the costs associated with School Resource Officers and for the City to establish the procedures which will govern the services provided by the School Resource Officer. The School District may provide suggestions but shall not have any role in developing or establishing the procedures to govern the conduct or services provided by the School Resource Officer, and the School Resource Officer shall always retain their independence as licensed peace officers in the State of Minnesota.

II. **TERM OF CONTRACT:** The term of this agreement shall begin July 1, 2024 and shall end June 30, 2027. The agreement may be renewed thereafter upon the consent of all parties, and provided that the Cost-Share agreement reflects an agreed upon cost basis for each party.

III. **TERMINATION.** This MOU may be terminated for any reason by either party upon thirty (30) days' written notice to the other party. In the event of an early termination, the School District's obligations under Paragraph VIII shall immediately cease.

IV. ASSIGNMENT OF THE POLICE LIASON OFFICER: The City will assign a licensed police officer to the School District for liaison services at locations that are mutually agreed upon by the City and the School District. The assigned officer will provide general police services at the locations assigned.

V. EMPLOYMENT STATUS: The assigned School Resource Officer shall be an employee of the City and not an employee of the School District and will provide general police services within the School District locations as assigned. Further, the parties agree the polices liaison officer shall not become an agent of the School District by virtue of this agreement and shall not make any representations to the contrary. The City maintains full control over the School Resource Officer it employs and is solely responsible for all employment and administrative functions related to its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance, and any labor disputes or grievances. The School District shall not be responsible for, and the City agrees to indemnify and hold the School District harmless from liability for the withholding of any taxes related to the assignment of the School Resource Officer by the City to the School District, including but not limited to State and Federal income tax, worker's compensation benefits, or unemployment compensation premiums.

VI. SCHOOL RESOURCE OFFICER - DESIGNATION: The City's School Resource Officer is hereby authorized to serve as the School District's "law enforcement unit" for the purposes of:

- a. Enforcing local, state, and federal laws;
- b. Referring to appropriate authorities matters of enforcement of any local, state, or federal law against any individual or organization; and
- c. Maintaining physical security, safety and the protection of life and property of the School District.
- d. The School Resource Officer shall not have school disciplinary authority, enforce School District administrative policies, or be considered an educational service provider, and instead is limited to their police function, but may have student interactions to build positive relationships with the students and the community. The School Resource Officer may accomplish this through the following actions:
 1. Fostering a positive school climate through relationship building and open communication.
 2. Protecting students, staff, and visitors to the school grounds from criminal activity.
 3. Serving as a liaison between law enforcement and school officials.
 4. Providing advice on safety drills.
 5. Identifying vulnerabilities in school facilities and safety procedures.
 6. Educating and advising students and staff on law enforcement topics.
 7. Enforcing criminal laws.

VII. RESPONSIBILITIES OF THE CITY OF EAST GRAND FORKS: The School Resource Officer shall be an employee of the City, supervised by and answerable to the Chief of Police or

his designee. The City shall be responsible for the actions of the School Resource Officer within the scope of the officer's employment. The School Resource Officer shall be an experienced officer selected by the City. The City will assist the School District in meeting its responsibilities to students and their families by:

- A. Agreeing to provide services, as defined in paragraph VI stated above, to the School District during the term of this agreement.
- B. Ensuring that the School Resource Officer is aware of, and adheres to, all federal and state laws and regulations and School District policies/procedures applicable to the provision of services as defined in paragraph VI above.
- C. Evaluating the School Resource Officer's work performance and as part of the evaluation process, the City may seek input from School District staff (school principals or designees).
- D. Providing the School Resource Officer with a cell phone and laptop computer for use in the duties of the School Resource Officer.
- E. Ensuring that the School Resource Officer successfully completes any state/Minnesota POST Board required training once such training is available. (Per statute any police officer assigned as an SRO must complete this training by September 1, 2025.)
- F. Enacting a Department Policy regarding the School Liaison Officer position that is substantially similar to the Minnesota POST Board model policy (which is expected to be developed by December 31, 2024). A copy of this policy shall be provided to the District.
- G. The School Resource Officer shall be present at the school locations during regular school hours and available to the School District when school is in session and by special arrangements as determined by the City and the School District consistent with the following terms:
 - a. The School Resource Officer shall be allowed to be absent from the School District's premises for training purposes with prior approval of the School District and the City.
 - b. The School Resource Officer will be allowed to be absent from school for the purpose of appearing in court.
 - c. The School Resource Officer will be allowed to be absent from the School District's premises for three days during the school year (for reasons other than training) without the City providing a replacement School Resource Officer.
 - d. The School Resource Officer shall not be required to be on School District premises during school curriculum days.
 - e. The School Resource Officer will work School District special events (i.e., dances, significant sporting events, etc.) with sufficient notice to allow the

School Resource Officer an opportunity to adjust his regular work schedule. The School Resource Officer's responsibilities at these events are limited to those listed in paragraph VI of this MOU. Per the LELS labor contract with the City, adjustments to the School Resource Officer's work schedule must be made at least 30 days in advance,

- f. The School Resource Officer will coordinate the transportation of students to juvenile detention when necessary and appropriate under the purpose of this agreement.
 - g. The School Resource Officer may provide annual DARE instruction to students at Sacred Heart and Riverside Christian Schools.
- H. Providing the School Resource Officer with appropriate uniforms and equipment to allow for the effective performance of his duties.
- I. Ensuring that while on the School District's premises, the School Resource Officer wears a School District issued identification badge and verbally identifies himself as a School Resource Officer when in contact with parents of School District students.

VIII. RESPONSIBILITIES OF THE EAST GRAND FORKS PUBLIC SCHOOL DISTRICT:

The School District will assist the City to meet its responsibilities by:

- A. Making allowed disclosures of information to the School Resource Officer to allow the police liaison officer to perform the duties set forth in this agreement.
- B. Providing office space, necessary furniture, and telephone on School District premises for the School Resource Officer.
- C. Upon request, provide input into the performance evaluation of the School Resource Officer.

IX. COST-SHARE: The City is responsible for 35% and the District is responsible for 65% of the cost of the base salary and benefits for the assigned school liaison officer. This payment amount is based upon the current salary and benefit expenditures for the officer based upon the labor agreement between the City and Law Enforcement Labor Services. This amount will be adjusted when the officer receives step increases and/or Cost of Living Adjustments (COLA's) as stated in the labor agreement between the City and Law Enforcement Labor Services and when a new collective bargaining agreement is implemented. The City will provide the School District with a copy of the current LELS contract and each subsequent contract and any memorandum of understanding or agreement that addresses the salary and benefits of the School Resource Officer. The City will invoice the District for its portion of the Cost-Share on a semi-annual basis, with invoices dated no later than December 20th of each year and June 15th of each year.

X. REPRESENTATION AS TO ADEQUATE INSURANCE COVERAGE: Each party of this agreement represents and warrants to the other that it has and shall maintain in effect adequate liability insurance and other appropriate forms of insurance coverage sufficient to generally protect the respective parties to this agreement and their employees carrying out the objectives of the agreement and each shall provide the other with a declarations page showing said insurance. The City acknowledges that, in its role as the School Resource Officer's employer, it is solely responsible for the maintenance of all required insurance, including workers' compensation insurance, unemployment insurance, liability insurance.

XI. GOVERNMENTAL IMMUNITY. The parties agree that each party, along with its employees and officials, do not waive governmental immunity by entering this MOU and specifically retain all immunities and defenses pursuant to Minn. Stat 466.04, or a waiver of any available immunities or defenses and all other applicable law.

XII. LIABILITY. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of a party are deemed to be employees (as defined in Minn. Stat. 466.01, subd. (6)) of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit set forth in Chapter 466, be required to pay on behalf of itself or the other party, any amounts more than the limits of liability established in Chapter 466 applicable to anyone (1) party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for each party

XIII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENTS:

- A. To the extent allowed by law the City shall indemnify, defend, and hold harmless the School District, its officers, and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the City and its employees.
- B. To the extent allowed by law, the School District shall indemnify, defend, and hold harmless the City, its officers and its employees from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the School District and its employees.
- C. The indemnifications provided herein shall survive the termination of this agreement.

XIV. DATA PRACTICES

- A. The School Resource Officer will not have access to a student's private educational records unless the School District deems it necessary and then only as allowed under FERPA, the MGDPA, and other applicable state and federal laws. Even then, the record will be held in confidence and will not be divulged without prior written consent of the

student and/or parent, except as required by law. The provisions of this paragraph shall survive the termination of this contract.

- B. It shall be recognized by both parties that "law enforcement unit" records shall be exempt from the requirements of the FERPA and the MGDPA. To meet the requirements of this exemption, "law enforcement unit" records must meet the following criteria:
 - a. The law enforcement unit must create the records; and
 - b. The records must be created for a law enforcement purpose; and
 - c. The records must be maintained by the law enforcement unit and apart from educational data.

- C. It shall be recognized by both parties that records of a "law enforcement unit" does not mean records by a law enforcement unit for a law enforcement purpose that are maintained by a component of the School District other than the law enforcement unit.

XV. WAIVER: No failure to enforce or require compliance with any term or provision of this Agreement by either party shall be deemed to be a waiver of any term or other provision.

XVI. SAVINGS CLAUSE: Any term or provision of this Agreement which now or hereafter is determined to be invalid or unenforceable shall not impair the validity of the remainder of this Agreement.

XVII. ASSIGNABILITY: This agreement is not assignable by either party without the prior written consent of the other party.

XVIII. AMENDMENTS: This agreement may be amended or modified at any time, but only by the written agreement of the parties hereto.

XVIV. EFFECTIVE DATE. This MOU is deemed effective upon the date of the last signature appearing below.

East Grand Forks Public School District — ISD #595



By:
Its: Superintendent

7-23-2024
Date:

City of East Grand Forks

By:
Its: City Administrator

Date:

By:
Its: Mayor

Date:

Request for Council Action

Date: July 23, 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: Hot Valley Nights Concert Agreement

Background:

Hot Valley Nights (HVN) is holding their summer concert in the City Parking lot on August 16-17, 2024. I've had a number of meetings with concert organizers and have proposed putting the event details and event support & logistics that will be provided by the City into a Facility Use Agreement.

As part of this agreement, we've proposed a fixed rental rate for the agreement, which covers the expenses for City staff time involved with the event. In previous years, the City has been billing for actual costs incurred in the event. HVN organizers have expressed desire for a fixed rate, to help their event budget planning.

The proposed rental rate covers the City's costs for staff involved with event support, set up, and take-down.

Recommendation:

Approve HVN Facility Use Agreement as written.

Enclosures:

Hot Valley Nights Facility Use agreement.

**City of East Grand Forks
Special Event/Facility Use Agreement**

It is the City of East Grand Forks', hereinafter "CITY", desire that all patrons who periodically use a CITY building, facility, room, recreational area, shelter, or other City property are able to enjoy the "Facility". This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization (hereinafter the "User") on whose behalf the "Agreement" is being made are responsible for compliance with this agreement. All Users' are required to read and sign the City Use Agreement as part of the Special Event/Rental and before the Facility can be rented by the User. Please read carefully, fill out City, User, and Event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

1. CITY INFORMATION

Name of CITY Facility/Property: City Parking Lot
Address/Location of Facility/Property): 521 4th St NW
East Grand Forks, MN 56721
Area Rented: Patriotism Dr Parking Lot
between 3rd St NW & 4th St NW

2. USER INFORMATION

Organization Name: Leighton Media
Address, City, State, Zip: 1185 9th St NE
Thompson, ND 58278
Contact name/title: Jarrod Spoor
Email: Jthomas@leighton.media
Daytime Phone: 701-765-8077

Specific Use/Special Conditions included in the rental agreement are as follows:

USER is authorized to hold a two-day outdoor music concert "Hot Valley Nights" on the described CITY property.

Dates/Hours of Facility Rental:

Wednesday, August 14 th	Partial set-up of concert area
Thursday, August 15 th	Patriotism Drive will close to traffic for set-up
Friday, August 16 th	Music/Show: 3:00 p.m. to 11:00 p.m.
Saturday, August 17 th	Music/Show: 3:00 p.m. to 11:00 p.m.
Sunday, August 18 th	Facility is cleaned and re-opened for vehicle traffic

Ticketed shows will be held on Friday, August 16th and Saturday, August 17th. Daily show times will begin no earlier than 3:00 p.m. and will conclude no later than 11:00 p.m. It is understood that sound checks will take place periodically within the above-listed dates.

IT IS UNDERSTOOD THE CITY WILL PROVIDE THE FOLLOWING AS A CONDITION OF THIS AGREEMENT:

1. Police Officers at the event – Three (3) officers each night.
 - a. *The total staffing required is at the discretion of the Chief of Police.*

2. Levee Management – The City will post signage along the concert perimeter abutting the City’s levee system prohibiting people from standing/sitting on the levee for the duration of the show. EGF Police Department will provide enforcement of this rule.
3. Delivery, set-up and pickup of Traffic Control Devices (barricades, no parking signs, detour signs, etc.)
4. Waste/Refuse equipment:
 - a. 2 Front load dumpsters; emptied Saturday morning
5. Delivery and pickup of event equipment
 - a. 1 Bandwagon/Mobile Stage
 - b. 24 Picnic Tables
 - c. Up to 60 fence post/standards and sandbags
 - d. 15 Waste Receptacles
6. Temporary Electric Hookup provided by EGF Water & Light
 - a. Install and removal of a temporary electric transformer is provided by the Water & Light Department and requires approval by the East Grand Forks Water & Light Commission.

IT IS UNDERSTOOD THE FEE DOES NOT INCLUDE:

1. Concert/Event specific set-up
2. Concert related trash pickup/janitorial of the event venue.
3. Private security/ticket management
 - a. At its discretion and when possible, event security will coordinate with EGF Police at the event to ask spectators to move from the levee system, in an effort to ensure concert goers do not stand/sit on the levee.

The FEE and consideration to be paid by the User shall be as follows:

Rental dates & fee: August 14-18, 2024: \$4,375.00

- A. **This agreement**, made and entered into this 15th day of August 2024 by and between the City of East Grand Forks, a municipal corporation, and the “User” Leighton Media, now, therefore, in consideration of the promises contained herein, do hereby agree as follows:
- B. The CITY agrees to provide the use of the above-listed Facility or the following parts therein, described above in City Information.

Renting said premises subject to the conditions, rules, regulations and policies that the CITY shall by Ordinance and Resolution establish for CITY property and facilities from time to time, which Ordinance and Resolution are mutually understood and agreed by the parties hereto be a part hereof. It is further mutually agreed that any attached conditions, rules, regulations and policies of the CITY are a part of this agreement.

- C. **Temporary On-Sale Liquor License:** The CITY shall issue a **Temporary On-Sale License** to The Spud Jr. pursuant to City Ordinance Section 117.03 D(1) and MN Statute Section 340A.404, Sub 4(b). The Ordinance and State Statute allows the CITY to authorize a holder of a retail on-sale intoxicating liquor license issued by the CITY to dispense intoxicating liquor off premises at a

community festival held within the municipality. This Temporary On-Sale Liquor License is authorized by execution of this agreement, for the event dates listed in this agreement.

USER must follow all Minnesota State Statutes and City Ordinances with regard to alcoholic beverages dispensed at the event.

- D. **Catering or Mobile Food Vendors:** The CITY requires a license for vending wagons, food trucks, and/or temporary food stands. All Catering or Mobile Food Vendors are required to carry the appropriate and necessary city and state vendor licensing. **Fire Inspection Required:** As part of the licensing process, all food vendors are required to have a current fire inspection report on file with the East Grand Forks Fire Department and be in compliance with all findings of said inspection before operating at the event.
- E. **Merchandise Vendors:** The CITY requires a transient merchants license for all temporary merchandise vendors at the event. By authorization of this agreement, the City Council agrees to waive the requirement for the City transient merchant license and all fees associated with it. The USER shall provide a list of vendors participating in the event at least five (5) business days in advance of the event, and all vendors must comply with Local Ordinances and State laws and regulations relevant to the business purpose of each merchandise vendor operating at the event.
- F. User shall perform routine pick up after its use of the rented FACILITY, ensuring all conditions of the rented area and equipment is returned to its pre-existing condition at the completion of the event. If the facility is not restored to its original condition, at the sole satisfaction of the CITY, the User agrees to pay CITY for any and all costs the City incurs for additional necessary clean-up and property restoration.
- G. **Indemnification.** The User shall defend, indemnify and hold harmless the City and its officials, employees and agents from any liabilities, judgments, losses, costs or charges (including attorneys' fees) incurred by the City or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury or illness (including death), loss or property damage caused by, arising out of, related to or associated with the use of the Facility by the User or by the User's guests or invitees, except to the extent caused by the sole negligence, gross negligence or willful misconduct of the City or its officers, employees or agents.
- H. **Waiver and Assumption of Risk.** The User knows, understands and acknowledges the risks and hazards associated with using the facility and hereby assumes any and all risks and hazards associated therewith. User hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the User as a result of using the facility and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.
- I. **Insurance.** The User is required to obtain liability insurance for the Agreement. If insurance is required, User agrees to obtain at least a minimum \$1 Million General Liability coverage. The User agree to provide a certificate of insurance to the City showing the required coverage at least seven

(7) days prior to the Event and naming the City of East Grand Forks as an Additional Insured.

- J. User shall be solely responsible for the supervision and control of its volunteers and participants and it is strongly recommended by the CITY that if said volunteers are working directly with children that background checks be performed in accordance with “The Minnesota Child Protection Act (MN Stat. 299C)”. Any volunteers provided by the User are not “City Volunteers” and are acting on behalf of the User and **ARE NOT** acting on behalf of the CITY.
- K. CITY, its agents and employees shall have the right to enter the rented premise upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the rented premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of CITY by reason of any inconvenience, annoyance or injury caused by CITY’s reasonable exercise of the rights reserved by CITY in this Article.
- L. **Discrimination.** No person shall be discriminated against in the terms and conditions of employment, personnel practices, or access to and participation in, programs, services, and activities with regard to race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.
- M. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- N. User agrees to abide by all rules, regulations, and guidelines set in place by the State of Minnesota, County of Polk, and City of East Grand Forks in compliance and operation of event.
- O. User shall not assign this agreement, nor suffer any use of the said leased premises other than as herein specified, nor sublet the premises or any part thereof, without the prior consent of the City.
- P. **Priority of Use/Cancellation Notice.** The City shall have first priority for all governmental and department activities. The priority for all other users shall be on a first come, first served basis. The City reserves the right to cancel any Event or Agreement for the purpose of government restrictions, declared emergencies, natural disasters, or other related events, as it deems necessary. If the City cancels the event for these reasons, the User shall be entitled to a full refund of any rents paid.
The City requires a 30-day cancellation notice for all USER cancellations.
- Q. **Set Up, Clean Up , Misc. Equipment.**
Set up, Clean Up, Misc. Equipment use must be followed under the standards of use and care as described in the Special Conditions listed below or as described above by this agreement.
- R. **Special conditions of this Agreement not hereinabove provided are as follows:**
Temporary Electric Hookup provided by EGF Water & Light: Install and removal of a temporary electric transformer is provided by the Water & Light Department and requires approval by the

East Grand Forks Water & Light Commission.

- S. **Authority.** By their signatures, each party acknowledges that it has the full authority to execute this Agreement.

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

IMPORTANT – READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

USER ORGANIZATION: LEIGHTON MEDIA

By:  _____
Print Name: Jarrod Spoor
Its: General Manager

CITY OF EAST GRAND FORKS

By: _____
Its Mayor

By: _____
Its City Administrator

Request for Council Action

Date: August 1, 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: Chief Michael Hedlund

RE: Request to Declare Bicycles as Surplus Property

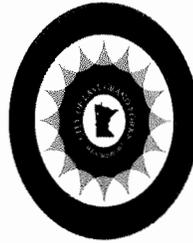
Background: The East Grand Forks Police Department typically acquires a number of bicycles that are abandoned throughout the city. These bicycles are typically sold during the annual police auction. This year, the East Grand Forks High School Cross Country team has requested that we donate approximately ten bicycles to the team to use for lower impact training for the cross country athletes. I feel that this would be a good use of these bicycles and since the bicycles typically sell for a very small amount it would have a minimal impact on the budget. Any bicycles that are not donated to the Cross Country program would be sold during the annual police auction as usual. We currently have approx. 15 bicycles that could be declared as surplus property. Cpl. Jake Schiller is finalizing the list, and I will have it available prior to the Council Meeting.

Recommendation: Declare the bicycles as surplus property with the intention of donating approximately ten of them to the East Grand Forks High School Cross Country Team and selling the remaining bicycles at the annual police auction that will be held at a date TBD.

Enclosures: List of abandoned bicycles to be provided at the Council Meeting on Tuesday August 6, 2024.

Date	CFS #	Make	Serial #	Taged Y/N
5/14/2023	23001914	QUALITY	4024520	Y
5/25/2023	23002085	SCHWINN	SNF501GR3220	Y
6/25/2023	23000440	SCHWINN	UNKNOWN	Y
7/15/2023	23002812	INCOGNITO	2007206732	Y
8/2/2023	23000527	SCHWINN	SNF5D19M456	Y
8/8/2023	23003188	NEXT	DJJC144024	Y
8/12/2023	23003238	HUFFY	SNHIC15B27190	Y
8/21/2023	UNKNOWN	MAGNA	65269128	Y
9/10/2023	23000628	HUFFY	96595-9086514H4315	Y
9/15/2023	23000639	UNKNOWN	UNKNOWN	Y
10/23/2023	23000714	SCHWINN	SNZDS17A18831	Y
11/13/2023	23004616	NEXT	5FCTD	Y
11/30/2023	23004826	GENESIS	G1804040880	Y
1/9/2024	24000087	RED LINE	ICRLIZK02963	Y

Accounts Payable
Check Register Totals Only



City of East Grand Forks

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

User: rkringlen
Printed: 8/2/2024 - 11:14 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42847	08/06/2024	ACM001	Acme Electric Companies	628.36	0
42848	08/06/2024	ADV007	Advanced Auto Parts	136.14	0
42849	08/06/2024	ADV001	Advanced Business Methods Inc	848.16	0
42850	08/06/2024	ANY001	Anytime Plumbing	560.76	0
42851	08/06/2024	ATV001	Auto Value Grand Forks	216.92	0
42852	08/06/2024	AXO001	Axon Enterprises, Inc.	8,788.40	0
42853	08/06/2024	B&R001	B&R Parking Lot Maintenance	7,752.00	0
42854	08/06/2024	BAK001	Baker & Taylor Co	289.01	0
42855	08/06/2024	BAL001	Balco Uniforms Co Inc	431.67	0
42856	08/06/2024	STE005	Benoit Corporation	1,313.00	0
42857	08/06/2024	BNS001	BNSF Railway Company	178.52	0
42858	08/06/2024	BRA001	Brady, Martz & Associates, P.C.	1,650.00	0
42859	08/06/2024	GFF001	Timothy Brooks	511.00	0
42860	08/06/2024	CEN001	Center Point Large Print	363.75	0
42861	08/06/2024	CEN009	CentralSquare Company	17,047.61	0
42862	08/06/2024	CEN006	Century Link	62.55	0
42863	08/06/2024	CIN001	Cintas Corporation No. 2	99.68	0
42864	08/06/2024	GFC002	City of Grand Forks	100,311.00	0
42865	08/06/2024	COL002	Cole Papers Inc	962.44	0
42866	08/06/2024	COM003	Complete Pest Control Inc	875.00	0
42867	08/06/2024	COP002	Copy Cat Printing	236.00	0
42868	08/06/2024	COU008	Countrywide Sanitation Company	44,993.69	0
42869	08/06/2024	CRO008	Crookston Police Department	5,109.41	0
42870	08/06/2024	CRO004	Crookston Times	76.00	0
42871	08/06/2024	CUS002	Custom Stripes Inc	3,030.00	0
42872	08/06/2024	DAK006	Dakota TV & Appliance	1,449.96	0
42873	08/06/2024	DAS001	Dash Medical Gloves	90.00	0
42874	08/06/2024	EAG001	Eagle Electric	4,987.74	0
42875	08/06/2024	EGF008	EGF Homerun Club Inc	4,960.00	0
42876	08/06/2024	FED003	Federal Signal Corp SSG	1,000.00	0
42877	08/06/2024	CEN002	Gale	1,575.84	0
42878	08/06/2024	GAL003	Galstad Jensen & McCann PA	7,025.50	0
42879	08/06/2024	GER001	Gerrells Sport Center	2,148.18	0
42880	08/06/2024	GFW001	Grand Forks Welding & Machine	53.30	0
42881	08/06/2024	GTS003	Grand Trailer Sales	319.96	0
42882	08/06/2024	GRE002	Greg's Lawn Care	439.81	0
42883	08/06/2024	GUA001	Guardian Fleet Safety Co	3,145.73	0
42884	08/06/2024	HAW001	Hawkins Chemical	6,243.46	0
42885	08/06/2024	HEA009	Heavy Haul, Inc.	2,500.00	0
42886	08/06/2024	HUG001	Hugo's	36.34	0
42887	08/06/2024	INP001	In-Prints Screen Printing	96.00	0
42888	08/06/2024	ING003	Ingram Library Services	1,992.79	0
42889	08/06/2024	INT013	Interstate Billing Service	20.82	0
42890	08/06/2024	JAN002	Jessie Janecke	215.00	0
42891	08/06/2024	JOH026	Johnson Controls	1,405.58	0
42892	08/06/2024	JOH028	Johnson Controls Fire Protection, LP	710.45	0
42893	08/06/2024	KEN002	Kennedy & Graven, Chartered	55.00	0
42894	08/06/2024	LEA008	League of Minnesota Cities Insurance	2,000.00	0
42895	08/06/2024	LEV001	Jill Levene	800.00	0
42896	08/06/2024	HAR081	Local Ace	79.26	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
42897	08/06/2024	har086	Local Ace	271.95	0
42898	08/06/2024	HAR087	Local Ace	388.41	0
42899	08/06/2024	LUN001	Lunseth Plumbing & Heating	3,991.77	0
42900	08/06/2024	MAR008	Marshall & Polk Rural Water System	9.80	0
42901	08/06/2024	MEN001	McNards	1,033.92	0
42902	08/06/2024	MPO001	Metropolitan Planning Organization	14,783.12	0
42903	08/06/2024	MNH001	MHSRC/Range	645.00	0
42904	08/06/2024	MID003	Midcontinent Communications	2,805.92	0
42905	08/06/2024	MND020	Minnesota DEED - BCD Repayments	788.44	0
42906	08/06/2024	MPW001	Minnesota Pump Works	2,161.50	0
42907	08/06/2024	MND003	MN Dept of Labor & Industry	10.00	0
42908	08/06/2024	MND006	MN Dept of Revenue	2,488.00	0
42909	08/06/2024	mnd013	MN Dept of Transportation	346,831.80	0
42910	08/06/2024	MNM002	MN Municipal Utilities Assoc	4,189.40	0
42911	08/06/2024	MNP004	MN Public Facilities Authority	767,067.67	0
42912	08/06/2024	MTI001	MTI Distributing Company	525.17	0
42913	08/06/2024	NEL101	Nelson Auto	86.31	0
42914	08/06/2024	NOR004	Northern Plumbing Supply	784.32	0
42915	08/06/2024	NOR005	Northern Safety Technology, Inc	2,838.28	0
42916	08/06/2024	NUS001	Nuss Truck & Equipment	17,027.91	0
42917	08/06/2024	ORE001	O'Reilly Automotive, Inc.	528.60	0
42918	08/06/2024	OCL001	OCLC, Inc.	2,267.73	0
42919	08/06/2024	OPP001	Opp Construction LLC	381,674.50	0
42920	08/06/2024	ORC002	Orchard Oil Company	1,013.10	0
42921	08/06/2024	EXP002	Page 1 Publications, Inc.	739.13	0
42922	08/06/2024	PET001	Peterson Veterinary Clinic P.C.	1,447.00	0
42923	08/06/2024	POL006	Polk County Highway Department	8,130.00	0
42924	08/06/2024	POL008	Polk County Sheriff's Office	1,970.02	0
42925	08/06/2024	POW003	Powerplan OIB	1,704.58	0
42926	08/06/2024	Q3C001	Q3 Contracting Inc	78,231.52	0
42927	08/06/2024	QUI001	Quill Corporation	263.23	0
42928	08/06/2024	RAI001	Railroad Mgmt Co III LLC	379.14	0
42929	08/06/2024	RIV002	Rivards Turf & Forage	241.75	0
42930	08/06/2024	ZAV001	RJ Zavoral & Sons, Inc	5,194.49	0
42931	08/06/2024	RMB001	RMB Environmental Lab Inc	262.30	0
42932	08/06/2024	ALL002	Stacey Robertson	270.00	0
42933	08/06/2024	ROO003	Roof Spec Inc.	9,000.00	0
42934	08/06/2024	ROS004	C/O Josh Weckman Roseau Baseball	300.00	0
42935	08/06/2024	SAN005	Sanford Health OccMed	1,181.00	0
42936	08/06/2024	MIK001	SJA Thunder Corp	176.88	0
42937	08/06/2024	SPR002	Spray Advantage	3,469.73	0
42938	08/06/2024	MIN018	Jordan A. Stevens	3,885.00	0
42939	08/06/2024	STA005	Strata Corp	2,385.00	0
42940	08/06/2024	STU001	Stuart's Towing	160.00	0
42941	08/06/2024	TOT001	Telocin Group, Inc	1,781.00	0
42942	08/06/2024	TRF004	Thief River Falls Fastpitch	125.00	0
42943	08/06/2024	THU002	Thur-O-Clean	5,395.16	0
42944	08/06/2024	TRI001	Tri Steel Manufacturing	143.56	0
42945	08/06/2024	TRE009	Troy Tretter	47.00	0
42946	08/06/2024	TRU003	True North Equipment	159.74	0
42947	08/06/2024	VER001	Verizon Wireless	1,451.09	0
42948	08/06/2024	VES001	Vestis Services LLC	909.17	0
42949	08/06/2024	VIL001	Vilandre Heating & A/C	346.80	0
42950	08/06/2024	WAT001	Water and Light Department	64,099.48	0
42951	08/06/2024	WID001	Widseth Smith Nolting & Associates	35,318.50	0
42952	08/06/2024	XCE001	Xcel Energy	4,383.70	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:

2,027,585.38