

**AGENDA  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
TUESDAY, NOVEMBER 19, 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 “Work Session” for the East Grand Forks, Minnesota City Council of October 22, 2024.
2. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 6, 2024.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of November 12, 2024.

**SCHEDULED BID LETTINGS: NONE.**

**SCHEDULED PUBLIC HEARINGS:**

4. Public Hearing to consider amendments to the City Code for Land Usage adding in the new Cannabis Ordinance and amending zoning regulations.

**CONSENT AGENDA:**

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

5. Consider approving the Exempt Gambling Permit application for the Northern Lights Figure Skating Club to hold a raffle on January 31, 2025 at the VFW Memorial Arena located at 711 3<sup>rd</sup> St SE East Grand Forks, MN 56721 and waive the 30-day waiting period.

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 adopting Resolution No. 24-11-83 authorizing the City Administrator/Clerk-Treasurer to certify the listed accounts for delinquent utilities to the County Auditor for collection with the 2025 real estate taxes.
7. Consider adopting Resolution No. 24-11-84 authorizing the City Administrator/Clerk-Treasurer to certify the listed account for mowing to the County Auditor for collection with the 2025 real estate taxes.
8. Consider declaring the listed voting equipment as surplus property and dispose of the items.
9. Consider declaring tasers and associated equipment as surplus property and sell the items to another law enforcement agency.

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

10. Regular meeting minutes of the Water, Light, Power, and Building Commission for October 16, 2024.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

11. Consider approving Ordinance 43 4<sup>th</sup> Series amending City Code Title 11 by adding Chapter 120 an ordinance to regulate cannabis and lower-potency hemp edible businesses and authorizing Chapter 152 Zoning Districts to the Land Usage Title 15 to operate the businesses within the City of East Grand Forks and by adopting by reference City Code Chapter 10 and Section 10.99 which, among other things, contain penalty provisions (1<sup>st</sup> Reading)
12. Consider approving the agreement between the City of East Grand Forks and LiveBarn to continue streaming services for events at the Civic Center, VFW Memorial Arena, and the Blue Line Club Arena for a three-year term.
13. Consider approving the Ambulance Service Territory Subsidy Agreement between the City of East Grand Forks and Altru Health System for splitting the Polk County levy for ambulance services 50/50 for both the amounts levied for the city and townships.
14. Consider adopting Resolution No. 24-11-85 approving the amended agency agreement between the City of East Grand Forks and the Minnesota Municipal Power Agency changing how the weighted votes are calculated.
15. Consider granting final approval of the replat of Outlot 49 of Auditor's Plat of Outlots 17 through 64, Section 36, Township 152 North, Range 50 West and require a digital file of the plat be submitted to the Planning Department.

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 Administrative Services Agreement between the City of East Grand Forks and Gravia for the administration of the ICHRA Health Insurance plan and authorize the City Administrator to execute the agreement.

**CLAIMS:**

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

**COUNCIL/STAFF REPORTS:**

**ADJOURN:**

**PLEASE SEE NEXT PAGE FOR THE SPECIAL MEETING AGENDA**

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

**AGENDA  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, NOVEMBER 19, 2024 – FOLLOWING THE COUNCIL MEETING**

**CALL TO ORDER:**

**CALL OF ROLL:**

**DETERMINATION OF A QUORUM:**

- 1. 2025 Budget Discussion and Update**

**ADJOURN:**

**Upcoming Meetings**

Work Session – Tuesday, November 26, 2024 – Training Room – 5:00 PM  
Council Meeting – Tuesday, December 3, 2024 – Council Chambers – 6:00 PM  
Work Session – Tuesday, December 10, 2024 – Training Room – 5:00 PM  
Council Meeting – Tuesday, December 17, 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 WORK SESSION  
CITY OF EAST GRAND FORKS  
TUESDAY, OCTOBER 22, 2024 – 5:00 PM**

**CALL TO ORDER:**

*The Work Session of the East Grand Forks City Council for Tuesday, October 22, 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; Maggie Brockling, Economic Development Director; 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.*

**1. Request to Name New Outdoor Rink & Add Sponsorship Signage – Jeremy King**

Mr. King told the Council the Blue Line Club was requesting approval to name the new outdoor rink the Jim Bradshaw rink because of his sponsorship towards the construction of the new rink. He stated Mr. Bradshaw was the owner of Strata Construction and was the largest sponsor of the project. He explained how there was not a current naming policy in place but previously things had been named to recognize the largest donor to a project. He added the Blue Line Club would also like to add sponsorship signage on the outside of the Blue Line Club Arena and there would not be any cost to the City. He stated the recommendation would be approving the naming and the sponsorship signage. There were no questions.

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

**2. Consider Improvements to the Greensite – Jason Stordahl**

Mr. Stordahl stated the greensite location was running out of space, there were more people using it, and it would be beneficial to add additional concrete. He explained they were ordering roll offs so residents could dump leaves and branches in them instead of on the ground and the added concrete would help to have the water flow away from the property. He commented on how they had looked at different sites around the city, different layouts within the greensite, and how they might be dumping snow behind the greensite due to the improvements in LaFave Park. He said they would like to request to have plans and specifications for an expansion area at the greensite. He said they would not be able to pay for it at this time based on the current refuse fund balance, but staff had been reviewing greensite fees, how there are

issues with the snow, trying to keep the gate functioning, and not having people get stuck inside the fenced in area.

Mr. Stordahl said they had looked at other gate configurations but not having a gate was better than what they currently have and there were cameras set up that they check if there was a violation. He said the cameras were good but there would need to be a reason to look at them. He stated the idea was to have no gate and charge all of the residents that would be included in the refuse fee. He said if nothing changed, they would be losing money each year so they would be coming back with a new rate structure and refuse rates needed to be raised as well. He reviewed how many people were using the space but for now they were asking for approval for the preparation of plans and specifications for the greensite. He asked for questions.

Council member Larson asked if they would be able to make it one way in and one way out to help with the congestion of the dumping area. Mr. Stordahl said that had been discussed and that would not be needed if they used roll offs because people would be backing in between the dumpsters but that would be the goal. Discussion followed about what the layout would be if roll offs were added, how the roll offs were low enough so they might be able to get off the ramps, and how there currently was no storm drain in place so that would need to be added. Council member Vetter said he was in favor of paving and cleaning things up, he was not sure that the roll offs would be used because of current practices, and he would like to see this become a true recycling center where people knew they could utilize the materials from this space. He asked to have the wood chipped instead of hauling it away so residents could pick them up. Mr. Stordahl said they had talked with other cities about their process, it would require monitoring of a staff member, chipping was labor intensive, so it was considered, and they would be able to catch people that just dumped branches and items on the ground. He said if the Council wanted to continue allowing people to dump on the ground, they would consider it. Discussion followed about the costs for cleaning out the greensite compared to having a person there, a chipper would require two people to be onsite, Public Works would not be able to be down a person every day, and it was a good idea but they were not sure how to make it work.

Council member Helms asked if they should get a vacuum like Grand Forks, which could help. Mr. Stordahl said they had looked into a similar system, it would be a good service for residents, and a lot of funds were spent on spring and fall clean-up so reducing it to only one clean-up would help. He added it was something he was going to propose to the Council along with the rate increases. Council President Olstad said he had been asking Mr. Stordahl about this for some time to make things better. Council member Pokrzywinski said he had concerns about the roll off dumpsters, on weekends there was a line of vehicles waiting to dump things off in the greensite, and it would take more time to shovel things into the roll offs. He added he did see a value of having them but was not sure about the usability of them. There were no further questions.

This item will be brought back to a future meeting.

### **3. Request to Prepare Plans & Specifications for 17<sup>th</sup> Ave SE Sidewalk Extension – Steve Emery & Reid Huttunen**

Mr. Emery stated a request was received for a sidewalk connection from 17<sup>th</sup> Avenue SE to the Bygland Road sidewalk. He explained because of the location a culvert would be needed and listed possible funding sources to cover the costs of the project. He said it was being brought forward for discussion and to get direction from the Council. Council Vice-President Riopelle asked who would keep this sidewalk

cleaned. Mr. Huttunen said since it would be located in the right-of-way and staff already cleaned the sidewalks to the middle school on this section of Bygland Road, so it would be done by staff. Council member Larson said it would be expensive but helpful for residents as well as pull pedestrians away from the busy intersection of Bygland Road and 13<sup>th</sup> Street. Council member Vetter said this was a good idea and asked if there was an easement. Discussion followed about having to check on the easement, this used to be a road, but it could have been vacated, how the property owner was in favor of the project, and the area should be chosen to have the shortest sidewalk needed. Council member Pokrzywinski commented the sidewalk should be kept short because people would leave the sidewalk to cut through a different area. Council member Helms asked if pedestrians would be cutting across the cul-de-sac. Mr. Emery said that was the idea because of the minimal traffic that utilized the cul-de-sac. Council member Helms asked why they needed a 6-inch concrete sidewalk. Mr. Emery stated sometimes the ends of sidewalks were driven on, it would not be the case in this area, so they could go with four inch for the entire sidewalk.

This item will be brought back to a future meeting.

#### **4. 2025 Raise Application for South End Bridge Planning Study – Reid Huttunen**

Mr. Huttunen reminded the Council they had applied for the RAISE grant, the City did not get awarded the grant, and had a chance to review the criteria on how to improve the application to be considered as a highly recommended project or project of merit. He said the application needed to have scored high in at least six of the categories, the application scored high in five of the categories, and all future applications could help lock the project in as a project of merit going forward in future grant cycles if not awarded this cycle. He stated the group that included the City, the City of Grand Forks, Grand Forks County, and Polk County, would like to resubmit another application once the grant process reopens. He explained they would have 90 days to apply once the process opened, the last grant request was for \$7.5 million for planning funds, he expected to apply for the same amount of funding, and asked to apply for the funding.

Mr. Huttunen told the Council SRF and their subcontractor would put the application together, they were requesting an amended contract for the scope of work, there was still \$53,000 that was unbilled from the original contract, so it would be a change in scope while using the committed funds to complete the work. He said the grant process would cost \$35,753.41 for the grant planning and writing along with an additional \$8,610 that was authorized for any additional costs that was approved by staff otherwise it would not be used. He stated those funds could be used in areas that might need additional work for the application but would still be under the total amount of the remaining funds. Council President Olstad asked if all parties had to approve the change in scope. Mr. Huttunen said yes and all of the other bodies would have acted on this by the time the Council would be meeting on November 6<sup>th</sup>. Discussion followed about how there many conversations with the other entities on moving forward and it seems to be favorable at staff level. Council member Larson asked about strategies on how to improve the areas where the application did not score high on. Mr. Huttunen said the effort was to review all eight criteria to ensure they were able to score high in all categories. There were no further questions.

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

#### **5. 2025 Budget Update & Request for 2025 Law Enforcement Retention/Recruitment Bonuses – Reid Huttunen**

Mr. Huttunen said he had some general updates for the budget, the 2025 rates had not been received for

health insurance, he was expecting to see the results during the week, and get organized to share the information with staff so a final decision could be made to either stay with the current provider or make a change to ICHRA. He said that decision would make a large impact on the 2025 budget. He added he spoke with the Law Enforcement group about the retention and recruitment programs. He said if these programs were extended in 2025, the recruitment program costs were already accounted for in the 2025 budget, but the retention bonuses were not included in the budget so the request was being made to extend the MOU.

Council President Olstad said it was something that should be looked at and considered. He added hopefully the answers would come regarding health insurance. Chief Hedlund said they did appreciate the Council considering extending the retention program because he did think it was working. He stated they were still struggling to hire and they did lose a person to emergency management which was what he background was in. There were no other questions or comments.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE OCTOBER 22, 2024 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:46 P.M.**

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

*Voting Nay: None.*

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Megan Nelson, City Clerk

**UNAPPROVED MINUTES  
OF THE CITY COUNCIL  
CITY OF EAST GRAND FORKS  
WEDNESDAY, NOVEMBER 6, 2024 – 5:00 PM**

**CALL TO ORDER:**

*The Council Meeting of the East Grand Forks City Council for Wednesday, November 6, 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; Maggie Brockling, Economic Development Director; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Michael Hedlund, Police Chief, 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 October 15, 2024.

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE MINUTES OF THE “REGULAR MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 15, 2024.**

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

*Voting Nay: None.*

**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:**

2. Regular meeting minutes of the Water, Light, Power, and Building Commission for October 2, 2024.

**COMMUNICATIONS: NONE**

**OLD BUSINESS: NONE**

**NEW BUSINESS:**

3. Consider adopting Resolution No. 24-11-80 approving the naming of the outdoor rink the Jim Bradshaw Outdoor Rink and authorize additional sponsorship signage on the outside of the Blue Line Club.

**A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 24-11-80 APPROVING THE NAMING OF THE OUTDOOR RINK THE JIM BRADSHAW OUTDOOR RINK AND AUTHORIZE ADDITIONAL SPONSORSHIP SIGNAGE ON THE OUTSIDE OF THE BLUE LINE CLUB.**

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

*Voting Nay: None.*

4. Consider adopting Resolution No. 24-11-81 authorizing staff to enter into an agreement with SRF Consulting for the amended scope of work, including the Fiscal Year 2025 RAISE grant application utilizing funds from the original contract.

**A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 24-11-81 AUTHORIZING STAFF TO ENTER INTO AN AGREEMENT WITH SRF CONSULTING FOR THE AMENDED SCOPE OF WORK, INCLUDING THE FISCAL YEAR 2025 RAISE GRANT APPLICATION UTILIZING FUNDS FROM THE ORIGINAL CONTRACT.**

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

*Voting Nay: None.*

5. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152 continuing the recruitment incentives through December 31, 2025.

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND THE LAW ENFORCEMENT LABOR SERVICES LOCAL NO. 152 CONTINUING THE RECRUITMENT INCENTIVES THROUGH DECEMBER 31, 2025.**

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

*Voting Nay: None.*

6. Consider approving the Memorandum of Understanding between the City of East Grand Forks and the Law Enforcement Labor Services Local No. 152 continuing the Officer Retention Program through December 31, 2025.

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EAST GRAND FORKS AND THE LAW ENFORCEMENT LABOR SERVICES LOCAL NO. 152 CONTINUING THE OFFICER RETENTION PROGRAM THROUGH DECEMBER 31, 2025.**

Council Vice-President Riopelle asked to put this item on hold until the health insurance policy was done. Council member Larson asked if the request was being made to table this item. Council Vice-President Riopelle said yes. Council President Olstad asked if anyone wanted to table the item but there was no motion to table to item.

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

*Voting Nay: None.*

**CLAIMS:**

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

*Voting Nay: None.*

**COUNCIL/STAFF REPORTS:**

Mayor Gander thanked everyone that voted, this was the American process at its best, and there did not appear to be any contesting of election results. He thanked everyone that ran for office and thanked those that won their elections for their willingness to serve. He continued saying the recreation facilities will get some good long-term maintenance, the community has spoken, and the improvements will be done allowing the facilities to be used for years to come.

Council Member Pokrzywinski congratulated Mayor Gander, he congratulated everyone else that won their elections, and welcomed the new members to the city council.

Council Vice-President Riopelle thanks his constituents for their votes and he hoped he could live up to it.

Council Member Helms thanked all the candidates for running and congratulated those that won.

Council Member Larson thanked everyone for their support from the community, it was very important to him, and he congratulated everyone else that ran.

Council President Olstad thanked everyone that ran for office, that voted, and there was going to be two new members on the Council going forward. He added it was going to be an honor to represent the city and he was looking forward to it.

Mr. Huttunen echoed the congratulatory statements and would like to recognize the election judges, some that helped throughout the early voting process, and how the day started at 6am until almost 10pm. He said the elections were ran was done with the utmost integrity and people were able to get in and out. He also thanked Ms. Nelson for organizing the election process and for Ms. Kringlen for all her help with the elections. He commented how it was increasingly busy with close to 1100 people filing for absentee voting starting September 20<sup>th</sup> through November 4<sup>th</sup> which increased the workload on staff. He told the Council the cannabis ordinance was almost ready to go, the Planning Commission was going to review the zoning of the ordinance, and a public hearing was going to be held on November 19<sup>th</sup> along with the first reading of the ordinance. He added he would like to hold a special budget work session that would follow the council meeting because of the number of people that would be out and they should have more information about health insurance at that time.

Mr. Galstad said he had finalized the cannabis ordinance, requested for the work group to review, and there were a couple questions that needed to be answered.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE NOVEMBER 6, 2024 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:11 P.M.**

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

*Voting Nay: None.*

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Megan Nelson, City Clerk

**UNAPPROVED MINUTES  
OF THE SPECIAL MEETING  
CITY OF EAST GRAND FORKS  
TUESDAY, NOVEMBER 12, 2024 – 5:00 PM**

**REMINDER THERE IS NO WORK SESSION DUE TO LACK OF AGENDA  
ITEMS.**

**CALL TO ORDER:**

*The Special Meeting of the East Grand Forks City Council for Tuesday, November 12, 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, Dale Helms, Brian Larson, and Karen Peterson.*

*Staff Present: Maggie Brockling, Economic Development Director; Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Michael Hedlund, Police Chief, Reid Huttunen, City Administrator; Keith Mykleseth, Water and Light General Manager; and Megan Nelson, City Clerk.*

**DETERMINATION OF A QUORUM:**

*The Council President Determined a Quorum was present.*

**1. Canvassing of Local Election Results.**

Ms. Nelson stated the election information had been received earlier that day and sent out that afternoon. She reviewed there were two summary statements with one from election day and the other was from absentee voting, and the write-in tally information was included. She told the Council Ward 1 had a 90% turnout, 737 people voted on election day, and 338 voted by absentee, Ward 2 had an 86% turnout, 559 people voted on election day, and 359 voted by absentee, Ward 3 had a 71% turnout with 379 voting on election day and 169 voted by absentee, Ward 4 had an 83% turnout with 518 voting on election day, and 260 voted by absentee, and Ward 5 had an 82% turnout with 582 voting on election day and 299 voting by absentee. She added that most days leading up to the election 75 up to 95 people came in to vote absentee but the day before election day there were over 200 people that voted.

Ms. Nelson said the abstract had been included in the packet which needed to be signed and read off the election results that were listed for mayor and council positions along with the two sales tax questions. She stated that Mark Olstad, Brian Larson, Tami Schumacher, Timothy Riopelle, and Donald Casmeay would be starting their four-year terms in January of 2025 and with 59.01% and 58.60% the sales tax would be implemented for the recreation facilities projects. She asked for questions. There were none.

**2. Consider adopting Resolution No. 24-11-82 declaring election results from the 2024 General Election.**

**A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER HELMS, TO ADOPT RESOLUTION NO. 24-11-82 DECLARING ELECTION RESULTS FROM THE 2024 GENERAL ELECTION.**

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

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER HELMS, SECONDED BY COUNCIL MEMBER RIOPELLE, TO ADJOURN THE NOVEMBER 12, 2024 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:05 P.M.**

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

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Megan Nelson, City Clerk

## PUBLIC NOTICE

You are hereby notified that the East Grand Forks City Council will meet in the Council Chambers at City Hall located at 600 DeMers Ave on November 19, 2024 at 5:00 p.m., or as soon as possible thereafter, to consider amendments to Title 150 of the City Code, Land Usage, to add the new Cannabis Ordinance. Chapter 10, Zoning Regulations will also be amended for Zoning District Use purposes.

At this meeting, the City Council will review and approve the new Cannabis ordinance that addresses: 1) Zoning: to set place of permitted business operation by license type; 2) Time, Place, Manner of business operations; 3) Local Approval review process for MN State Licensing; 4) Retail Business Registration; and 5) Compliance Checks – age verification and compliance with local ordinances. Copies of the changes will be available to the public before such meeting at the Community Development Office at City Hall or can be mailed or emailed to those who request by contacting Nancy Ellis, City Planner at 218.773.0124 or [nellis@egf.mn](mailto:nellis@egf.mn). If you wish to comment on the said code changes, you are encouraged to attend this meeting.

Dated this 6<sup>th</sup> day of November 2024.

(please publish as a legal notice)  
(please publish as soon as possible)

# Request for Council Action

Date: November 19, 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: Approval of the Cannabis Ordinance – Public Hearing and First Reading

## RECOMMENDATION TO CITY COUNCIL:

Staff/Cannabis working group is presenting the attached Cannabis Ordinance to City Council for their review and approval. The Planning Commission reviewed the Zoning Portion of the Cannabis Ordinance on November 13, 2024, and has recommended approval of said Ordinance.

## BACKGROUND AND GENERAL INFORMATION:

This year, the city was tasked with preparing a Cannabis Ordinance to regulate cannabis businesses within the boundaries of the City of East Grand Forks. The city has conducted working group meetings that include council members, planning, police staff, the city attorney and city administration staff. Through discussion and review, we have provided the City Council with recommendations for the ordinance on registration and operation of registered retailers, inspections and responsibilities; zoning and other requirements- including buffers and matrix, sales regulations, training and enforcement.

The City Council is now set to review and approve the new Cannabis ordinance that addresses: 1) Zoning; to set place of permitted business operation by license type; 2) Time, Place, Manner of business operations; 3) Local Approval review process for MN State Licensing; 4) Retail Business Registration; and 5) Compliance Checks – age verification and compliance with local ordinances.

ZONING: MN State Law for Cannabis does not restrict how a Local Government sets its zoning designations for cannabis businesses, except that the municipality may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

- a. All Business types would be prohibited within all Zoning Districts if they are located:
  - i. within 550 Feet of a School
  - ii. Within 300 feet of a Licensed Childcare Center/Facility, Residential Treatment facility, or public park, playground, or athletic field.

**BUSINESS LICENSE TYPES & ZONING:** The State will offer 16 cannabis license types. The general approach City Staff is proposing is to locate retail type business locations within our commercial districts and local all cultivation, manufacturing, and all other business types within our industrial districts.

Within the Ordinance, is a chart detailing the 16 business license types offered by the State, and where we propose permitting their operation within our zoning code.

- No business license types will be permitted to operate within a residential district.
- We allow indoor only cultivation within the City. No outdoor growing/cultivation would be allowed within our City limits.

**NUMBER OF RETAIL LOCATIONS:**

1. Ordinance allows for a maximum of two (2) retail locations within the City.
  - a. One Location within the C-1 Downtown Commercial district
  - b. One location within the C-2 Highway Commercial District
  
2. Because we have placed this limitation on the number of retailers within the City, we will need to define a process in our Retail Registration procedure for determining how we will select the retail holder, in the event we receive more than 2 Retail business type applications from the State of MN.
  - a. Approach is as follows:
    1. First Come/First Serve in receiving licensee applications from the Office of Cannabis Management (OCM)
    2. Lottery system; to be used in the event we receive more than two licensee applications from OCM at the same time.

**BUSINESS REGISTRATION FEE:** The municipality shall require a Cannabis Business Registration, by ordinance. Fees for these registrations are set by State Law as listed below.

- b. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less
- c. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less

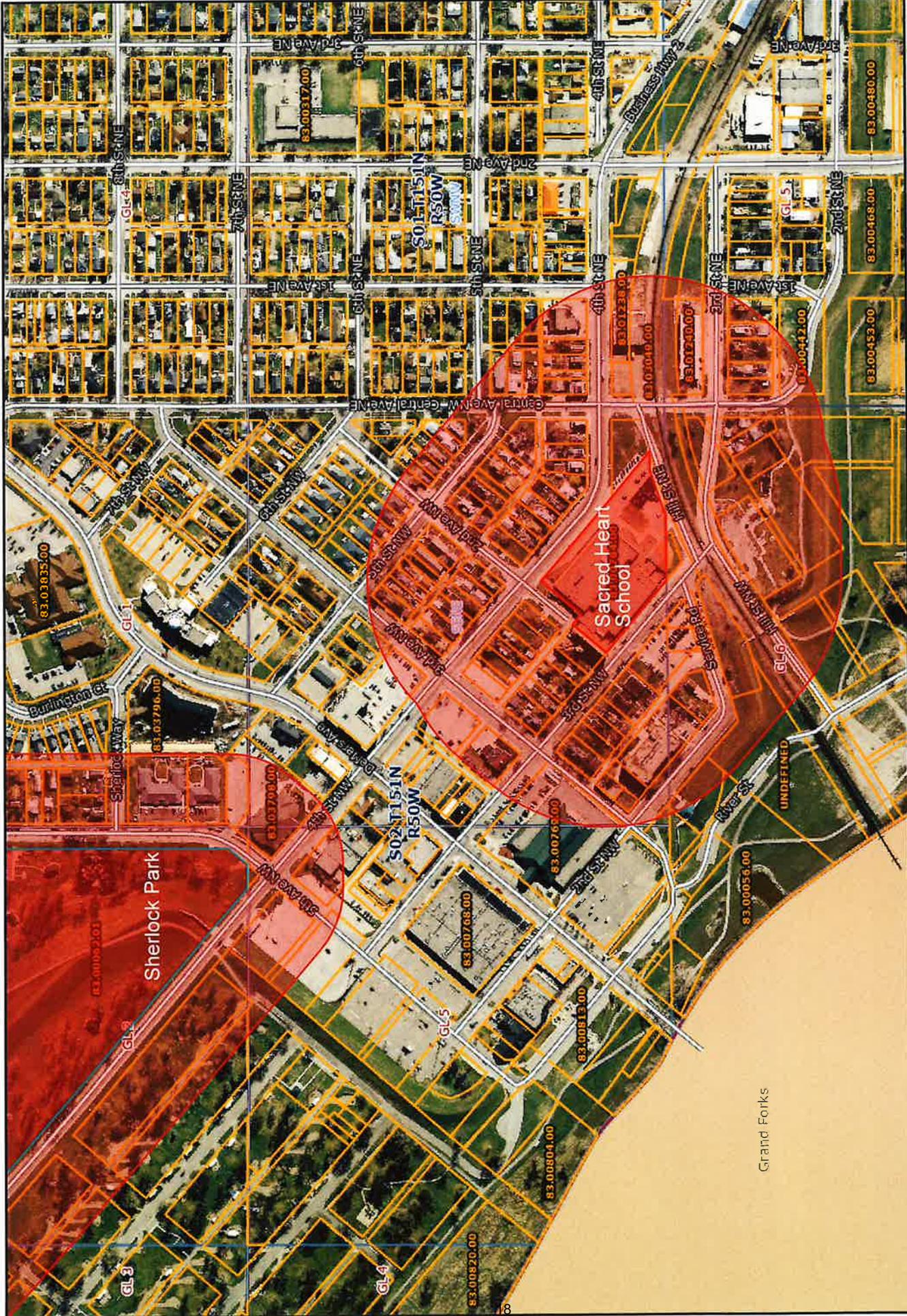
**RETAIL BUSINESS HOURS OF OPERATION:** Ordinance allowed retail business hours of operation:

- Monday through Saturday: 8:00 a.m. to 9:00 p.m.
- Sundays: 10:00 a.m. to 9:00 p.m.

**LOWER POTENCY HEMP EDIBLES:** The proposed ordinance will include a definition and section for Lower-Potency Hemp Edible Retail. Lower-Potency Hemp Edibles were legalized in MN prior to the legalization of adult-use cannabis and the City of EGF doesn't currently have any zoning code or ordinances in effect for this business type. The proposed zoning would continue to permit the lower-potency hemp edibles within our commercial districts, it would not limit the number of locations, and this license type would not be subject to the proposed buffer restrictions of the Adult-Use Cannabis business types.

**Enclosures:**

- Cannabis Ordinance
- Maps showing impact of proposed buffer zones



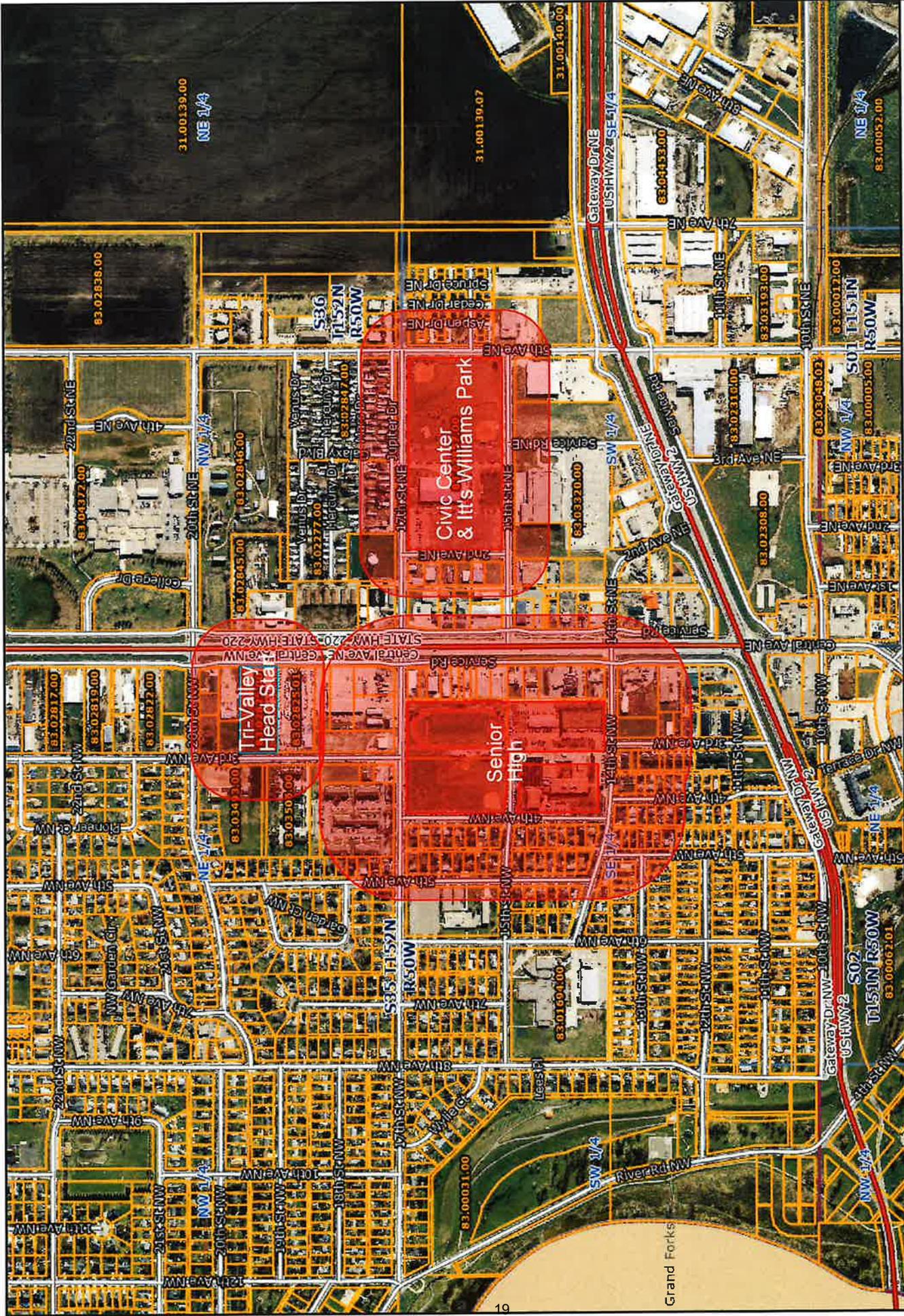
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

# C-1 550' schools and 300' parks

9/19/2024



Grand Forks

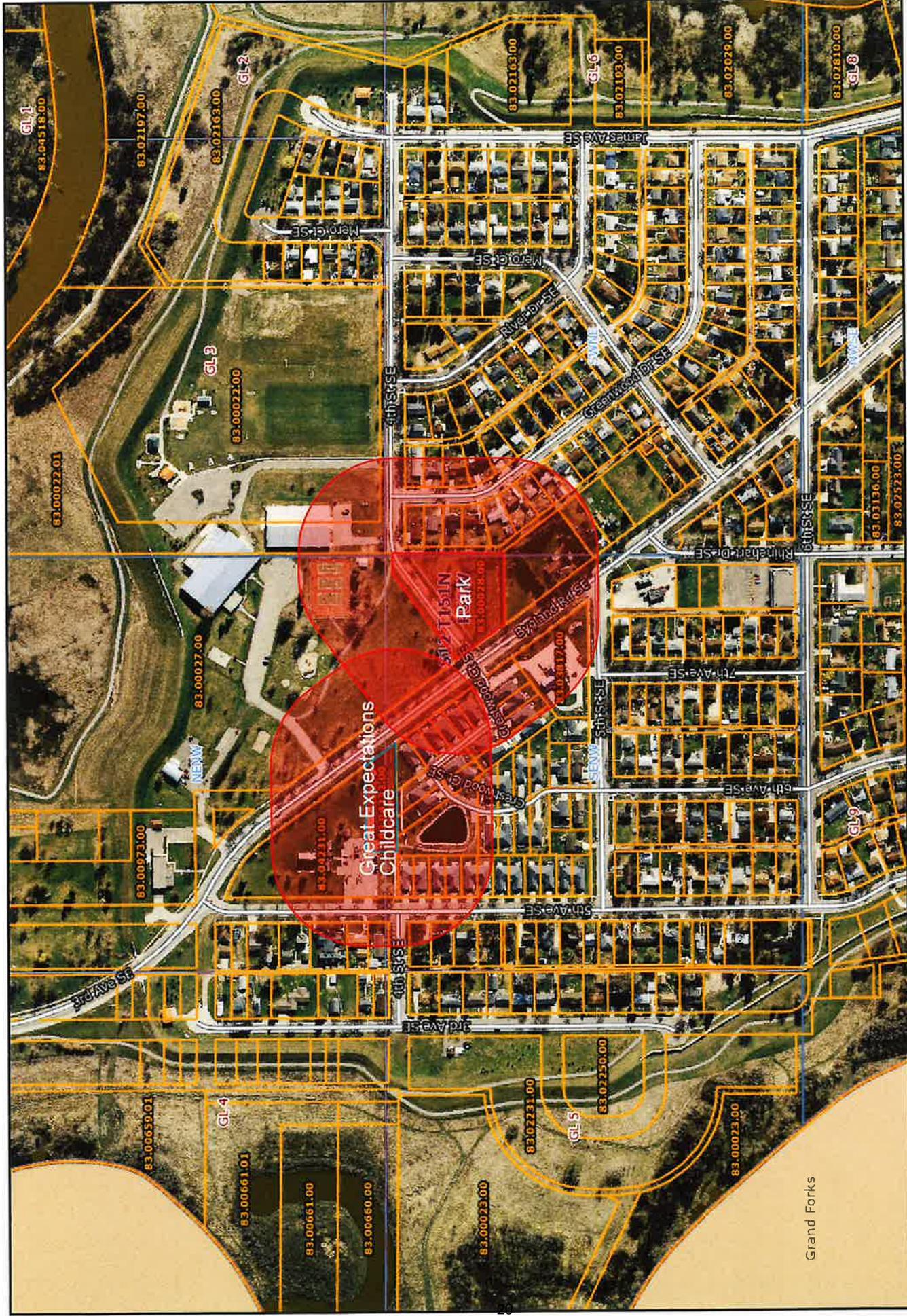


These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

## C-2 with 550' schools and 300' parks/daycare

9/19/2024

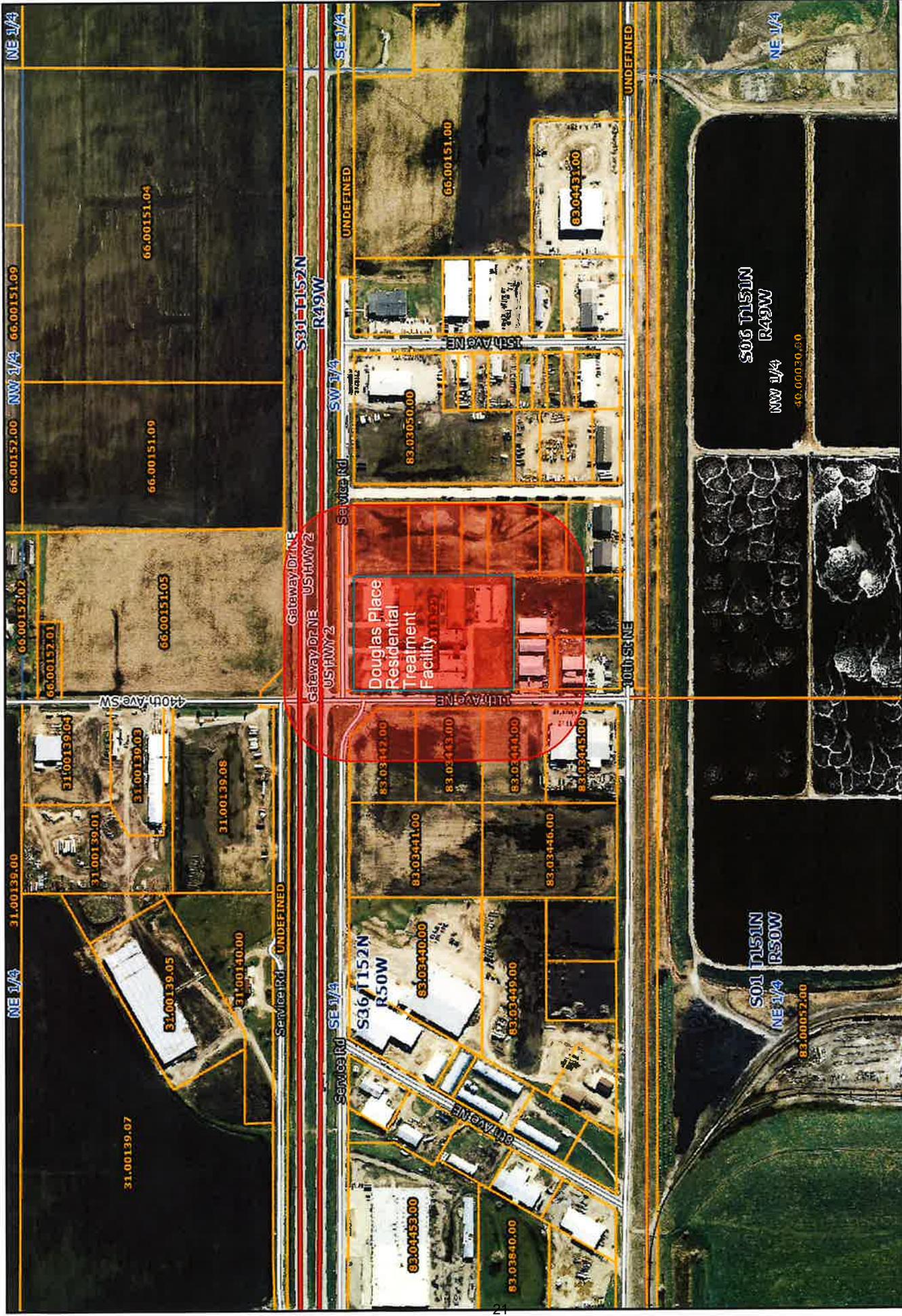




# South C-2 300' Buffer from Park and Daycare

10/27/2024

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



Douglas Place Residential Treatment Facility



Industrial Zoning

I-1 and I-2 with res facility buffer

7/1/2024

This data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

<b>State of MN Business License Type</b>	<b>C-1 Downtown Commercial</b>	<b>C-2 Highway Commercial</b>	<b>L-1 Light Industrial</b>	<b>L-2 General Industrial</b>
Microbusiness	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Mezzobusiness	Retail location only	retail location only	Non-retail operations only	Non-retail operations only
Retailer	Yes	Yes	No	No
Medical Cannabis Retailer	Yes	Yes	No	No
Medical Cannabis Combination Business	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Lower Potency Hemp Edible Retailer	Yes	Yes	No	No
Cultivator	No	No	Yes	Yes
Manufacturer	No	No	Yes	Yes
Wholesaler	No	No	Yes	Yes
Transporter	No	No	Yes	Yes
Testing Facility	No	No	Yes	Yes
Delivery Service	No	Yes	Yes	Yes
Low Potency Hemp Edible Manufacturer	No	No	Yes	Yes
Medical Cannabis Cultivator	No	No	Yes	Yes
Medical Cannabis Processor	No	No	Yes	Yes
Event Organizer / Temporary Cannabis Event	By Special Permit Only	By Special Permit Only	NO	No

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Northern Lights Figure Skating Club Previous Gambling Permit Number: X-94318-24-005

Minnesota Tax ID Number, if any: 41-1674893 Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: PO Box 132

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

Name of Chief Executive Officer (CEO): Deon Wawrzyniak

CEO Daytime Phone: 701-739-0059 CEO Email: nlfscpresident@yahoo.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal       Religious       Veterans       Other Nonprofit Organization

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

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

**A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division      Secretary of State website, phone numbers:  
60 Empire Drive, Suite 100      [www.sos.state.mn.us](http://www.sos.state.mn.us)  
St. Paul, MN 55103      651-296-2803, or toll free 1-877-551-6767

**IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): VFW Arena

Physical Address (do not use P.O. box): 711 3rd St SE

Check one:

City: East Grand Forks Zip: 56721 County: Polk

Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): 01/31/2025

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

Bingo       Paddlewheels       Pull-Tabs       Tipboards       Raffle

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

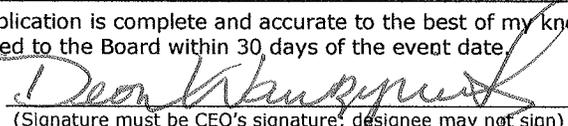
# LG220 Application for Exempt Permit

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>East Grand Forks</u></p> <p>Signature of City Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>_____</p> <p>Title: _____ Date: _____</p>
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### CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 11/06/2024

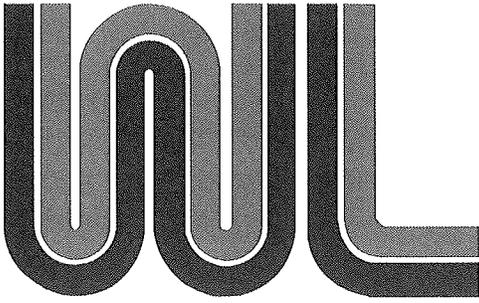
(Signature must be CEO's signature; designee may not sign)

Print Name: Deon Wawrzyniak

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p><input checked="" type="checkbox"/> a copy of your proof of nonprofit status; and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.



# East Grand Forks Water & Light Department

Business Office • PO Box 322  
600 Demers Ave. NW • East Grand Forks, MN 56721

Your Hometown Utility Since 1909

November 13, 2024

Mr. Reid Huttunen  
City Administrator  
PO Box 373  
East Grand Forks, MN 56721

Dear Mr. Huttunen:

Please turn the following accounts over for tax collection:

-Freedom Mortgage	901 Rhinehart Dr SE	\$273.67
-Eileen Nelson	607 11 <sup>th</sup> St NW	\$383.67
c/o Kimberly Nelson (Justin Nelson-Splichal)		

Please contact our office if you have any questions concerning the above.

Sincerely,

Keith Mykleseth  
General Manager

General  
Manager  
Keith Mykleseth  
218-773-1163

Secretary of  
Commission  
Kristen Shipes  
218-773-1163

Distribution  
Superintendent  
Todd Grabanski  
218-773-0515

Water Plant  
Superintendent  
Brian Johnson  
218-773-1511

**RESOLUTION NO. 24 – 11 - 83**

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

WHEREAS, the City Water and Light Department has extended services to owners of property within the community; and

WHEREAS, there are accounts that are delinquent in payment for said services; and

WHEREAS, the Water and Light Department can request the City to pass a resolution and extend the delinquent account to the County Auditor for placement on the tax rolls which are collected by the County Treasurer; and

NOW THEREFORE BE IT RESOLVED, that the City Council of East Grand Forks, Minnesota, authorizes the City Administrator per City Code Title V, Section 50.27, Paragraph B, to certify the following delinquent accounts to the County Auditor for collection with the 2025 Real Estate Taxes:

<u>Name of Property Owner</u>	<u>Address</u>	<u>Delinquent Amount</u>
Freedom Mortgage	901 Rhinehart Dr SE	\$273.67
Eileen Nelson c/o Kimberly Nelson	607 11 <sup>th</sup> St NW	\$383.67

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

The President declared the resolution passed.

Passed: November 19, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 19<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Mayor

## RESOLUTION NO. 24 – 11 - 84

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

WHEREAS, the following property did not comply with City grass control regulations; and

WHEREAS, the City hired said property to be mowed and brought back into compliance after due notice was given; and

NOW THEREFORE BE IT RESOLVED that the City Council hereby orders that the following costs, with interest charged at 10% per year beginning on January 1, 2025, for mowing grass on the respective properties be certified to the County Auditor for collection with the 2025 real estate taxes:

<u>Parcel #</u>	<u>Legal Description of Property</u>	<u>Original Cost</u>	<u>Cost with Interest</u>
83.04479.00	Lot A Garden Valley 6 <sup>th</sup> Resubd	\$390.00	\$429.00

*Voting Aye:*

*Voting Nay:*

*Absent:*

The President declared the resolution passed.

Passed: November 19, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 19<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Mayor

Service Address  
 CITY OF EGF - CITY MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN 56721



Cust # 2829  
 WORK PH: (218) 773-8939  
 PRINTED: 7/31/2024 RBOSM

RTE / DAY CD: NE\_EGF / .1  
 SCHEDULED: 7/30/2024  
 SIZE: 0.01  
 SINCE DATE: 8/16/2022  
 APPT: 7/30/2024  
 Randy Bosma Lic # 10019882 ND-20114339 M

SEQ #: 0  
 MHRS: 0:58

Directions		Scheduled Programs	Today's Services	Sold By	Price	Customer and Service Notes
			WM Weekly Mowing	RBOSMA	195.00	MOWING AT 630 20th st NW EAST GRAND FORKS MN 56721
Map	Scheduled Specials		Total \$	After Adj.	Tax	Net \$
	WM		\$195.00	\$195.00	\$0.00	\$195.00
Flag	Cds					
Date	CD	ID	Amount	Products	Conditions	Notes
6/6/2023	S	WM	RBO	175.00		Mowing one time Front and back @ 11
6/14/2023	P	VI	TBO	-175.00		
6/29/2023	P	VI	TBO	-175.00		
8/24/2023	S	WM	RBO	175.00		Mowing of the empty lot next to Food S
10/16/2023	S	SC	PLIG	300.00		Mowing property @ 314 Mer
12/13/2023	P	VI	TBO	-300.00		
7/30/2024	S	WM	JGA	195.00		MOWING AT 630 20th st NWEAST GRAND FORKS MN 56721

M & W Services, Inc. dba Fert-L-Lawn  
 (218) 773-0901



Invoice # 24369

MOWING AT 630 20th st NW EAST GRAND FORKS  
 MN 56721

**Weekly Mowing \$195.00**

CITY OF EGF - CITY  
 MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN  
 56721

2829

Randy Bosma Lic # 10019882 ND-2011

7/30/2024

Today's Invoice Charge 195.00

Today's Total 195.00

**Please Remit \$195.00**

Please pay within 10 days. Net 30 days  
 1.5% thereafter. Please call with any  
 questions about your lawn.

For a change in service, please call our office.

M & W Services, Inc. dba Fert-L-Lawn  
 1222 Gateway Drive NE  
 East Grand Forks, MN 56721



Billing Address  
 CITY OF EGF - CITY MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN 56721

Charge My:  M/C  VISA  Exp: / /

Card #: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Security Code: \_\_\_\_\_

Customer # 2829 Invoice # 24369

Today's Invoice Charge 195.00

Today's Total 195.00

M & W Services, Inc. dba Fert-L-Lawn  
 1222 Gateway Drive NE  
 East Grand Forks, MN 56721

**Please Remit \$195.00**

For a change in service, please call our office.



Service Address  
 CITY OF EGF - CITY MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN 56721



M & W Services, Inc. dba Fert-L-Lawn  
 Cust # 2829  
 WORK PH: (218) 773-8939  
 PRINTED: 10/21/2024 RBOS

RTE / DAY CD: NE-EGF / 1  
 SCHEDULED: 9/9/2024  
 SIZE: 0.01  
 MHS: 0.56  
 SINCE DATE: 8/16/2022  
 APPT: 9/9/2024  
 Randy Bosma Lic # 10019882 ND-20114339 M

Directions		Scheduled Programs	Today's Services	Sold By	Price	Customer and Service Notes
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Map		Scheduled Specials	Total \$	After Adj.	Tax	Net \$
			\$195.00	\$195.00	\$0.00	\$195.00
Flag Cds						
Date	CD	ID	Amount	Products	Conditions	Notes
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10/16/2023	S	SC	PLIG	300.00		Mowing property @ 314 Mero Ct SE E
12/13/2023	P	VI	TBO	-300.00		
7/30/2024	S	WM	JGA	195.00		MOWING AT 630 20th st NWEAST GR
8/23/2024	P	CH	TBO	-195.00		
9/3/2024	S	TP	BGO	300.00		WEEDING ROCK BEDS AT AT 1622 2
9/3/2024	S	WM	JGA	300.00		1 time MowMOWING AT 1622
9/24/2024	P	CH	TBO	-600.00		
10/21/2024	S	WM	KSPI	195.00		

M & W Services, Inc. dba Fert-L-Lawn  
 (218) 773-0901



Invoice # 28347

MOWING AT 630 20th st NW EAST GRAND FORKS  
 MN 56721

Weekly Mowing \$195.00

CITY OF EGF - CITY  
 MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN  
 56721

2829

Randy Bosma Lic # 10019882 ND-2011

10/21/2024

Today's Invoice Charge 195.00

Today's Total 195.00

Please Remit \$195.00

Please pay within 10 days. Net 30 days  
 1.5% thereafter. Please call with any  
 questions about your lawn.

For a change in service, please call our office.

M & W Services, Inc. dba Fert-L-Lawn  
 1222 Gateway Drive NE  
 East Grand Forks, MN 56721



Billing Address  
 CITY OF EGF - CITY MOWING  
 NANCY ELLIS  
 600 Demers Ave  
 East Grand Forks, MN 56721

Charge My:  MC  V  A  Exp: / /

Card #: \_\_\_\_\_

Signature: \_\_\_\_\_ Security Code: \_\_\_\_\_

Customer # 2829 Invoice # 28347

Today's Invoice Charge 195.00

Today's Total 195.00

M & W Services, Inc. dba Fert-L-Lawn  
 1222 Gateway Drive NE  
 East Grand Forks, MN 56721

Please Remit \$195.00

630 20th st NW

For a change in service, please call our office.



# Request for Council Action

Date: 11/14/24

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 Declare Voting Equipment as Surplus and Dispose

---

The City used to conduct yearly elections for city positions. That has since changed with all city elections taking place every two years during the general election. There are many old ballot boxes, old voting booths, and old tables that have not been used for quite a few years now. Staff is requesting to declare the following items as surplus and dispose of them.

15 ballot boxes – various sizes

6 sets of standing voting booths – the booths are in really rough shape and staff has not been able to find replacement parts for them

5 tables for automark machine – these were replaced by the omni-ballot machines and they do not fit on the tables.

6 handicap tables – these used to be utilized when the city only offered the standing voting booths but now we utilize tables for all booths – staff will see if another community can use these tables.

# Request for Council Action

Date: November 13, 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:

RE: Request to Declare Tasers and Associated Equipment as Surplus Property

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**Background:** The East Grand Forks Police Department has recently converted from using older style model Tasers (Model X2 and Model X26P) to the modern and more effective Taser 10. We have now completed training for all of our staff on the new Tasers. We would like to have the old equipment declared as surplus property for the purpose of selling the old Tasers and related equipment to other law enforcement agencies that are still using that equipment.

**Recommendation:** That the East Grand Forks City Council declare the equipment listed on the attached list as surplus property so that it may be sold to other law enforcement agencies.

**Budgetary Impact:** The new equipment has been purchased and is in use. The sale of the surplus equipment can help offset some of that expense.

**Enclosures:** List of Tasers/Taser related equipment to be provided at the Council Meeting on Tuesday November 19, 2024.

# East Grand Forks Police Department

## Taser Surplus Equipment

Item:	Quantity:
Taser X2 Devices	7
Taser X26P Devices	7
Tactical Performance Power Magazines (TPPM)	7
Taser X2 Inert Cartridges	2
Taser X2 25' Cartridges	21
Taser X2 15' Cartridges	29
Taser X26P 25' Cartridges	12
Taser X26P 15' Cartridges	9
Taser X26P Holsters	4
Taser X2 Holsters	14
Taser Download Cable	1

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on October 16, 2024, at 8:00 am in the City Council Chambers.

Present: Grinde, Quirk, Rapacz, Riopelle

Absent: None

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

Keith Mykleseth, General Manager, administered the Oath of Office for Commissioner Rapacz.

It was moved by Commissioner Quirk supported by Commissioner Riopelle to approve the minutes of the previous regular meeting held on October 2, 2024.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,735,795.88.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

It was moved by Commissioner Quirk supported by Commissioner Rapacz to adjourn at 8:24 am to the next regular meeting on November 6, 2024, at 8:00 am to be held in the City Council Chambers.

Voting Aye: Grinde, Quirk, Rapacz, Riopelle

Voting Nay: None

Kristen Shipes  
Commission Secretary

# Request for Council Action

Date: November 19, 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: Approval of the Cannabis Ordinance – Public Hearing and First Reading

## RECOMMENDATION TO CITY COUNCIL:

Staff/Cannabis working group is presenting the attached Cannabis Ordinance to City Council for their review and approval. The Planning Commission reviewed the Zoning Portion of the Cannabis Ordinance on November 13, 2024, and has recommended approval of said Ordinance.

## BACKGROUND AND GENERAL INFORMATION:

This year, the city was tasked with preparing a Cannabis Ordinance to regulate cannabis businesses within the boundaries of the City of East Grand Forks. The city has conducted working group meetings that include council members, planning, police staff, the city attorney and city administration staff. Through discussion and review, we have provided the City Council with recommendations for the ordinance on registration and operation of registered retailers, inspections and responsibilities; zoning and other requirements- including buffers and matrix, sales regulations, training and enforcement.

The City Council is now set to review and approve the new Cannabis ordinance that addresses: 1) Zoning; to set place of permitted business operation by license type; 2) Time, Place, Manner of business operations; 3) Local Approval review process for MN State Licensing; 4) Retail Business Registration; and 5) Compliance Checks – age verification and compliance with local ordinances.

ZONING: MN State Law for Cannabis does not restrict how a Local Government sets its zoning designations for cannabis businesses, except that the municipality may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

- a. All Business types would be prohibited within all Zoning Districts if they are located:
  - i. within 550 Feet of a School
  - ii. Within 300 feet of a Licensed Childcare Center/Facility, Residential Treatment facility, or public park, playground, or athletic field.

**BUSINESS LICENSE TYPES & ZONING:** The State will offer 16 cannabis license types. The general approach City Staff is proposing is to locate retail type business locations within our commercial districts and local all cultivation, manufacturing, and all other business types within our industrial districts.

Within the Ordinance, is a chart detailing the 16 business license types offered by the State, and where we propose permitting their operation within our zoning code.

- No business license types will be permitted to operate within a residential district.
- We allow indoor only cultivation within the City. No outdoor growing/cultivation would be allowed within our City limits.

**NUMBER OF RETAIL LOCATIONS:**

1. Ordinance allows for a maximum of two (2) retail locations within the City.
  - a. One Location within the C-1 Downtown Commercial district
  - b. One location within the C-2 Highway Commercial District
  
2. Because we have placed this limitation on the number of retailers within the City, we will need to define a process in our Retail Registration procedure for determining how we will select the retail holder, in the event we receive more than 2 Retail business type applications from the State of MN.
  - a. Approach is as follows:
    1. First Come/First Serve in receiving licensee applications from the Office of Cannabis Management (OCM)
    2. Lottery system; to be used in the event we receive more than two licensee applications from OCM at the same time.

**BUSINESS REGISTRATION FEE:** The municipality shall require a Cannabis Business Registration, by ordinance. Fees for these registrations are set by State Law as listed below.

- b. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less
- c. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less

**RETAIL BUSINESS HOURS OF OPERATION:** Ordinance allowed retail business hours of operation:

- Monday through Saturday: 8:00 a.m. to 9:00 p.m.
- Sundays: 10:00 a.m. to 9:00 p.m.

**LOWER POTENCY HEMP EDIBLES:** The proposed ordinance will include a definition and section for Lower-Potency Hemp Edible Retail. Lower-Potency Hemp Edibles were legalized in MN prior to the legalization of adult-use cannabis and the City of EGF doesn't currently have any zoning code or ordinances in effect for this business type. The proposed zoning would continue to permit the lower-potency hemp edibles within our commercial districts, it would not limit the number of locations, and this license type would not be subject to the proposed buffer restrictions of the Adult-Use Cannabis business types.

**Enclosures:**

- Cannabis Ordinance
- Maps showing impact of proposed buffer zones

**ORDINANCE NO. 43, 4th SERIES**

**AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE XI, BY ADDING CHAPTER 120, AN ORDINANCE TO REGULATE CANNABIS AND LOWER-POTENCY HEMP EDIBLE BUSINESSES AND AUTHORIZING CHAPTER 152 ZONING DISTRICTS TO THE LAND USAGE TITLE XV TO OPERATE THE BUSINESSES WITHIN THE CITY OF EAST GRAND FORKS AND BY ADOPTING BY REFERENCE CITY CODE CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.**

**THE CITY OF EAST GRAND FORKS DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** The East Grand Forks City Code is amended to include the following:

**SECTION 120.01. STATEMENT OF PURPOSE.**

A. Findings and Purpose.

The city of East Grand Forks makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city of East Grand Forks to protect the public health, safety, welfare of the city of East Grand Forks residents by regulating cannabis businesses within the legal boundaries of the city of East Grand Forks.

The city of East Grand Forks finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the city of East Grand Forks, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

**SECTION 120.02 GENERAL PROVISIONS.**

A. Authority & Jurisdiction.

The city of East Grand Forks has the authority to adopt this ordinance pursuant to:

1. Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

2. Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

3. Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.

4. Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

B. Severability.

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

C. Public Nuisance Declared

A violation of this Ordinance and State law concerning retail of cannabis, hemp, or products containing cannabis or hemp are hereby declared to constitute public nuisances. All rights and remedies accruing to the city of East Grand Forks, at law or in equity, in preventing and abating public nuisances accrue with respect to violations occurring hereunder.

D. Enforcement.

The City Administrator, designated officials, and the East Grand Forks Police are responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether a permit is required for a regulated activity listed in this ordinance.

E. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment, or an event licensed to permit. See also **SECTION 130.08 PROHIBITION OF USE OF CANNABIS PRODUCTS IN PUBLIC PLACE** in the City code.

**SECTION 120.03 DEFINITIONS.**

A. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

1. Approved products. Any cannabis plants, cannabis flower, cannabis products, artificially derived cannabinoids, and lower-potency hemp edibles that are a product category approved by the Office of Cannabis Management and that comply with Chapter 342 and rules adopted pursuant to Chapter 342 regarding testing, packaging, and labeling of cannabis plants, cannabis flower, cannabis products, artificially derived cannabinoid products, as defined in Minn.Stat.Ch.342.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis products to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Delivery sale: The sale of any approved products and medical cannabinoid products to any person for personal consumption and not for resale when the sale is conducted by means other than in-person, over-the-counter sales transaction in a registered retail establishment. Delivery sale includes but is not limited to the sale of any approved product and medical cannabinoid product when the sale is conducted by telephone, other voice transmission, mail, internet, or app-based service. Delivery sale includes delivery by registered retail establishments or third parties by any means, including curbside pickup.
7. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
8. Lower-potency hemp edible retailer. Any place of business with a preapproved license, license, or endorsement to sell lower-potency hemp edible products to the public from the Office of Cannabis Management and that has a lower-potency hemp retail registration from the city.
9. Medical Cannabinoid product. “Medical Cannabinoid product” as defined in Minn. Stat. 342.01, subd. 52, as amended from time to time.
10. Medical cannabis combination business. “Medical Cannabis combination business” as described in Minn. Stat. 342.515, as amended from time to time.
11. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

12. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.
13. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
14. Public Place: A public park or trail, public street, parking lot or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
15. Registered cannabis retail business. Any cannabis business with a preapproved license, license, or endorsement from the Office of Cannabis Management for retail sales of approved products or medical cannabinoid products and that has a retail registration from a local unit of government.
16. Registered retail establishment. Refers to registered cannabis retail businesses, medical cannabis combination business with retail sales, and lower-potency hemp edible retailers.
17. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
18. Retail establishment. Any place of business where products are available for sale to the general public. “Retail establishment” includes but is not limited to, grocery stores, tobacco product shops, convenience stores, liquor stores, gasoline service stations, bars, restaurants.
19. Retail Registration: An approved registration issued by the city of East Grand Forks to a state-licensed Registered Retail Establishment.
20. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
21. State License: An approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business or Lower-potency hemp edible business.

**SECTION 120.04. REGISTRATION AND OPERATION OF REGISTERED RETAILERS.**

A. License required.

No individual or entity may sell or offer to sell any approved product or medical cannabinoid product without first having obtained a license or retail endorsement to do so from the Office of Cannabis Management.

B. Registration Required.

No person shall sell or offer to sell any approved product or medical cannabinoid product without first being granted a registration by the city. Operating a retail establishment is a violation of this Ordinance and of Minn. Stat. 342.22, subd. 5(e ) and is subject to a civil penalty of up to \$2,000 for each violation.

C. Compliance Checks Prior to Retail Registration.

Prior to issuance of a cannabis retail business registration, the city of East Grand Forks may conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, The city of East Grand Forks shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

D. Registration & Application Procedure.

1. Fees.

a. A registration fee, as established in the city of East Grand Forks's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

b. An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

c. Any renewal retail registration fee imposed by The city of East Grand Forks shall be charged at the time of the second renewal and each subsequent renewal thereafter.

d. A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

e. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

E. Application Submittal.

The city of East Grand Forks shall issue a retail registration to a state-licensed registered retailer that adheres to the requirements of Minn. Stat. 342.22.

1. An applicant for a retail registration shall fill out an Application form, as provided by the city of East Grand Forks. Said form shall include, but is not limited to:

- a. Full name of the property owner and applicant;
- b. Address, email address, and telephone number of the applicant;
- c. The address and parcel ID for the property which the retail registration is sought;
- d. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

2. The applicant shall include with the form:

- a. the registration fee as required in D 1 above in this section;
- b. a copy of a valid state license or valid state ID; and
- c. written notice of OCM license preapproval.

3. Once an application is considered complete, the City Clerk shall inform the applicant as such, process the registration fees, and forward the application to the City Council for approval or denial.

4. The registration fee shall be non-refundable once processed.

F. Application Approval.

1. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 120.05 paragraph J , subd. 5 below. The approval is on a first come, first served basis. If multiple applications are presented the City will have a lottery to determine the approved application.

2. A state-licensed Registered Retailer application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

3. A state-licensed Registered Retailer application shall not be approved if it is not current on all property taxes and assessments at the location where the business is located.

**SECTION 120.05. INSPECTION, RESPONSIBILITY, PERMITS AND LICENSES.**

A. Inspection Requirements. Every license holder in Minnesota is required to follow and comply with inspection requirements imposed by state law or regulations. In addition, every registered retail establishment shall allow any peace officer, health officer, or properly designated officer or employee of the County at all reasonable hours to enter the business premises to inspect the premises for the purpose of determining compliance with the provisions of State law and this Ordinance.

B. The city of East Grand Forks shall complete at minimum one compliance check per calendar year of every Registered Retail establishment to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this ordinances.

C. The city of East Grand Forks shall conduct at minimum one unannounced age verification compliance check at least once per calendar year. Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government. Any failures under this section must be reported to the Office of Cannabis Management.

D. License Holder Responsibility.

Every Registered Retailer and Cannabis Event Organizer License holder is responsible for conduct on the licensed or permitted premises and any sale of cannabis, hemp, or products containing cannabis or hemp by an employee is the act of the License holder for the purposes of all provisions of this Ordinance.

E. Permits and License Required.

No person, business, nor any other entity shall sell, offer to sell, or possess with intent to sell any cannabis, hemp, or any product containing cannabis or hemp without having first obtained the necessary permits and license to do so.

F. Location Change.

If a state-licensed Registered Retailer seeks to move to a new location still within the legal boundaries of the city of East Grand Forks, it shall notify the city of East Grand Forks of the proposed location change and submit necessary information to meet all the criteria in this ordinance.

G. Renewal of Registration.

The city of East Grand Forks shall renew the annual registration of a state-licensed Registered Retail establishment at the same time OCM renews the business' license.

A state-licensed Registered Retail establishment shall apply to renew registration on a form established by the city of East Grand Forks.

A Registered Retail establishment registration issued under this ordinance shall not be transferred.

H. Renewal Fees.

The city of East Grand Forks may charge a renewal fee for the registration as established in the city of East Grand Forks's fee schedule.

I. Renewal Application.

The application for renewal of a retail registration shall include but is not limited to items required under Section 120.04 D of this Ordinance.

J. Suspension of Registration.

1. When Suspension is Warranted.

The city of East Grand Forks may suspend a Registered Retailer's registration if it violates the ordinance of the city of East Grand Forks or poses an immediate threat to the health or safety of the public. The city of East Grand Forks shall immediately notify the Registered Retailer in writing the grounds for the suspension.

2. Notification to OCM.

The city of East Grand Forks shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the city of East Grand Forks and Registered Retail establishment with a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

3. Length of Suspension.

The suspension of a Registered Retail establishment's registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The city of East Grand Forks shall reinstate a registration if OCM determines that the violation(s) have been resolved.

The Civil penalty procedure is outlined in Section 120.10, Enforcement of this ordinance.

4. Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the city of East Grand Forks may impose a civil penalty, as specified in the city of East Grand Forks's Fee Schedule, for registration violations, not to exceed \$2,000.

5. Limiting of Registrations

**THE CITY OF EAST GRAND FORKS SHALL LIMIT THE NUMBER OF CANNABIS RETAIL BUSINESSES TO TWO (2). ONE (1) RETAIL BUSINESS IN THE C-1 DOWNTOWN COMMERCIAL DISTRICT AND ONE (1) RETAIL BUSINESS IN THE C-2 HIGHWAY COMMERCIAL DISTRICT.**

**THE CITY OF EAST GRAND FORKS HAS NO LIMIT TO THE NUMBER OF LOWER-POTENCY HEMP EDIBLE RETAIL LICENSED ESTABLISHMENTS, HOWEVER, THE ESTABLISHMENT MUST BE LOCATED IN A C-1 DOWNTOWN COMMERCIAL DISTRICT OR IN A C-2 HIGHWAY COMMERCIAL DISTRICT.**

**SECTION 120.06. REQUIREMENTS FOR REGISTERED RETAIL ESTABLISHMENTS**

A. Minimum Buffer Requirements

The city of East Grand Forks shall prohibit the operation of a Registered Retail establishment within 550 feet of a school and within 300 feet of a day care, residential treatment facility or park or playground, or athletic field. The buffer zone shall be measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of the location eligible for minimum buffer requirements. Pursuant to Minn. Stat. 462.367 subd. 14, nothing this Section 6 shall prohibit an active Registered Retailer seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, or a public park moves within the minimum buffer zone. **THE MINIMUM BUFFER REQUIREMENTS DO NOT APPLY TO LOWER-POTENCY HEMP EDIBLE RETAIL LICENSED ESTABLISHMENTS.**

B. Zoning and Land Use

Cannabis related businesses and Lower potency hemp edible retail establishments are a permitted use in the zoning districts as designated in the following chart. Further the Cannabis business and Lower-potency hemp edible retailers must follow all the performance standards in the designated districts.

State of MN Business License Type	C-1 Downtown Commercial	C-2 Highway Commercial	L-1 Light Industrial	L-2 General Industrial
Microbusiness	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Mezzobusiness	Retail location only	retail location only	Non-retail operations only	Non-retail operations only
Retailer	Yes	Yes	No	No
Medical Cannabis Retailer	Yes	Yes	No	No
Medical Cannabis Combination Business	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Lower Potency Hemp Edible Retailer	Yes	Yes	No	No
Cultivator	No	No	Yes	Yes
Manufacturer	No	No	Yes	Yes
Wholesaler	No	No	Yes	Yes
Transporter	No	No	Yes	Yes
Testing Facility	No	No	Yes	Yes
Delivery Service	No	Yes	Yes	Yes
Low Potency Hemp Edible Manufacturer	No	No	Yes	Yes
Medical Cannabis Cultivator	No	No	Yes	Yes
Medical Cannabis Processor	No	No	Yes	Yes
Event Organizer	By Special Permit Only	By Special Permit Only	By Special Permit Only	By Special Permit Only

**ONLY INDOOR CULTIVATION IS ALLOWED IN THE CITY OF EAST GRAND FORKS; NO OUTDOOR GROWING OR CULTIVATION IS ALLOWED WITHIN THE CITY LIMITS EXCEPT FOR HOME CULTIVATION FOR PERSONAL USE PER MINNESOTA STATUTE § 342.09 SUBDIVISION 2.**

C. Hours of Operation.

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, between the hours of 8:00 AM and 9:00 PM Monday through Saturday and 10:00 AM and 9:00 PM on Sundays. **THE LIMITATIONS OF THIS PARAGRAPH DO NOT APPLY TO MEDICAL CANNABIS COMBINATION BUSINESSES NOR TO LOWER-POTENCY HEMP EDIBLE RETAILERS.**

D. Advertising-Signs.

Registered Retail Establishments are required to follow all general provisions and performance standards of Chapter 152 of the Municipal Code regarding signage.

**SECTION 120.07. RETAIL SALES REGULATIONS.**

A. Operational and Sales Regulations.

Every licensee is required to follow and comply with all general operational requirements and prohibitions and retail sales laws and regulations for retail Cannabis businesses and Lower-potency hemp edibles imposed by the State of Minnesota. See Minnesota Statute sections 342.24 and 342.27. Any violation of the requirements of state law or agency rule pertaining to the retail sale of cannabis or hemp, or products containing cannabis or hemp, shall also constitute a violation of this Ordinance.

1. The following is a partial list of operational and sale violations for cannabis businesses with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products:

a. permitting an individual to consume cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products within its licensed premises unless the business is licensed to permit on-site consumption;

b. permitting an employee to consume cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products within its licensed premises; Except that it is not a violation to permit an employee who is in the Registry Program to consume medical cannabis flower and medical cannabinoid products. It is also not a violation for an employee to sample cannabis or hemp for quality control but may not do so while interacting with customers for at least three hours after sampling. Sampling by quality control employee is limited to three samples in a 24-hour period. All samples must be recorded in the statewide monitoring system, see Minnesota Statutes section 342.24 subd. 1(a)(b)(c) ;

c. failing to conspicuously mark all areas of entry to restricted areas within the licensed premises, see Minnesota Statutes section 342.24 subd. 3;

d. permitting any individual, other than an employee of OCM, a law enforcement officer or a worker hired by and escorted by cannabis business staff, or an employee of the cannabis business, to enter a restricted area within the licensed premises, see Minnesota Statutes section 342.24 subd. 3(1)(2)(3).

e. the retail area where customers are permitted may include a display area where a single sample of the cannabis flower and cannabis products available for sale are displayed and labeled. All other cannabis flower and cannabis products must be stored in the secure storage area. Samples of cannabis flower, cannabis products, lower-potency hemp edibles or hemp-derived consumer products which

are used for display may not be sold. See Minnesota Statutes section 342.27 subd. 5.

f. failing to post all notices required by the OCM, including but not limited to: (1) information on any product recalls; (2) a statement that operating a motor vehicle under the influence of intoxicating cannabinoids is illegal; and (3) a statement that cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products are only intended for consumption by individuals who are at least 21 years of age. See Minnesota Statutes section 342.27 subd. 6.

g. failing to maintain compliance with security requirements established by the OCM, including but not limited to requirements for maintaining video surveillance records, using specific locking mechanisms, establishing secure entries, and the number of employees working at all times. See Minnesota Statutes section 342.27 subd. 9.

h. failing to keep all lighting outside and inside the dispensary in good working order and sufficient wattage for security cameras. See Minnesota Statutes section 342.27 subd. 10.

i. failing to limit the acceptance of deliveries of cannabis flower, cannabis products, and hemp-derived consumer products in a limited access area. Deliveries may not be accepted through the public access areas unless otherwise approved by the OCM. See Minnesota Statutes section 342.27 subd. 11.

j. a cannabis business with a license or endorsement authorizing the retail sale of cannabis flower or cannabis products or a lower-potency hemp edible retail establishment, pursuant to Minnesota Statutes section 342.27 subd. 12, shall not:

1. Sell cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to a person who is visibly intoxicated;
2. Knowingly sell more cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products than a customer is legally permitted to possess;
3. Give away immature cannabis plants or seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;
4. Operate a drive-through window;

5. Allow for the dispensing of cannabis plants, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in vending machines; or

6. Sell cannabis plants, cannabis flower, or cannabis products if the cannabis retailer knows that any required security or statewide monitory systems are not operational.

B. Delivery Sales prohibited.

All sales of approved products and medical cannabinoid products must be conducted in person, in registered retail establishments, in over-the-counter sales transactions. **This does not prohibit sale of medical cannabinoid products by medical cannabis combination businesses by curbside pick-up as allowed in Minn. Stat. 342.51, subd. 5.**

C. Sales by any other means.

Sales by any other means, to any other person, or in any other manner or form prohibited by state or other local law, ordinance provision, or other regulation are prohibited.

**SECTION 120.08. EMPLOYEE TRAINING PROGRAM**

Upon recommendation of the OCM or the East Grand Forks Police Department, the City shall approve employee training programs for licensed retail establishments which sell cannabis, hemp, and products containing cannabis or hemp. An approved employee training program shall be designed to prevent violations of this Ordinance and specifically to prevent the sale to individuals under the age of 21. Participation in such programs shall be voluntary on the part of licensees. Nonetheless, in the event of a violation of this Ordinance, a licensee who can sufficiently demonstrate that such a program has been implemented in a given license or permit year shall be eligible for reduced penalties as provided in this Ordinance.

**SECTION 120.09. TEMPORARY CANNABIS EVENTS**

A. Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation.

B. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

C. Permit Required for Temporary Cannabis Events.

1. Permit Required. No person shall hold a Temporary Cannabis Event without first having received a permit to do so provided in this chapter.

2. Registration & Application Procedure. A registration fee, as established in the city of East Grand Forks's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

3. Application Submittal & Review. The city of East Grand Forks shall require an application for Temporary Cannabis Events.

a. An applicant for retail registration shall fill out an application form, as provided by the city of East Grand Forks. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
  - ii. Address, email address, and telephone number of the applicant;
- b. The applicant shall include with the form:
- i. The application fee as required in Section 4 C;
  - ii. A copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.
  - iii. A copy of the applicant's driver's license or qualifying state ID.

The application shall be submitted to the city of East Grand Forks City Clerk, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

D. Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the East Grand Forks City Council for approval or denial.

E. The application fee shall be non-refundable once processed.

F. The application for a permit for a Temporary Cannabis Event shall meet the following standards:

1. No Temporary cannabis event shall be held on City owned property or public park within the City.

2. Smoking, vaping, or consumption of cannabis, or cannabinoid products, at a Temporary Cannabis Event is prohibited.

3. Temporary cannabis events shall only be held between the hours of 8:00 A.M. and 10:00 P.M.

G. A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of East Grand Forks shall notify the applicant of the standards not met and basis for denial.

**SECTION 120.10 ENFORCEMENT**

A. Criminal Penalties for Violations.

Any person who violates any of the provisions of this ordinance, or who fails or refuses to comply with the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed \$1,000 or by imprisonment for up to 90 days, or both.

B. Civil Remedies.

In the event of a violation or threatened violation of this Ordinance, the city of East Grand Forks, in addition to other remedies, may initiate civil court actions or civil administrative proceedings to prevent, restrain, correct, or abate such violations or threatened violations. It shall be the duty of the City Attorney to review evidence of such violations, or threatened violations, and take such action as may be warranted and necessary.

C. Civil Penalties Procedure.

1. Notice of Violation(s).

A Notice of Violation based upon known facts shall be served by the City upon the License holder by mail at the address provided by licensee in the license application or as otherwise provided by licensee. The notice shall include: “the Notice of Violation will be reported to the East Grand Forks City Council at its next regular meeting [provide date], which the licensee shall be required to attend. If the licensee appears and chooses to admit the violation(s) and voluntarily agrees to a penalty consistent with section 10.3. of this Ordinance, no hearing shall be required and the applicable penalty under section 10.3 as determined by the City Council shall be imposed, or the licensee may request an Administrative Hearing in writing, and a hearing date will be set.

2. Hearing on Violation(s).

If the License holder chooses to appeal the Notice of Violation(s), a hearing shall be scheduled and held before a Hearing Officer. The Hearing Officer shall keep a recorded record of the hearing. The Hearing Officers shall make written findings of fact and a decision following the hearing, and mail Notices of the Decision and right to review. Upon a determination that the allegations in the Notice of Violation(s) are unsubstantiated, the matter will be dismissed. Upon a finding that the allegations in the Notice of Violation(s)

are substantiated, the Hearing Officer shall also determine the penalty to be applied in accordance with the penalties set forth in section 120.10.3. a, b, or c of this Ordinance plus costs of the hearing. The decision of the Administrative Hearing Officer is final three (3) business days after mailing, unless review by the East Grand Forks City Council is timely sought by written notice post marked no later than three (3) business days. An appeal of Hearing Officer's decision may be made thereafter to the City Council.

3. Civil Penalties Pursuant to Minnesota Statutes section 342.22 subd. 5(e), and in accordance with this Ordinance.

A penalty of up to a \$2000 fine, license suspension for a minimum of 30 days may be imposed, or some combination thereof. Upon a finding that a violation of this Ordinance or of State law has occurred, and absent findings of aggravating, mitigating or extenuating circumstances, and in the absence of an approved employee training program, the following penalties shall apply plus costs of the hearing, unless mandatory penalty for sale without registration is required pursuant to section 10.3 or suspension is required pursuant to this Ordinance:

- a. For a first violation within a 48-month period, a \$1,000.00 civil penalty.
- b. For a second violation within a 48-month period, a \$2,000.00 civil penalty.
- c. For a third violation within a 48-month period, a 30-day license suspension and referral to the OCM.

Upon a finding of mitigating or extenuating circumstances, such as licensee demonstrating it has an approved training program for its employees for the current licensing year and the training has been provided to every employee involved in a violation, a penalty less than that outlined in this section of this Ordinance may be imposed. Upon a finding of aggravating circumstances, penalties more than those outlined in this section of this Ordinance may be imposed.

4. Fine for No Valid Registration.

No cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness with retail operation endorsement, cannabis retailer, medical cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer may make any sale to a customer or patient without a valid retail registration. A \$2,000.00 civil penalty shall be imposed against the licensee for each violation of this provision.

5. Local Regulations Considered Grounds for License Revocation or Suspension or Civil Monetary Penalty.

In addition, violations of the following Ordinance provisions are also considered grounds for revocation or suspension of license or civil monetary penalty in accordance with this Ordinance:

a. The licensee knowingly allowed or permitted illegal acts unrelated to the sale or consumption of cannabis, hemp, or products containing cannabis or hemp, on the licensed premises.

b. The licensee had knowledge of illegal acts unrelated to the sale or consumption of cannabis, hemp, or products containing cannabis or hemp on the licensed premises but failed to report the same to law enforcement authorities.

c. The licensee had knowledge of illegal acts unrelated to the sale or consumption of cannabis, hemp, or products containing cannabis or hemp on the licensed premises but failed or refused to cooperate fully with investigating law enforcement authorities.

d. The activities of the licensee or acts allowed or permitted by the licensee on the licensed premises create a serious danger to public health, safety, or welfare.

**SECTION 2.** City Code Chapter 10 entitled "General Provisions" applicable to entire city code including penalty for violation and Section 10.99 entitled "General Penalty" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

**SECTION 3.** This ordinance shall take effect and be in force from and after its passage and publication and be given the Number 43, 4th Series.

*Voting Aye:*

*Voting Nay:*

*Absent:*

ATTEST:

PASSED:

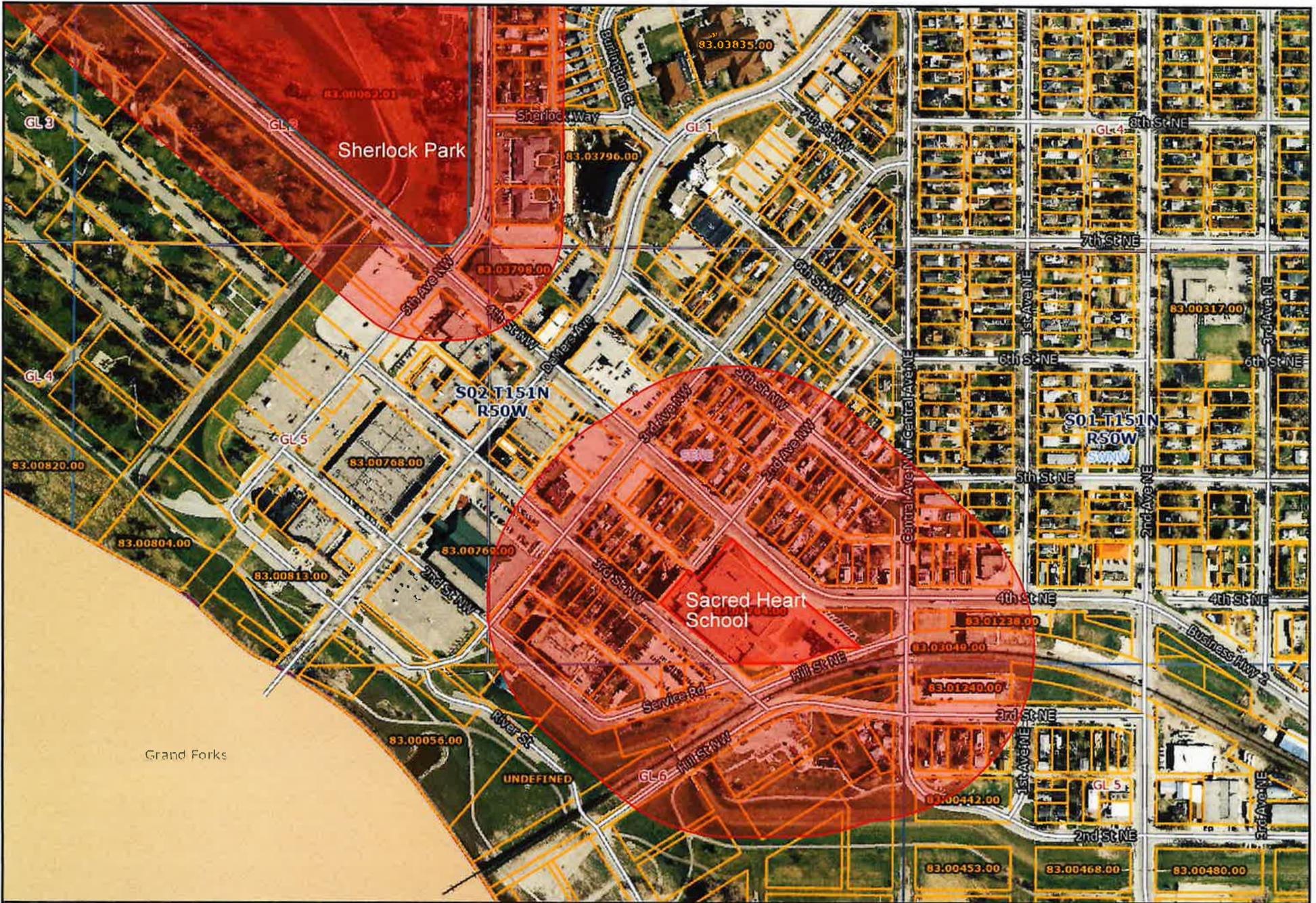
December 3, 2024

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

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

I hereby approve the foregoing Ordinance this 3<sup>rd</sup> day of December, 2024.

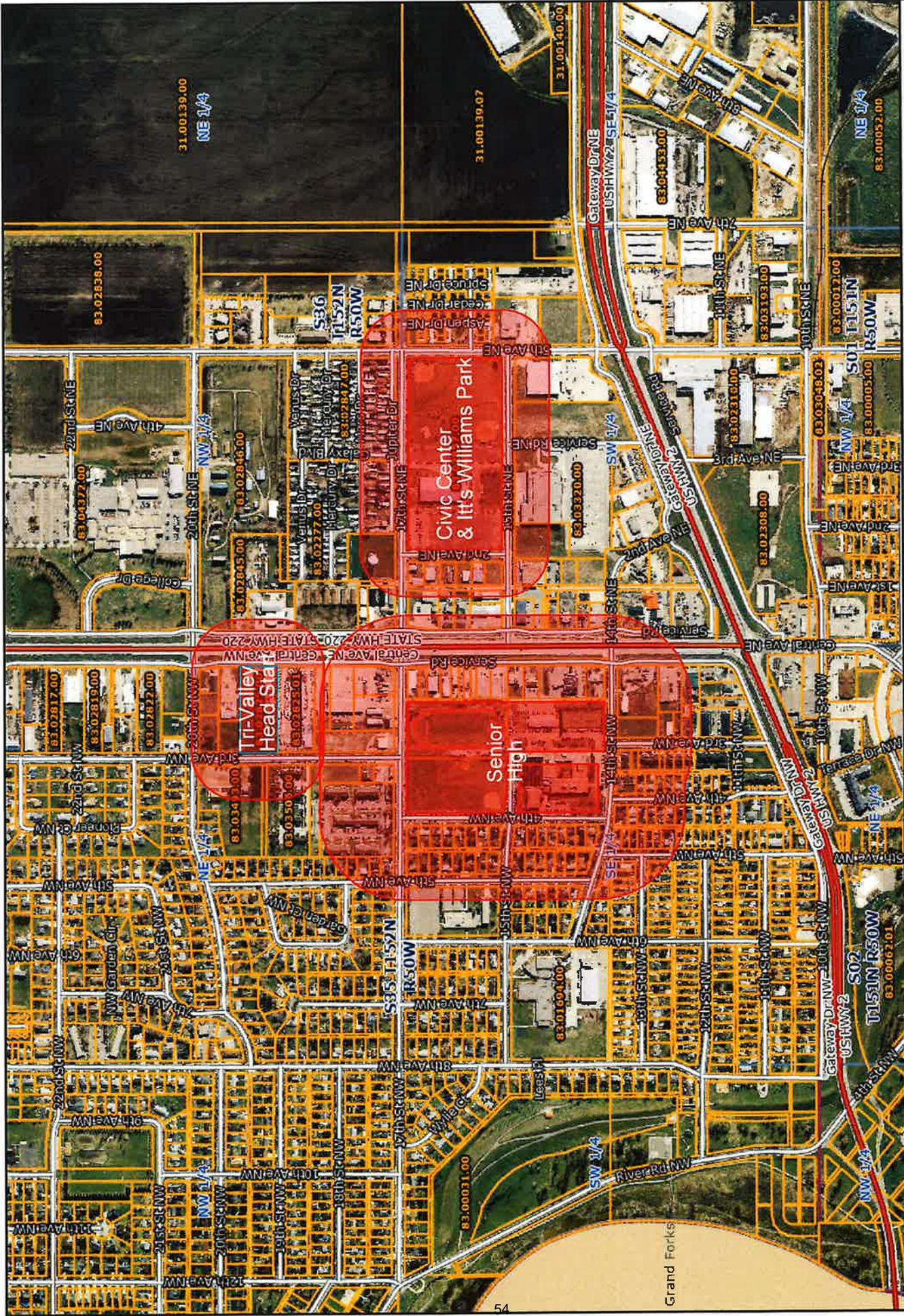
\_\_\_\_\_  
Mayor



*C-1 550' schools and 300' parks*

9/19/2024  
53

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

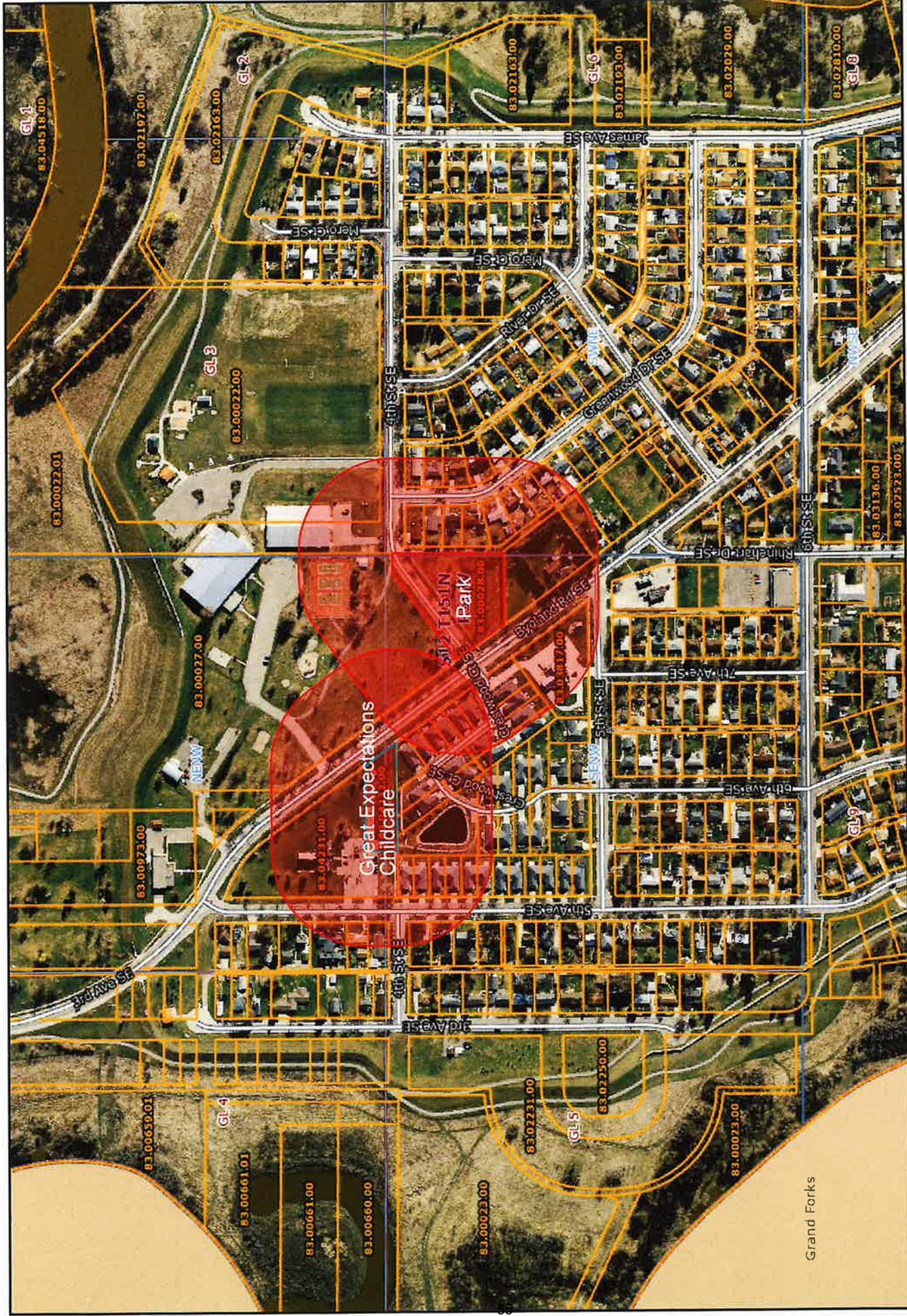


These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

## C-2 with 550' schools and 300' parks/daycare

9/19/2024





# South C-2 300' Buffer from Park and Daycare

10/27/2024

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



<b>State of MN Business License Type</b>	<b>C-1 Downtown Commercial</b>	<b>C-2 Highway Commercial</b>	<b>L-1 Light Industrial</b>	<b>L-2 General Industrial</b>
Microbusiness	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Mezzobusiness	Retail location only	retail location only	Non-retail operations only	Non-retail operations only
Retailer	Yes	Yes	No	No
Medical Cannabis Retailer	Yes	Yes	No	No
Medical Cannabis Combination Business	Retail location only	Retail location only	Non-retail operations only	Non-retail operations only
Lower Potency Hemp Edible Retailer	Yes	Yes	No	No
Cultivator	No	No	Yes	Yes
Manufacturer	No	No	Yes	Yes
Wholesaler	No	No	Yes	Yes
Transporter	No	No	Yes	Yes
Testing Facility	No	No	Yes	Yes
Delivery Service	No	Yes	Yes	Yes
Low Potency Hemp Edible Manufacturer	No	No	Yes	Yes
Medical Cannabis Cultivator	No	No	Yes	Yes
Medical Cannabis Processor	No	No	Yes	Yes
Event Organizer / Temporary Cannabis Event	By Special Permit Only	By Special Permit Only	NO	No

# Request for Council Action

Date: November 19, 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: Jeremy King, Parks & Recreation

RE: Request to continue the agreement with LiveBarn (formally MNHockey.TV) for streaming service in the Civic Center, VFW and Blue Line Arena.

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**Background:**

Streaming services for youth and high school events remain in high demand. Our current contract with LiveBarn has expired, and they have submitted a proposal for a new agreement. After reviewing multiple providers, we believe LiveBarn continues to be the best fit for our needs.

LiveBarn, previously known as MNHockey.TV, has proposed a 3-year contract to continue streaming services across all three arenas. Key terms of the agreement include:

- A total contract value of \$9,500 over three years, with annual payments of \$1,500 and a one-time signing bonus of \$5,000. The City of East Grand Forks will receive \$6,500 upfront.
- Streaming access will be available for all youth games and Parks & Recreation events, offered via subscription or Pay-Per-View.
- Subscription and Pay-Per-View revenue will be shared, with 50% going to LiveBarn and 50% going to the City of East Grand Forks.

**Recommendation:**

Recommend approval of the Streaming agreement with LiveBarn as written.

**Budget Impact:**

\$9,500 income over 3 years.

**Enclosure:**

LiveBarn Venue Agreement.

**DATE:** 10/17/2024

**BETWEEN:** LIVEBARN INC. (“LiveBarn”)

*and*

**East Grand Forks** (“Venue Owner”)

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner’s Ice Rink Sheet described in the attached Schedule “A” (each being an “Ice Rink Sheet”) a fully automated online streaming system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the “Automated Online Streaming Service”);

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn’s subscription-based platform (the “LiveBarn Platform”) or its wholly owned MNHockey.Tv platform (the “MNHockey.Tv Platform”).

WHEREAS the LiveBarn platform is defined as being the subscription platform that will broadcast all of the Non-High School level activity, or other designated activity that is non-explicitly owned.

WHEREAS the MNHockey.Tv platform is defined as being the subscription and pay per-view based platform (the “MNHockey.Tv Platform”) that will broadcast all of the High School or otherwise explicitly owned activity.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

**1 AUTOMATED ONLINE STREAMING SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Streaming Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera

locations will be made after consideration for optimal streaming quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner’s request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the “Content”) will be made available to subscribers of the LiveBarn Platform or the MNHockey.Tv Platform (as determined by LiveBarn). In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Streaming Service will be the property of LiveBarn; however for content streamed on the LiveBarn platform, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for the LiveBarn Platform, for which LiveBarn will pay Venue Owner Fifty percent (50%) of the revenues generated from the LiveBarn Platform memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn’s various local marketing initiatives (including social media) as described below. In addition, within thirty (30) days of the date hereof, LiveBarn will pay Venue Owner a signing bonus of five thousand dollar (\$5,000) in consideration for entering into this Agreement.

1.6 LiveBarn will guarantee that the minimum Revenue Share generated and paid by LiveBarn to Venue Owner, will be at minimum of five hundred dollars (\$500) per Ice Rink Sheet annually, the “Guaranteed Revenue”. Commencing on October 1<sup>st</sup>, 2024, LiveBarn will pay

Venue Owner the Guaranteed Revenue Advance upon invoice. During the subsequent 12 months, LiveBarn will track the Revenue generated by promo codes as mentioned in section 1.5, and if at any point in any 12 month period beginning on October 1<sup>st</sup> 2024, the promo code payment exceeds the Guaranteed Revenue, LiveBarn will be responsible for paying the difference between the actual Revenue share earned and the Guaranteed Revenue. Any additional revenue payment that is earned will be paid when the annual guarantee is paid. This will repeat annually throughout the Term of this agreement, beginning on October 1<sup>st</sup> of each calendar year. The Guaranteed Revenue referenced in this section will only be applicable if MNHockey.TV has the rights and is able to broadcast the majority of the High School hockey games at Venue Owner's location. For the purpose of clarity, should the majority of High Schools games be broadcast on another streaming service other than MNHockey.TV or LiveBarn.com, Venue Owner will not be entitled to the Guaranteed Revenue referenced in this section but will still be entitled to all the revenue earned under subsection 1.5.

1.7 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to Streaming the Content for all purposes and in any manner it determines in its sole discretion, including by providing its Streaming signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform or MNHockey.Tv Platform users, subject to sections 1.8 and 1.9 below.

1.8 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being streamed on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.9 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any streaming from its Venue to a pre-selected potential audience for privacy purposes.

1.10 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.11 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

## **2 TERM AND TERMINATION**

2.1 The term of this Agreement commences on the date hereof and continues until the three year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent

to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

## **3 EXCLUSIVITY**

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of three (3) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to stream Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the three (3) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Streaming Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

## **4 SUPPLY OF AUTOMATED ONLINE STREAMING SERVICE**

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Streaming Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Streaming Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Streaming Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Streaming Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

## **5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn streaming at the Venue and requiring such parties to notify all their users of the Venue of this.

## **6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to

be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

## **7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$5,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com),

[ray@livebarn.com](mailto:ray@livebarn.com), and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Minnesota. Any disputes shall be heard in the courts of the State of Minnesota.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Signature: \_\_\_\_\_  
Ray Giroux, COO

East Grand Forks  
Signature: \_\_\_\_\_

Per: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A (REQUIRED)**

Venue Name and Address:

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each Rink:  
(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General  
Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venue Name and Address:

Name of Each Rink:  
(i.e. Rink #1 or Main Rink)

Venue Name and Address:

Name of Each Rink:  
(i.e. Rink #1 or Main Rink)

# Request for Council Action

Date: 11/6/2024

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

Cc: File

From: Fire Chief Jeff Boushee

RE: Ambulance Subsidy

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**Background:**

Polk County has the authority to levy the citizens of the ambulance service territory, which is licensed to Altru. The City and Altru have a past practice of mutually agreeing to a distribution of the levy proceeds between each party. The parties entered into an agreement in 2004 whereas the parties each receive 1/2 of the amount that the City levied from its citizens and Altru receives all the funds collected from the Townships. This agreement has been renegotiated to split 50/50 the total of all funds collected.

**Budget Impact:**

The cities distribution would increase from \$21,939 annually to \$26,887 annually.

**Recommendation:**

Approve Ambulance Service Territory Subsidy Agreement as written.

**Enclosure:** Ambulance Service Territory Subsidy Agreement

**AMBULANCE SERVICE TERRITORY SUBSIDY AGREEMENT**

**I. Purpose**

This memorandum is entered into this 5 day of NOVEMBER, 2024 between the City of East Grand Forks and Altru Health System of Grand Forks. Its purpose is to revise the distribution of an Ambulance Service Subsidy from Polk County.

**II. Authority**

This agreement is entered into under the authorities of:

- a. Minnesota Statute Section 471.476;
- b. City of East Grand Forks; and
- c. Altru Health System.

**III. Background**

Polk County has the authority to levy the citizens of the ambulance service territory which is licensed to Altru. The City and Altru have a past practice of mutually agreeing to a distribution of the levy proceeds between each party. The parties entered into an agreement in 2004 whereas the parties each receive 1/2 of the amount that the City levied from its citizens and Altru receives all the funds collected from the Townships. This agreement is a renegotiation of the funds received from the Townships.

**IV. Scope of Agreement**

The City and Altru enter into this agreement for the purpose of working together to renegotiate the issue of apportionment of the levy proceeds from the Townships.

**V. The City and Altru agree:**

That the City and Altru shall continue to each receive 1/2 of the amount levied from the citizens of East Grand Forks however, the distribution from the Townships shall be revised whereas as the City and Altru shall each receive 1/2 of the funds collected from the respective Townships.

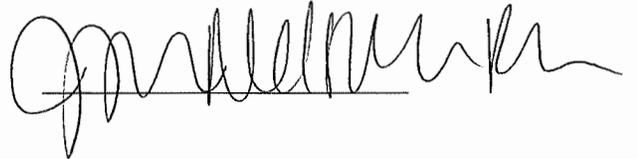
**THEREFORE**, each party shall receive an equal share of the Polk County ambulance service levy. This agreement shall be in effect on the date all parties sign the agreement.

**CITY OF EAST GRAND FORKS**

\_\_\_\_\_  
Reid Huttunen, City Administrator

\_\_\_\_\_  
Steven Gander, Mayor

**ALTRU HEALTH SYSTEM**

  
\_\_\_\_\_  
Jamie Nelson

ER / EMS / Core Flight  
manager

# Request for Water and Light Commission Action

**Date:** 10-30-2024  
**To:** Water and Light Commission  
**From:** Keith Mykleseth  
**RE:** Minnesota Municipal Power Agency Weighted Voting Amendment Resolution

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## **Background:**

The Minnesota Municipal Power Agency "MMPA" Board of Directors identified an issue with the current weighted voting definition. MMPA Board approved an amendment to MMPA's Agency Agreement changing how weighted votes are calculated. See MMPA Memo for additional information.

## **Recommendation:**

Recommend the Water and Light Commission approve and sign the MMPA Amendment to Agency Agreement Resolution.

**The Water & Light Commission approved this resolution at their regular meeting on Wednesday, November 6, 2024. It now requires City Council approval for final acceptance of the Agency Agreement amendments.**

October 25, 2024

To: Minnesota Municipal Power Agency (MMPA) Board Members and Alternates  
From: David Niles, Senior Vice President, Avant Energy, Inc., Agent for MMPA  
Subject: Amendment to MMPA Agency Agreement, Governing Body Approval Needed

### **MMPA Representatives Use Weighted Voting**

Weighted voting totals are used for certain specific actions of the MMPA Representatives, such as approving new members and approving the issuance of debt.

Currently, each MMPA member gets one weighted vote, plus another vote for every 5,000 Megawatt-hours (MWh) it purchases from MMPA in a year. The current weighted voting totals for 2024 are attached for reference.

### **Issue Identified with Current Weighted Voting Definition**

The MMPA Board of Directors identified an issue with the current weighted voting definition. A member could receive a disproportionate number of votes from sales to a large customer if MMPA invested capital to provide transmission and distribution service to the customer, rather than the member.

### **Representatives Approved Change to Weighted Voting Total Calculation**

MMPA's Representatives approved an amendment to MMPA's Agency Agreement changing how weighted votes are calculated. The amendment would exclude MWh delivered to a customer when MMPA has made the investment in transformation or other facilities to serve the customer, rather than the member.

### **Approval Required by Members' Governing Bodies**

MMPA's Agency Agreement requires approval by two thirds of members' governing bodies. This means that approval is needed by your City Council (and, if you have a Utility Commission as a governing body, both the City Council and the Utility Commission).

Please place approval of this resolution on an upcoming agenda for your governing body. I understand that many cities have their own form of resolution, but please let me know if you would like any assistance in drafting a resolution. If you would like someone from MMPA to attend your governing body meeting in support of approval, please let me know.

**MMPA Member Voting Totals - 2024**

*Source: Agency Agreement, MMPA*

	2023 MWh Purchases	Allocation of Votes to Members			% Allocation of Votes	
		One Vote (1)	Additional Votes (2)	Subtotal (3)		
Anoka	274,011	1	54	55	55	14.03%
Arlington	22,036	1	4	5	5	1.28%
Brownton	4,994	1	0	1	1	0.26%
Buffalo	126,652	1	25	26	26	6.63%
Chaska	422,930	1	84	85	85	21.68%
East Grand Forks	89,355	1	17	18	18	4.59%
Elk River	341,682	1	68	69	69	17.60%
Le Sueur	89,251	1	17	18	18	4.59%
North St. Paul	75,181	1	15	16	16	4.08%
Olivia	6,698	1	1	2	2	0.51%
Shakopee	461,469	1	92	93	93	23.72%
Winthrop	16,675	1	3	4	4	1.02%
<b>Total</b>	<b>1,930,931</b>	<b>12</b>	<b>380</b>	<b>392</b>	<b>392</b>	<b>100.00%</b>

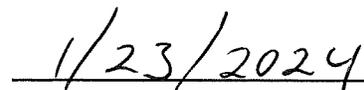
- (1) Each Member is allocated one vote.
- (2) Each Member is allocated "one additional vote for each full 5,000 megawatt hours of electric energy purchased from the Agency by the Member during such Member's most recent fiscal year".
- (3) If votes allocated to any Member pursuant to clauses (1) and (2) of Member Agreement "would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members".

APPROVED BY BOARD OF DIRECTORS

SECRETARY

  
 \_\_\_\_\_  
 Mark Hanson

DATE:

  
 \_\_\_\_\_

**RESOLUTION NO. 24 – 11 - 85**

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

WHEREAS, the City of East Grand Forks, Minnesota (City) has been a member of the Minnesota Municipal Power Agency (MMPA) since 2004; and

WHEREAS, the Water, Light, Power and Building Commission of and for the City of East Grand Forks, Minnesota is the governing body for the City’s membership in MMPA; and

WHEREAS, the MMPA Board of Directors and Representatives have approved a change in MMPA’s Agency Agreement regarding the calculation of weighted voting totals; and

WHEREAS, at least two thirds of MMPA member City Councils and Utility Commissions are required to approve such change before it takes effect; and

WHEREAS, the Water, Light, Power and Building Commission adopted a resolution supporting the amendment to MMPA’s Agency Agreement regarding the calculation of weighted voting totals at its regular meeting on Wednesday, November 6, 2024; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of East Grand Forks, Minnesota hereby approves resolution amending the Agency Agreement of the Minnesota Municipal Power Agency.

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

The President declared the resolution passed.

Passed: November 19, 2024

Attest:

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

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

I hereby approve the foregoing resolution this 19th day of November, 2024.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 19, 2024

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

Cc: File

From: Nancy Ellis, Community Development Director

RE: Final Approval of the Replat of Part of Outlot 49 of Auditor's Plat of Outlots 17 Through 64

## PLANNING COMMISSION RECOMMENDATION

A public hearing at the City Council meeting for final approval. To this date, no comments have been received from the public or neighbors. Planning Commission recommends final approval of Replat of Outlot 49 of Auditor's Plat of Outlots 17 Through 64, Section 36, Township 152 North, Range 50 West with the following conditions:

1. Submits a digital file of the plat

## GENERAL INFORMATION

APPLICANTS/PROPERTY OWNERS: Folsom Farms Corporation- applicant

REQUESTED ACTION: Applicants are requesting final approval of the Replat of Outlot 49 of Auditor's Plat of Outlots 17 Through 64, Section 36, Township 152 North, Range 50 West

SITE ZONING/LAND USE: I-1 is the current zoning – this lot will be split into two lots; one lot – that includes the truck shop – is to be sold to another owner. The remaining lot with buildings will be used for storage

SURROUNDING ZONING/LAND USE:

- North: C-2 zoning, Hwy 2 and Hugos – St. Michael's Furniture
- West: C-2 zoning, empty Simplot lot and Holiday gas station
- South: R-1 zoning, Stauss Park and residential homes
- East: I-1 zoning, Stuart's towing and Water and Light Distribution Building

COMMENTS

We have received an application from Folsom Farms to replat a piece of property described as the Replat of Part of Outlot 49 or Auditor's Plat of Outlots 17 Through 64, Section 36, Township 152 North Range 50 West. This lot (known as the old Ryan Potato property), located west of 5<sup>th</sup> Ave NE and south of Hwy 2, will be split into two lots. The present zoning of the lot is Light Industrial (I-1) and any potential uses must meet the I-1 requirements. One lot – that includes the truck shop – is to be sold to another owner. The remaining lot with existing buildings will be used for storage by Folsom Farms.

The City Utility group has reviewed, and the City has requested additional Right of Way (ROW) on the south side of the property on 10<sup>th</sup> St NE to match the ROW to the east side of 5<sup>th</sup> Ave NE (see Water and Light property).

**PLAT OF**  
**REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64,**  
**SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST**  
**TO THE CITY OF EAST GRAND FORKS, POLK COUNTY, MINNESOTA**

**PRELIMINARY**  
10-23-24

**OWNERS CONSENT AND DEDICATION**

**SURVEYOR'S CERTIFICATE**

**CITY COUNCIL APPROVAL**

**CITY PLANNING COMMISSION APPROVAL**

**COUNTY TREASURER TAX STATEMENT**

STAFF RECOMMENDATION

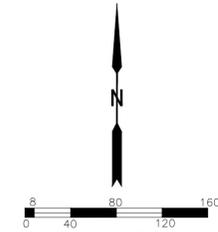
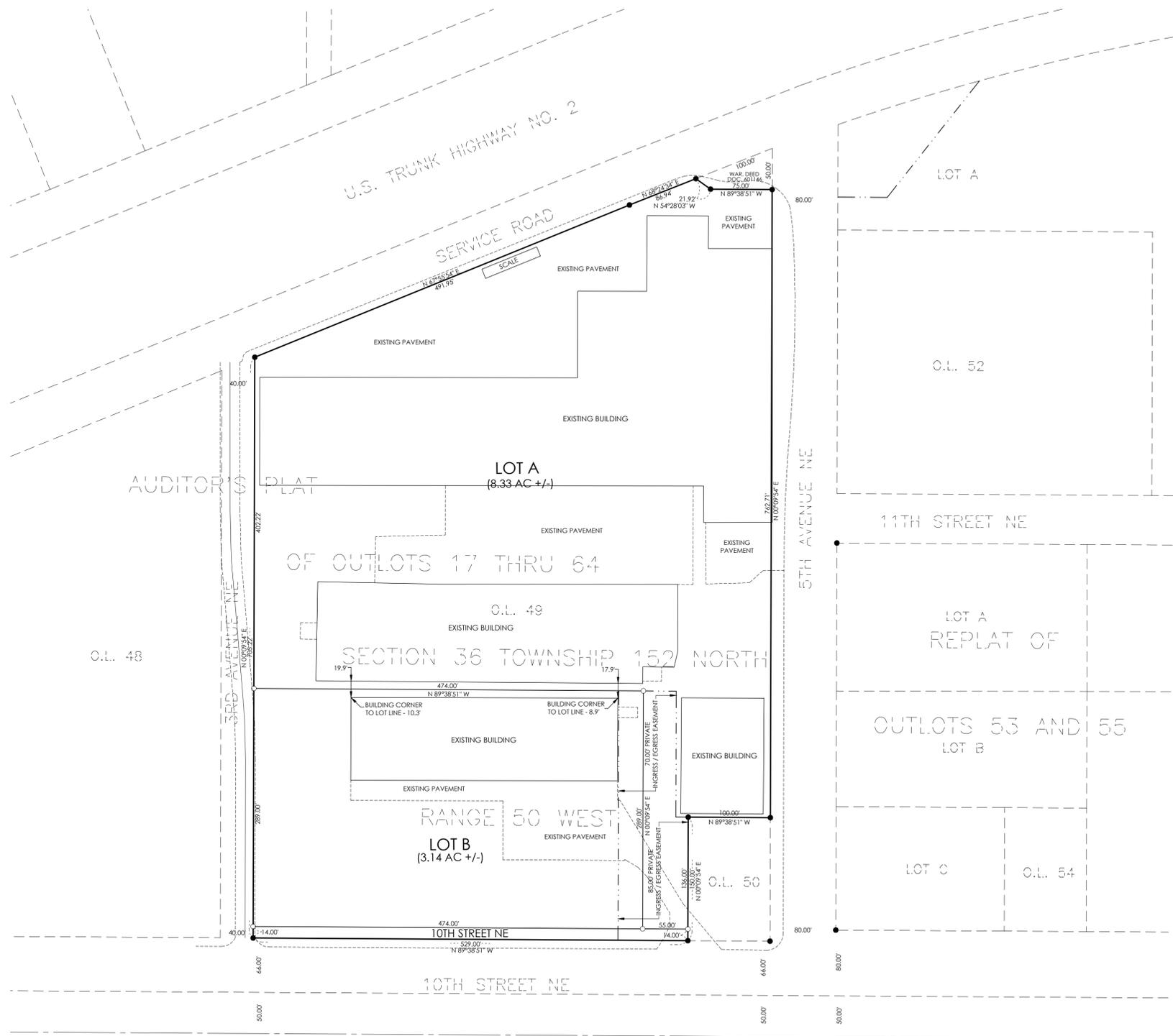
Staff recommends approving the final plat with the following conditions:

- 1) Submit a digital file to the planning office.

**PRELIMINARY**

10-23-24

**PLAT OF  
REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64,  
SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST  
TO THE CITY OF EAST GRAND FORKS, POLK COUNTY, MINNESOTA**



**LEGEND**

MONUMENT FOUND	●
SET MONUMENT	○
BOUNDARY LINE THIS CEMETERY	—
INTERIOR LOT LINE	—
SECTION LINE	—
EXISTING PARCEL LINE	—
EASEMENT LINE	—



**SURVEYOR'S CERTIFICATE**

I hereby certify that I have surveyed and platted the property described on this plat as "REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST OF THE 5TH PRINCIPAL MERIDIAN", that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated, that that outside boundary lines are correctly designated on the plat and that there are no wet lands as defined in MS 505.01 Subd. 1 or public highways to be designated other than as shown.

Nicholas P. Pribula, Registered Land Surveyor  
Minnesota Registration Number 45397

STATE OF MINNESOTA)  
COUNTY OF POLK)

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me a Notary Public in and for said County and State, personally appeared Nicholas P. Pribula, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

**CITY PLANNING COMMISSION APPROVAL**

I hereby certify that the within "REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST OF THE 5TH PRINCIPAL MERIDIAN", to the City of East Grand Forks, Minnesota, was approved by the City Planning Commission of the City of East Grand Forks, Minnesota, at a meeting of said City Planning Commission on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Chad Erickson, Planning Commission Secretary

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Chad Erickson, Planning Commission Secretary.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

**OWNERS CONSENT AND DEDICATION**

"KNOW ALL PERSONS BY THESE PRESENTS": That Folsom Farm Corporation is the owner and proprietor of the following described property:

Outlot 49, Auditor's Plat of Outlots 17 through 64, Section 36, Township 152 North, Range 50 West of the 5th principal meridian, City of East Grand Forks, Polk County, Minnesota.

EXCEPT for the following described property:

Beginning at the northeast corner of said Outlot 49; thence southerly along said east line of said Outlot 49, having an assumed bearing of South 00 degrees 02 minutes 55 seconds West, a distance of 50.00 feet; thence North 89 degrees 45 minutes 50 seconds West, parallel with the south line of said Outlot 49, a distance of 75 feet; thence North 54 degrees 35 minutes 02 seconds West, a distance of 21.92 feet to the northerly line of said Outlot 49; thence North 68 degrees 17 minutes 35 seconds East, along said northerly line, a distance of 100.00 feet to the point of beginning.

Said tract of land contains 4.25 acres, more or less.

Has caused the same to be surveyed and platted as "REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST OF THE 5TH PRINCIPAL MERIDIAN" to the City of East Grand Forks, Minnesota, do hereby dedicate to the public, all of the streets, alleys and utility easements as shown on this plat; the dimensions of which are as designated hereon.

\_\_\_\_\_  
Bryan Folsom, President Folsom Farm Corporation

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Bryan Folsom, President Folsom Farm Corporation.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

**CITY COUNCIL APPROVAL**

I hereby certify that the within plat of "REPLAT OF PART OF OUTLOT 49 OF AUDITOR'S PLAT OF OUTLOTS 17 THROUGH 64, SECTION 36, TOWNSHIP 152 NORTH, RANGE 50 WEST OF THE 5TH PRINCIPAL MERIDIAN" to the City of East Grand Forks, Minnesota, was approved by Resolution of the City Council of the City of East Grand Forks, Minnesota, at a regular scheduled meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Reid Huttunen, City Administrator/Clerk  
City of East Grand Forks, Minnesota

STATE OF MINNESOTA)  
COUNTY OF POLK)

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024, by Reid Huttunen, City Administrator/Clerk.

Notary Public, Polk County  
State of Minnesota  
My Commission Expires: \_\_\_\_\_

**COUNTY TREASURER TAX STATEMENT**

I hereby certify that all taxes for 2024 on the land described herein are paid.

\_\_\_\_\_  
Polk County Treasurer, State of Minnesota

RECORDING CERTIFICATE  
COUNTY RECORDER CERTIFICATE  
DOCUMENT NUMBER

I hereby certify that this instrument was filed in the office of the Polk County Recorder for record on this \_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_ M., and was duly recorded in as Document No. \_\_\_\_\_

\_\_\_\_\_  
Polk County Recorder, State of Minnesota

# Request for Council Action

Date: November 19, 2024

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

Cc: File

From: Reid Huttunen, City Administrator

RE: Request to approve Administrative Services Agreement with Gravie for administration of ICHRA Health Insurance plan.

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**Background:**

City employees completed balloting for which Health Insurance plan it would like to see the City sponsor in 2025. Final balloting closed at 43 votes in favor of ICHRA and 33 votes in favor of BCBS of MN Group Plans.

With that, the City is taking next steps to transition our Health Insurance plan offering to ICHRA. It will work with Gravie, Inc. to administer the ICHRA plan for employees, including enrollment of members, payment of premiums, and processing of claims.

Included is an Administrative Services Agreement between the City of East Grand Forks and Gravie.

**Recommendation:**

Authorize the City Administrator to execute the Administrative Services Agreement with Gravie Administrative Services LLC for ICHRA Plan administration.

**Enclosures:**

Administrative Services Agreement

## ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the “Agreement”) is entered into this January 1st, 2025 (the “Effective Date”), by and between City of East Grand Forks MN, with its headquarters at 600 DeMers Ave  
Parks & Recreation, East Grand Forks, MN 56721, United States (“Plan Sponsor”) and Gravie Administrative Services LLC, with its headquarters at 10 NE Second St., Suite 300, Minneapolis, Minnesota (“Gravie”). Gravie and Plan Sponsor are referred to at times in this Agreement individually as a “Party” and collectively as the “Parties.”

### 1. Definitions

For purposes of this Agreement and any amendments, attachments or exhibits to this Agreement, the following words and phrases have the following meanings:

**Account.** The bank account established by the Plan Sponsor that holds general assets of Plan Sponsor which may be used for the payment of Premiums and fees.

**Claim.** Any notice of a request for payment or reimbursement of benefits under the Plan on a form acceptable to Gravie. Benefits under the Plan are limited to payment or reimbursement of Premiums.

**Eligible Employee.** Any employee or former employee of the Employer who meets eligibility requirements established by the Employer to enroll in the Plan.

**Employer.** The Plan Sponsor and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

**Group Health Plan or Plan.** The ICHRA established by the Plan Sponsor, in effect as of the Implementation Date, as described in the Plan Documents, as they may be amended from time to time.

**Implementation Date.** The first day of the Plan Year which begins on or after the Effective Date.

**Member.** The individuals, including the Participant and his/her dependents, as defined in the Plan Documents, who have satisfied the Plan eligibility requirements of the Employer, applied for coverage, and been enrolled for Plan benefits.

**Open Enrollment.** Open Enrollment (OE) is a designated annual period when individuals can sign up for health insurance or make changes to their existing coverage. The period occurs annually and generally lasts from November 1 to December 15.

**Plan Documents.** The instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan, which provide for the payment or reimbursement of Premiums.

**Plan Sponsor and Plan Administrator.** The Employer is the Plan Sponsor and Plan Administrator of the Plan.

**Plan Year.** The Plan Year shall be from January 1 to December 31. If the Implementation Date

occurs mid-year, the first Plan Year shall be a short Plan Year from the Implementation Date until December 31 of that year.

**Premium or Premiums.** Premiums for individual health insurance or Medicare that (1) are paid by the Participant on an after tax basis or (2) paid directly by the Plan on behalf of the Participant.

**Participant.** An employee or other eligible person (other than a dependent or spouse) who is properly enrolled and eligible for the payment or reimbursement of Premiums under the Plan.

**Special Enrollment Period.** Special Enrollment Period (SEP) is a timeframe outside of the Open Enrollment period during which individuals can sign up for health insurance or make changes to their existing coverage if they experience certain qualifying life events. These events include but are not limited to loss of eligibility for other coverage, marriage, birth or death of a dependent family member, change of residency, or the acceptance and commencement of an ICHRA.

Additional terms are defined within the body of this Agreement, the Employee Retirement Income Security Act of 1974 (“ERISA”), the Patient Protection and Affordable Care Act (“ACA”), the Health Insurance Portability and Accountability Act (“HIPAA”), and the Internal Revenue Code (“Code”), each as amended and implemented through regulations and other binding guidance.

## 2. Gravie’s Responsibilities

- a. As directed by the Plan Sponsor and subject to this Agreement, Gravie shall process the enrollment and termination of Members. Gravie shall, with the assistance of Plan Sponsor, respond to direct routine inquiries made to it by employees and other persons concerning eligibility for the Plan.
- b. Gravie shall perform the following administrative services:
  - i. Process Claims for Premiums and provide customer service at a level consistent with industry standards.
  - ii. Disburse payments that it determines to be due according to the provisions of the Plan Documents.
  - iii. Provide a Notice of Adverse Benefit Determination when a Claim has been denied.
- c. Gravie shall administer an internal appeals procedure for Members who appeal initial denials of Claims within a framework of policies, interpretations, rules, practices and procedures established by Plan Sponsor. Unless otherwise agreed by the parties in writing, Plan Sponsor will adopt Gravie’s standard policies and procedures for administering Claims for Premiums. Plan Sponsor shall retain final authority over whether to pay or deny a Claim on appeal.
- d. Gravie will provide the Plan Sponsor with Plan data and assistance necessary for Plan Sponsor's preparation of the Plan’s information returns and forms required by federal or state laws.
- e. Gravie will possess through the term of this Agreement an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients.
- f. If Gravie becomes responsible for Medicare Secondary Payer (MSP) reporting on the Plan offered, Gravie may require information from the Plan Sponsor, including, but not limited to,

Member's Social Security Numbers. Plan Sponsor shall cooperate with Gravie and timely respond to any request for information made by Gravie.

g. As a part of the Plan, Members enroll in individual health insurance policies offered by licensed insurance companies ("Individual Policies"). The Parties understand and agree that the terms of the Individual Policies are not part of the Plan, and the Individual Policies are not an employee welfare benefit plan as such term is defined under ERISA. In no event is Gravie responsible for administering the terms of the Individual Policies.

h. Gravie shall not have any fiduciary responsibility in connection with any element of the administration or operation of the Plan or the services provided under this Agreement.

i. Gravie may communicate with employees, Members and Participants as necessary to provide services under this Agreement. Plan Sponsor agrees that it shall obtain any and all consents necessary under applicable law in order for Gravie (or its affiliates, subsidiaries or subcontractors) to communicate directly with such individuals, including through electronic forms of communication.

### **3. Obligations of Plan Sponsor**

a. On an ongoing monthly basis, Plan Sponsor will pay to Gravie the fees set forth on Exhibit A.

b. Plan Sponsor shall provide timely, accurate and complete information required by Gravie to provide the services that Gravie has agreed to perform under this Agreement. Gravie shall have the right to rely on such information and Plan Sponsor shall remain solely responsible for any damages or costs incurred due to an error in such information, including, but not limited to, Premiums and fees associated with ineligible persons inaccurately identified as eligible in the information provided by Plan Sponsor. Such information shall include but not be limited to initial eligibility information, current enrollment data, and any change in the enrollment or eligibility status of a current or former employee and his or her dependents (including COBRA qualified beneficiaries and coverage required pursuant to a court order).

c. Plan Sponsor is solely responsible for establishing and maintaining the Plan, including adoption of Plan Documents and any plan amendments. Gravie will furnish template Summary Plan Description (SPD) and/or Plan Documents and Summaries of Benefits and Coverage (SBC) for the Plan, to be reviewed, customized and approved by Plan Sponsor. Plan Sponsor and Plan Administrator have all discretionary authority and control over the design, management and administration of the Plan. Plan Sponsor retains all liability in connection with any instruction to Gravie to provide the services under this Agreement in accordance with terms which differ from the terms of the Agreement or the terms of the SPD and Plan Documents adopted by Plan Sponsor. Plan Sponsor retains all final authority and responsibility for the Plan and its operation and Gravie is empowered to act on behalf of Plan Sponsor or Plan Administrator in connection with the Plan only as expressly stated in this Agreement or as otherwise agreed to by the Parties in writing. Plan Sponsor retains all responsibility for any liability, losses, damages, claims, lawsuits or causes of action and any associated costs, regulatory penalties or fines, excise taxes or other negative tax consequences, and expenses arising, directly or indirectly, out of the design and/or interpretation of the Plan.

- d. It is understood and agreed that Plan Sponsor has the sole responsibility for compliance with applicable law related to the administration and operation of the Plan, including, but not limited to, the following requirements:
- i. Administration of COBRA or any other laws governing continuation of health care, including the provision of COBRA (or similar) notices and collecting applicable COBRA premiums.
  - ii. Administration of the Family and Medical Leave Act (“FMLA”).
  - iii. Determining whether a medical child support order is a “qualified” medical child support order.
  - iv. Payment of taxes, assessments, Employer shared responsibility payments under 4980H of the Internal Revenue Code, or other fees or penalties arising solely out of the operations of the Plan or the services provided under this Agreement that are levied against the Plan or Plan Sponsor.
  - v. Reporting and disclosure requirements, including but not limited to plan documents, SPDs, SBCs, participant communications and notices, and if applicable, Form 5500 filings, IRS Forms 1094 and 1095, or other reporting and disclosure compliance required of, by or for the Plan, Participants and dependents, or the Plan Sponsor by applicable federal, state or local laws.
  - vi. Determining the taxability (or non-taxability) of Plan benefits and processing applicable payroll withholdings and reporting of such taxable benefits where applicable.
  - vii. All other compliance requirements applicable to the Plan, including but not limited to compliance with ERISA, the ACA, HIPAA and the Code.
- e. To the extent that Medicare, Medicaid, the Veterans Administration or any other federal or state agency or entity asserts a reimbursement right against Plan Sponsor, the Plan or Gravie with respect to payment or reimbursement of Premiums processed by Gravie under this Agreement, the Plan Sponsor shall be responsible for payment or reimbursing Gravie any such amounts determined to be owed.
- f. Plan Sponsor shall give thirty (30) days prior written notice to Gravie, unless such advance notice is prohibited by law or contract (in which case notice will be provided as soon as practicable) of a change of Plan Sponsor’s name or any insolvency, receivership or inability of Plan Sponsor to pay its debts as they become due.
- g. Gravie shall invoice Plan Sponsor for the fees identified in Exhibit A on the first business day of the month. Gravie shall pull the invoiced amount from the Account on the fifth (5th) business day of the month via automated clearinghouse (“ACH”) transfer.
- h. Premiums Payable.
- (i) Prior to Open Enrollment for each Plan Year, Gravie will notify Plan Sponsor of estimated monthly Premiums payable (“Estimated Premium Deposit”). Plan Sponsor agrees to make available the Estimated Premium Deposit identified by Gravie in the Account within two (2) business days of such notification in order for Gravie to pull via ACH and pay or reimburse Premiums. Gravie will use the Estimated Premium Deposit to fund Premiums payable for the initial month of the Plan Year. If the Estimated Premium Deposit is exhausted, Gravie reserves the right to notify Plan Sponsor of additional Premium deposit required during Open Enrollment, and Plan Sponsor agrees to make available any

additional Premiums payable identified by Gravie in the Account within two (2) business days of such notification in order for Gravie to pull via ACH and pay or reimburse Premiums. After Open Enrollment has ended and all first month Premiums have been paid, Gravie shall reconcile and credit back to Plan Sponsor any remaining Estimated Premium Deposit.

- (ii) Following the end of Open Enrollment, Gravie will notify Plan Sponsor of Premiums payable on or about the tenth (10th) day of the month. Such amounts shall be based on active enrollments and any disenrollments (“Adjusted Premium Deposit”). Plan Sponsor shall make the Adjusted Premium Deposit available within two (2) business days of Gravie notifying Plan Sponsor of the current Adjusted Premium Deposit in order for Gravie to pull via ACH and pay or reimburse Premiums.
- (iii) In the event of any Special Enrollment Period, Plan Sponsor shall make the requisite Premiums payable related to such Special Enrollment Period available within one (1) business day of Gravie notifying Plan Sponsor of such Premiums payable. Gravie may notify Plan Sponsor of such Premiums payable up to five times per week.
- i. Plan Sponsor shall not set up a trust or an account in the Plan’s name to be used to pay for Premiums or fees
- j. If Plan Sponsor does not make funds available in the Account to pay Premiums or fees within the timeframes above, Gravie may either suspend performance of its services under this Agreement until such time as the required amount is made available and pulled from the Account, or immediately terminate the Agreement and its obligations under this Agreement. Gravie shall not pay Premiums from its own assets. Gravie charges a \$100 fee for non sufficient funds (NSF). Any acceptance by Gravie of late payment shall not be deemed a waiver of its rights to terminate this Agreement for any future failure of Plan Sponsor to make timely payments.
- k. Plan Sponsor shall provide Gravie with requests for Plan amendments at least thirty (30) days prior to the effective date of the changes. Gravie will prepare template amendments for Plan Sponsor’s approval and adoption. Gravie shall have the right to require Plan Sponsor to make Plan amendments to comply with state or federal law, and may modify its services accordingly. In the event the Plan as amended imposes additional administrative burdens on Gravie or reduces Gravie’s compensation, Gravie may request that additional fees be paid to Gravie pursuant to this Agreement. If Gravie does not agree to provide the additional or changed services, or the parties cannot agree on additional fees, Gravie may terminate this Agreement upon thirty (30) days written notice to Plan Sponsor.
- l. Plan Sponsor shall be solely responsible for paying all fees, expenses, or costs attributable to any legal action or proceeding brought to recover a Claim for benefits under the Plan.
- m. Plan Sponsor agrees to make Broker Services available as described in Exhibit B.
- n. Plan Sponsor understands and agrees that failure to meet the timeframes identified in this Agreement or to provide any Estimated or Adjusted Premium Deposit or any other Premiums payable may result in a delay in the Implementation Date, a delay of Gravie’s

performance of services under this Agreement, or a failure to establish or maintain a Member's coverage under an Individual Policy. Any costs or damages associated with such failures shall be the sole responsibility of Plan Sponsor, including costs or damages associated with a loss of coverage under an Individual Policy or a failure to obtain coverage under an Individual Policy.

- o. Plan Sponsor understands and agrees that an employee's, Member's or Participant's failure to provide necessary information, complete required forms or fail to act in accordance with the terms of the Plan may result in such individual (and dependents, as applicable) failing to establish or maintain coverage under an Individual Policy. Plan Sponsor understands and agrees that any such failure in connection with an Individual Policy is solely the liability of the applicable individual and Gravie is not responsible for any costs or damages incurred in connection with the individual's failure.
- p. Plan Sponsor is responsible for handling initial enrollment communications with employees. In the event that not all groups of employees are eligible for participation in the Plan, Plan Sponsor is responsible for ensuring that only eligible employees are provided with appropriate materials related to enrollment in the Plan.

#### **4. HIPAA**

Gravie's duties and responsibilities under this Agreement in connection with the requirements imposed by the Health Insurance Portability and Accountability Act ("HIPAA") and the privacy and security regulations thereunder are set forth in the business associate addendum set forth in Exhibit C.

#### **5. Proprietary and Confidential Information**

- a. Confidential Information Definition. "Confidential Information" includes all confidential or proprietary information, documentation, data, know how, devices, designs, trade secrets and technology, whether obtained by a Party under this Agreement from the other Party before or after the execution of this Agreement, without regard to medium of storage or method of transmission of such information, including without limitation (i) all proprietary documents, including but not limited to this Agreement, all product or service descriptions, business plans, bids, proposals, financial data, memoranda, manuals, handbooks, production books and audio or visual recordings developed by a Party; (ii) all computer software and systems developed or provided by one Party to the other (including all documentation relating thereto); (iii) all proprietary methods, algorithms, logic, techniques, policies, strategies and procedures utilized by Gravie or provided by Gravie to Plan Sponsor in connection with the provision of the Administrative Services, and all intellectual property (defined below), (iv) all other material bearing a "Confidential Information" or similar designation; and (v) any written, oral or visual information not marked or designated as confidential or proprietary at time of disclosure but that by its nature the recipient knows or should know is confidential.
- b. Exclusions. Confidential Information shall not include any information that: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) is in

the recipient's possession, with no confidentiality restrictions, prior to the time of disclosure or discovery under this Agreement; (c) is disclosed to or rightfully obtained by a recipient from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; or (d) is independently developed by the recipient without use of, or reference to, the discloser's Confidential Information, as evidenced by written records.

- c. Nondisclosure Obligations. Plan Sponsor and Gravie acknowledge that the other's Confidential Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable information developed at great expenditure of time, effort and money. Each Party agrees to secure and protect the Confidential Information of the other Party using all commercially reasonable means, but in no event shall such means be less than those used by the Party to secure and protect its own Confidential Information. If any person seeks to compel a Party to disclose the other Party's Confidential Information, then Plan Sponsor or Gravie, as appropriate, will promptly notify the other Party so that the Party owning such Confidential Information has the opportunity to seek an appropriate protective order. Neither Party shall use Confidential Information belonging to the other Party, except as is necessary to accomplish the objectives of this Agreement. Neither Party shall disclose, transfer, publish or display Confidential Information belonging to the other Party to any third parties, unless expressly permitted herein.
- d. Use of Confidential Information Following Termination. Each Party agrees not to use, duplicate or make any copies of the Confidential Information of the other except as necessary to carry out its responsibilities under this Agreement. Upon termination of this Agreement for any reason whatsoever, each Party will return to the other, or destroy, all material constituting or containing Confidential Information of the other, provided, however, that each Party may retain one copy of such Confidential Information in its possession for archival purposes only.
- e. Remedies. The Parties recognize and agree that violation or breach of this Section 5 regarding Confidential Information shall result in grievous and irreparable harm to the other Party, which harm may be difficult to quantify, and that neither Party will have an adequate remedy at law. Therefore, each Party agrees to waive the defense that the other Party has an adequate remedy at law and agree that the other Party may enforce its rights in equity by seeking injunctive or other equitable relief, in addition to whatever other remedies may exist. Both Parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

## **6. Claims Audit**

At Plan Sponsor's expense, Plan Sponsor shall have the right to audit Claims relating to Premiums on Gravie's premises, during regular business hours and in accordance with Gravie's audit policy, which may be revised from time to time in Gravie's sole discretion.

Except as prohibited by applicable law, Plan Sponsor shall not conduct more than one audit in any twelve (12) month period, and each audit shall be limited to review of Claims from the prior Plan Year.

## **7. Claims Litigation**

a. Gravie shall defend against any legal action or proceeding brought against Gravie to recover a Claim for Premiums (or any noncovered benefit) under the Plan as administered by Gravie. If a demand for benefits under the Plan is asserted, or litigation, investigation, or other proceedings are commenced against Gravie by a Member, or by any other party on behalf of a Member, in connection with the Plan, Gravie shall provide notice to the Plan Sponsor as soon as practicable. Gravie will select and retain defense counsel with experience litigating similar matters and subject to Plan Sponsor's consent, which consent shall not be unreasonably withheld. Plan Sponsor will assume liability for payment of attorneys' fees and costs in connection with the litigation, proceeding, or investigation. If the Plan Sponsor or Plan are also named in the legal action or proceedings, each Party will provide the other with reasonable cooperation in the defense and will provide such relevant evidence that is not privileged or otherwise confidential to the other Party on request. Gravie is authorized to settle or compromise any Claim to recover benefits under the Plan arising out of a course of legal action with the approval of Plan Sponsor, which approval shall not be unreasonably withheld.

b. Gravie is not an insurer or guarantor of benefits under the Plan nor does it underwrite the risk or otherwise assume any risk for the payment of benefits under the Plan. Under all circumstances, Plan Sponsor shall be liable to pay Plan benefits awarded or paid by settlement, judgment, or otherwise.

## **8. Indemnification and Limitation of Liability**

a. Mutual Indemnification. Except for legal actions or proceedings seeking benefits under the Plan, which are governed by Section 7 of this Agreement, Gravie and Plan Sponsor shall each indemnify, defend and hold harmless the other Party, and its directors, officers, employees, agents and affiliates, from and against any and all third party claims for losses, damages, liabilities, costs, and expenses (including without limitation, reasonable attorneys' fees and costs) resulting from the indemnifying Party's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

b. Procedures. The Party seeking to be indemnified pursuant to this Section 8 (as applicable, the "Indemnified Party") shall be entitled to indemnification only if it gives written notice to the Party obligated to provide such indemnification (the "Indemnifying Party") of any claims, suits or demand by third parties which may give rise to a claim for indemnification with reasonable promptness after receiving written notice of such claim; provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligation to provide indemnification, except if and to the extent that the Indemnifying Party is actually and materially prejudiced thereby. Once the Indemnifying Party confirms in writing to the Indemnified Party that it is prepared to assume its indemnification obligations, the Indemnifying Party shall have sole control over the defense of the claim, at its own cost and expense; provided, however, that the Indemnified Party shall have the right to be represented by its own counsel at its own cost in such matters. The Indemnifying Party shall not settle or dispose of any such matter in any manner which would require the Indemnified Party to make

any admission, or to take any action without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses and to mitigate damages.

c. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY IRRESPECTIVELY OF THE SUCCESS OR FAILURE OF ANY EXCLUSIVE REMEDIES HEREIN. THE MAXIMUM TOTAL LIABILITY OF GRAVIE TO PLAN SPONSOR, REGARDLESS OF THE FORM OF ACTION OR THE REASON FOR THE RECOVERY, SHALL BE LIMITED TO DIRECT MONETARY DAMAGES TO PLAN SPONSOR IN AN AMOUNT NOT TO EXCEED ONE YEAR'S WORTH OF MONTHLY PLAN ADMINISTRATION FEES PAYABLE BY PLAN SPONSOR TO GRAVIE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO LIMITATIONS OF LIABILITY, DISCLAIMERS OR WAIVERS OF ANY DAMAGES THAT ARE SET FORTH IN THIS AGREEMENT OR ANY EXHIBIT OR AMENDMENT THEREOF, WILL APPLY TO LOSSES OR OBLIGATIONS ARISING IN CONNECTION WITH (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (ii) A PARTY'S ACTUAL OR ALLEGED INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.

## **9. Term and Termination**

a. **Initial Term.** This Agreement will commence on the Effective Date, and will continue through the end of the first Plan Year unless earlier terminated as provided herein (the "Initial Term").

b. **Extended Terms.** Upon the expiration of the Initial Term, this Agreement will automatically be extended for successive additional one (1) year periods unless earlier terminated as provided herein. Each such period following the Initial Term is referred to as an "Extended Term." The Initial Term and any Extended Term(s) are referred to collectively as the "Term." The Parties may agree to changes to the Agreement for any Extended Term at any time before sixty (60) days prior to the expiration of the Term. Either Party may terminate the Agreement at the end of the Initial Term or any Extended Term upon at least sixty (60) days prior written notice to the other Party.

c. **Gravie Termination.** Gravie may, at its sole option, and without limiting any other remedy, terminate this Agreement with three (3) business days written notice upon the occurrence of any one or more of the following events:

- i. The Plan Sponsor fails to fund the Account.
- ii. The Plan Sponsor fails to comply with any federal, state or other government statute, rule or regulation;
- iii. The Plan Sponsor files a petition for relief under the Federal Bankruptcy Code.

d. Plan Sponsor Termination. The Plan Sponsor may, at its option, and without limiting any other remedy, terminate this Agreement with three (3) business days written notice upon the occurrence of any one or more of the following events:

- i. Gravie fails to comply with any federal, state or other governmental statute, rule or regulations.
- ii. Gravie files a petition for relief under the Federal Bankruptcy Code.

e. Post-Termination Services. Gravie shall have no obligation to process, pay, or reimburse any Premiums following termination of this Agreement, and Plan Sponsor shall be solely responsible for payment or reimbursement of Premiums thereafter. Gravie will provide a file to Plan Sponsor or its designee with information necessary to continue the payment or reimbursement of Premiums.

## **10. Limitation on Actions and Governing Law**

This Agreement and all duties and obligations arising pursuant to this Agreement shall be governed, to the extent they are not inconsistent with or preempted by applicable federal law, by the laws of the State of Minnesota, excluding the conflicts of laws rules of that State, as though this Agreement was made and performed entirely within that State. Notwithstanding the preceding sentence, any and all matters relating to the copyrights or any other intellectual or industrial property rights hereunder shall be governed by the substantive laws of the United States of America.

## **11. No Waiver**

No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any waiver by a party of any of its rights under this Agreement shall be in writing signed by such party.

## **12. Assignment**

This Agreement may not be assigned by either Party, in whole or in part, including by operation of law, without the prior written consent of the other Party, which consent will not be unreasonably withheld, provided, however, that either Party may assign this Agreement to any entity that acquires all of or substantially all of its capital stock or its assets connected to the business to which this Agreement relates, whether through purchase, merger, consolidation or otherwise. Any attempted assignment in violation of this provision shall be void.

## **13. Notices**

Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service, or by facsimile or email addressed to the respective addresses of the parties as set forth below or at such other addresses as the respective parties may hereafter designate by like notice. Any notice, other than those required or permitted under Sections 7 and 9 may be given by email at the email addresses set forth below. Notices so given shall be effective upon (a) receipt by the party to which notice is given or (b) on the fifth (5th) day following mailing (other than e-mail), whichever occurs first. Notices by email shall be effective on the business day following the date on which the email is sent unless the sender receives an automatic response or other indication that the email account

is not then monitored.

If to Plan Sponsor:

Contact name:

Address:

Email:

If to Gravie:

Gravie Administrative Services LLC

10 NE Second Street, Suite 300

Minneapolis, MN 55413

Attn: HRA Administrator

Email: tpa@gravie.com

#### **14. Administration**

Gravie is providing administrative services only. Gravie has only the authority granted it pursuant to this Agreement. Gravie is not the insurer, guarantor or underwriter of any portion of the Plan. Gravie has no responsibility or liability for funding benefits provided by the Plan. Plan Sponsor retains the ultimate responsibility and liability for all benefits and expenses incident to the Plan, including but not limited to, any state or local taxes that might be imposed relating to the Plan.

#### **15. Entire Agreement and Counterparts**

- a. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and proposals, whether oral or written. There are no promises, terms, conditions or obligations other than those contained herein. Except as expressly provided herein, this Agreement may be modified only in a writing signed by both parties.
- b. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Facsimile or .PDF signature pages shall be deemed original counterparts.

#### **16. Arbitration**

In the event of a dispute arising from this Agreement, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, either of the Parties has the right to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the Party requesting the same. The arbitration proceedings shall be conducted in accordance with the commercial rules of the American Arbitration Association, or if the parties so agree, the relevant rules of another arbitration entity or organization agreed upon by the parties. Such arbitration shall be held in Minneapolis, Minnesota. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the arbitrator's award may be entered in any court having jurisdiction over such matter. No dispute shall be brought more than two years after the event giving rise to the

dispute occurs. The arbitrator's fees shall be borne equally by the Parties.

#### **17. Miscellaneous**

- a. No Agency. For purposes of this Agreement, the parties are independent contractors and not partners, joint ventures or otherwise affiliated and neither party has the right or authority to bind the other party in any way. Gravie is not an agent or employee of the Plan Sponsor and does not assume any liability or responsibility for any breach of duty or act or omission by the Plan Sponsor. Any function not specifically delegated by Plan Sponsor to, and agreed to be assumed by Gravie in writing pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor. Neither party hereto is an agent or legal representative of the other parties for any purpose. Neither party shall enter into any contracts in the name of, or on behalf of the other party, nor shall a party be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so.
- b. No License. Nothing herein shall be construed as an implied license by a Party to use the other Party's name, trademarks, domain names, or other intellectual property. Neither Party shall use the name, trademarks, domain names, or any other name or mark of the other Party in any press release, printed form, advertising or promotional materials or otherwise, without the prior written consent of the other party.
- c. No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- d. Service of Legal Process. Nothing contained herein shall cause either Party to be deemed an agent for service of legal process for the other Party.
- e. Survival. The following sections of this Agreement and all defined terms shall survive termination of this Agreement for any reason: Sections 5, 7, 8, 10, 15, 16, 17 and all defined terms.
- f. Regulations. Each Party shall comply with all laws and regulations applicable to their respective duties and obligations assumed to under this Agreement.
- g. Licensing. Gravie shall maintain any applicable licenses, registrations or certifications that are required to perform the services under this Agreement.
- h. No Legal or Tax Advice. Gravie is not an attorney, tax advisor or investment advisor and does not render legal, tax or investment advice in connection with the creation, adoption or operation of any employee benefit plan, or the purchase of any insurance policy.
- i. Severability. If any provision of this Agreement is found unenforceable under any laws or regulations applicable thereto, such provision terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other provisions of this Agreement.

j. Force Majeure. No party shall be liable to the other for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of, any failure or delay in performance (other than the payment of amounts due under this Agreement) caused by force majeure. For purposes of this Agreement, the term “force majeure” shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, civil disorders, pandemics or similar events, piracy, acts of civil or military authorities, widespread electrical or telecommunications failures (including successful attacks on the Internet infrastructure), and any other causes beyond the reasonable control of the party whose performance is affected or measured, including conduct by one party or its agents that prevents the other party from fulfilling its obligations under this Agreement. Both parties shall use all reasonable efforts to minimize the consequences of force majeure.

k. Authority. Plan Sponsor and Gravie each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

l. Subcontractors. Gravie may, in its sole discretion, choose to engage one or more subcontractors to carry out its responsibilities under this Agreement. Notwithstanding the foregoing, Gravie shall remain responsible for the delivery of all services covered by this Agreement and shall be liable for the acts or omissions of its subcontractors to the same extent as if Gravie were performing such responsibilities.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by affixing the signatures of duly authorized officers.

Gravie

Plan Sponsor

Signature:



Signature:

Name: Charles Marentette

Name:

Title: Chief Financial Officer

Title:

Date:

Date:

**Exhibit A Funding and Fee Payment Terms**

**1. Fees**

<b>Fee</b>	<b>Amount</b>
Plan Administration Fee	The greater of \$[55] per Participant per month, or three-hundred dollars (\$300) for said month.

If Plan Sponsor requests the provision of any service not required under the terms of this Agreement, Gravie may charge Plan Sponsor for the actual and reasonable costs incurred in the performance of such additional service.

**2. Payment Terms**

- a. Authorization. Plan Sponsor authorizes Gravie to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any excess debit entries or debit entries made in error, to the Account indicated below and the depository named below. Plan Sponsor further authorizes Gravie to create accounts for the benefit of the Plan as necessary to process Premium payments directly to insurers for Individual Policies.
- b. Interchange Fees. In circumstances where Plan Sponsor’s employees use pre-loaded debit cards to pay health insurance premiums, Gravie and its contractors may receive interchange fees from use of the card. Total interchange fees may vary, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions, and Gravie will receive interchange fees in the amount of 1.25% for transactions <\$10,000. Interchange fees are paid by insurance companies and not by Plan Sponsor or its employees.
- c. Liability. Neither Gravie nor Plan Sponsor shall be liable for the act or omission of any Automated Clearing House.
- d. Notice and Deposit. Gravie will notify Plan Sponsor of the amount to be debited for the payment or reimbursement of Premiums and fees payable to Gravie as described in Section 3 of this Agreement.
- e. Plan Sponsor agrees that it will have sufficient funds available in the Account to satisfy its obligations under this Agreement by the withdrawal due date. Gravie shall have no obligation to make its own funds available.
- f. Plan Sponsor’s Account. The Account subject to ACH Origination is described in Schedule A below:

Schedule A: Plan Sponsor's ACH Premium Payment Account

(9) Digit ABA Routing Number	DDA Account Number

Plan Sponsor's Financial Institution Name:

Plan Sponsor's FEIN:

## EXHIBIT B

### Brokerage Services Acknowledgement

#### SECTION I: Services and Scope of Work

1.1 Services. Gravie, Inc., parent of Gravie Administrative Services LLC, and its subsidiaries provide an array of services to individuals and employers. Gravie Agency LLC, a wholly owned subsidiary of Gravie, Inc., provides Broker Services to individuals as described below, along with online and telephonic tools to assist individuals in selecting from a broad array of products and services, including individual policies of health insurance as well as other products and services for the general improvement of health, and programs and tools to promote exercise, fitness, and nutrition. As described in the terms of the Agreement, Gravie Administrative Services LLC, a wholly owned subsidiary of Gravie, Inc. provides plan administration Services to employers.

1.2 Broker Services. Gravie Agency LLC (“Agency”) will provide information and services to help Plan Sponsor’s employees select suitable Individual Policies through personalized decision support systems designed to match employees and their dependents with appropriate individual policies of insurance and other products and services made available to them by Agency (the “Broker Services”). Broker Services are provided by Agency to individuals, including employees and their dependents. Plan Sponsor is not a party to any agreement entered into by employees or their dependents with insurance companies or providers of health and wellness services made available through the Broker Services.

Agency will provide access to a wide range of Individual Policies. The decision to purchase any Individual Policy shall be at the sole discretion of individuals. All communications regarding the Broker Services and Individual Policies shall be supplied by Agency. Agency will use commercially reasonable efforts to educate and assist employees and their dependents in selecting the individual health plan option that best fits their needs, but does not represent or guarantee that any option selected by an individual will provide the greatest benefits or lowest cost under the particular facts and circumstances. Agency will use commercially reasonable efforts to accurately describe the individual health insurance benefits, rights and features, but does not represent or guarantee that every communication will be correct or complete. Agency will make commercially reasonable efforts to work with individual market insurance issuers in a neutral and unbiased fashion, and agrees it will present coverage options in a way that is neutral and does not promote otherwise one issuer over another for reasons unrelated to individual needs and individual preferences. Agency does not guarantee that all individual market issuers or all products of all individual market issuers will be made available. Employer agrees not to endorse Agency or hold Agency out as the sole or exclusive source of broker services.

1.3 Customer Service. Agency will make available resources to answer questions from employees regarding employee usage of Agency’s website, Broker Services, and other products and services offered by Agency.

1.4 Website. Agency will provide reasonable access to a website that provides employees with online access to Individual Policies that are available to them.

1.5 Records. Agency and Gravie (collectively, “Gravie Service Providers”), agree to retain records for seven years under the Agreement consistent with their respective roles and applicable law. Upon termination of this Agreement, Gravie Service Providers shall provide copies of records to Plan Sponsor upon request consistent with the Gravie Service Providers’ Privacy Policy and applicable law. Gravie Service Providers shall not be responsible for storing copies of records after termination of this Agreement except as provided above.

1.6 Disclosures. Agency may receive commissions from third party health insurance companies for the sale of Individual Policies to Plan Sponsor’s employees. Health Insurance Premiums paid by individuals may include commissions, but individuals pay the same rate whether or not they use an insurance broker. Fees paid by Plan Sponsor to Gravie are separate and apart from, and may be in addition to, commissions earned by Agency. No employees will pay fees to Agency or Gravie for Brokerage Services or other services.

**SECTION II: Obligations of Plan Sponsor**

2.1 Other Health Insurance Coverage. The parties acknowledge and agree that the Gravie Service Providers are neutral and assume no responsibility with respect to any decision made by Plan Sponsor to adopt, modify, amend or terminate other group health plans in connection with adopting an ICHRA.

2.2 Permission to Market to Employees; Employee Data. Plan Sponsor shall permit Agency to market and promote Broker Services and other services to employees and their dependents, including individual insurance policies and wellness products and services; provided, Agency shall not make any statements or provide any materials to employees and their dependents which indicate that the Plan offers reimbursement for anything but the Premiums for the Individual Policies. Employees and their dependents will have the option to opt out of any marketing of Broker or other services. Plan Sponsor shall not have the right to approve or modify Agency brochures or promotional material except to verify that Plan Sponsor’s name or logo is not displayed on such materials. Agency will provide Plan Sponsor copies of Agency brochures and promotional materials upon request. All questions by employees regarding Broker Services will be referred to Agency. Plan Sponsor shall provide Agency with the appropriate contact information for employees.

2.3 Plan Sponsor to Maintain Complete Neutrality. Plan Sponsor shall maintain complete neutrality regarding individual policies of insurance made available by Agency to employees and their dependents. To this end, Plan Sponsor shall not: (1) require employees or their dependents to participate in the Broker Services or other services or purchase individual insurance policies or wellness products or services; (2) endorse any individual insurance policy or insurance company made available by Agency through the Broker Services or other services; (3) describe the Broker Services, other services or individual insurance policies as the Plan Sponsor’s plan or our plan; (4) make references to the Broker Services, other services or individual insurance policies on emails or company letterhead; (5) include a description of the Broker Services, other services or individual insurance policies or insurance companies or any funds made available by employer for purchase of such individual policies in any summary plan description; (6) negotiate with insurance companies regarding policies made available through the Broker Services or other services; (7) maintain insurance claims forms in the workplace; (8) answer employee questions on insurance coverage regarding any individual policy purchased through the Broker Services or other services; or (9) assist employees with disputed insurance claims. Plan Sponsor may refer employees with questions to Agency or Gravie. Participation in Broker Services or other services by employees and their dependents shall be completely voluntary. Plan Sponsor shall not endorse Agency or Gravie or express any preference for brokers that represent a particular firm or have a relationship with a certain health insurance issuer.

**Plan Sponsor Acknowledgement**

Signature:  
Title:  
Date:

## EXHIBIT C

### BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is entered into by and between Plan Sponsor (as defined in the Agreement), as plan sponsor and plan administrator of, and on behalf of its individual coverage health reimbursement arrangement plan (“Covered Entity”), and Gravie Administrative Services LLC, a wholly owned subsidiary of Gravie, Inc., a Delaware company with its headquarters at 10 NE Second St, Suite 300, Minneapolis, Minnesota (“Business Associate”), effective upon the date it is signed by both parties, or if earlier, on the date of commencement of services from Business Associate to Covered Entity (“Effective Date”).

This Addendum shall be incorporated into and made a part of the Administrative Services Agreement (“Agreement”) between Plan Sponsor and Business Associate and shall supersede any conflicting or inconsistent terms and provisions of the Agreement to which this Addendum is attached, including any exhibits or other attachments thereto and all documents incorporated therein by reference. This Addendum may be executed and made effective prior to execution of a written contract reflecting the Agreement.

This Addendum is intended to comply with the Administrative Simplification provisions in Part C of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 under Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and by the Genetic Information Nondiscrimination Act of 2008, Public Law 110-233.

#### Recitals

WHEREAS, Plan Sponsor and Business Associate are parties to an Agreement pursuant to which Business Associate provides certain services to Plan Sponsor and the Covered Entity and, in connection with those services, Covered Entity (and Plan Sponsor or another business associate of Covered Entity) discloses Protected Health Information (“PHI”) to Business Associate, and Business Associate creates and receives PHI on behalf of Covered Entity;

WHEREAS, the parties desire to protect the privacy and provide for the security of the PHI pursuant to HIPAA;

WHEREAS, HIPAA requires Business Associate to enter into a contract containing specific requirements pertaining to Business Associate’s use and disclosure of PHI received from, or created or received on behalf of, Covered Entity;

WHEREAS, Covered Entity and Business Associate agree that there is good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to enter into the covenants and agreements contained in this Addendum.

NOW THEREFORE, for and in consideration of the recitals above and mutual covenants and conditions below, Plan Sponsor and Business Associate enter into this Addendum, and agree as follows:

#### Section 1 – Definitions

**1.1 Catch-all definition.** The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Underwriting Purposes, Unsecured Protected Health Information, and

Use.

## 1.2 Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Gravie Administrative Services LLC.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean individual coverage health reimbursement arrangement plan.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

## Section 2 - Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Use or disclose PHI only as permitted or required by the Agreement or as Required by Law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by the Agreement;

(c) Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, without unreasonable delay, taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, security incident or Breach, but in no event more than thirty (30) calendar days (except that, for purposes of this reporting requirement, Business Associate does not need to report inconsequential incidents that occur on a daily basis such as scans or “pings” that are not allowed past Business Associate’s firewalls);

(d) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) To the extent that Business Associate uses or maintains electronic PHI on individuals in a Designated Record Set on behalf of Covered Entity, disclose such electronic PHI to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.524;

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an Accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Section 3 - Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may Use or Disclose PHI as necessary to perform its obligations and functions under the Agreement.

(b) Business Associate may Disclose PHI to other Business Associates of the Covered Entity for the payment purposes or the Health Care Operations of the Covered Entity, when directed by the Covered Entity, and subject to Business Associate's review and approval of such requests. In this event, Business Associate may require that a data transfer agreement or similar contract be signed between Business Associate and other applicable parties.

(c) Business Associate may not Use or Disclose protected health information in a manner that would violate the Privacy Rule if done by Covered Entity except for the following: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; (iii) for the provision of Data Aggregation services relating to the Health Care Operations of the Covered Entity.

(d) Business Associate may disclose PHI for the purposes described in Sections 3(b)(i) and (ii) of this Addendum only if: (i) the disclosure is Required By Law; or (ii) Business Associate obtains reasonable assurance from the person or entity to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

(e) Business Associate may Use or Disclose PHI pursuant to a valid authorization by an Individual that satisfies the requirements of 45 C.F.R. § 164.50, except for uses or disclosures of psychotherapy notes or genetic information.

(f) Business Associate may de-identify PHI received from Covered Entity in a manner consistent with the Privacy Rule's standards for de-identification. Business Associate may use and disclose de-identified information to the extent permitted by HIPAA.

(g) When Using or Disclosing PHI or when requesting PHI from Covered Entity, Business Associate will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

### **Section 4 – Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

(a) Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Covered entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

### **Section 5 - Permissible Requests by Covered Entity**

Covered entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

### **Section 6 - Term and Termination**

(a) Term. The Term of this Addendum shall be effective as of the Effective, and shall terminate on the date of termination of the Agreement or if later, upon completion of any post-termination obligations agreed upon by Covered Entity and Business Associate. Covered Entity may terminate this Addendum on an earlier date for cause as authorized in paragraph (b) of this Section.

(b) Termination for Cause.

(i) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Covered Entity's obligation under the Agreement, Covered Entity will:

I. Provide an opportunity for Business Associate a reasonable opportunity to cure the breach or end the violation, but not less than thirty (30) days, and terminate this Addendum and any relevant sections of the Agreement if Business Associate does not cure the breach or end the violation within the period provided or cure; or

II. Immediately terminate this Addendum and any relevant sections of the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Addendum for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity:

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) To the extent feasible, return to Covered Entity or, if agreed to by Business Associate, destroy the remaining PHI that the Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 for as long as Business Associate retains the PHI;

(iv) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 3 of this Addendum which applied prior to termination; and

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

### **Section 7 - Miscellaneous**

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

(d) State Law. Nothing in this Addendum shall be construed to require Business Associate to Use or Disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under applicable state law for such Use or Disclosure. Covered entity hereby acknowledges and agrees that it is Covered Entity's responsibility to inform Business Associate of any state law provisions that are more restrictive than HIPAA Rules.

(e) No Third Party Beneficiaries. This Addendum is intended for the benefit of Business Associate, Covered Entity or plan sponsor only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary.

(f) Notices. Any notice required pursuant to this Addendum must be in writing and sent by email or fax with proof of delivery, registered or certified mail, return receipt requested, or by a nationally recognized private overnight carrier with proof of delivery, to the addresses of the parties set forth below in this Addendum.

*Business Associate*. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Addendum, notice shall be provided to:

Sarah Schott  
Gravie, Inc.  
10 NE Second St, Suite 300  
Minneapolis, MN 55413

*Plan Sponsor or Covered Entity*. To the extent notice is required to be provided by Business Associate to plan sponsor or Covered Entity under any provision in this Addendum, notice shall be provided to:

Contact Name:  
Address:  
Email:

(g) Choice of Law. This Addendum is made in and will be governed by, and construed in accordance with, the laws of the State Minnesota (to the extent not preempted by federal law) without regard to principles of conflict or choice of law.

(h) Assignment and Delegation. No party may assign its rights or duties under this Addendum without the prior written consent of the other. This Addendum is binding upon and will inure to the benefit of the respective parties hereto and their successors and permitted assigns.

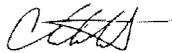
(i) Force Majeure. The obligations of any party under this Addendum will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disaster, earthquake, pandemic and governmental action. The party claiming suspension under this Section will take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

IN WITNESS WHEREOF, the parties have each caused this Business Associate Addendum to be executed by an authorized officer, as of the date first written above

Business Associate

Plan Sponsor

Signature:



Signature:

Title:

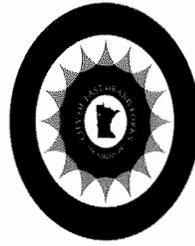
Chief Financial Officer

Title:

Date:

Date:

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: 11/15/2024 - 11:16 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
43409	11/19/2024	ACM001	Acme Electric Companies	350.86	0
43410	11/19/2024	ADV007	Advanced Auto Parts	15.56	0
43411	11/19/2024	PET005	Allstate Peterbilt of Grand Forks	1,047.34	0
43412	11/19/2024	BAR014	Tyler Barrett	107.00	0
43413	11/19/2024	BAT001	Batteries + Bulbs	166.44	0
43414	11/19/2024	BOU007	Josh Boushee	97.00	0
43415	11/19/2024	BOU008	Kristen Boushee	77.00	0
43416	11/19/2024	BRE016	Bryan Brenden	77.00	0
43417	11/19/2024	CUT003	Jacob Burris	420.00	0
43418	11/19/2024	C&R001	C&R Cleaners & Laundry	318.80	0
43419	11/19/2024	CEN006	Century Link	129.31	0
43420	11/19/2024	CEN010	Century Link	6.00	0
43421	11/19/2024	TIT002	CNH Industrial Retail Accounts	2,448.91	0
43422	11/19/2024	COL002	Cole Papers Inc	57.17	0
43423	11/19/2024	COP002	Copy Cat Printing	120.00	0
43424	11/19/2024	COU008	Countrywide Sanitation Company	53,148.05	0
43425	11/19/2024	CUS002	Custom Stripes Inc	2,580.00	0
43426	11/19/2024	DAH022	Hilary Dahlen	137.00	0
43427	11/19/2024	DAK006	Dakota TV & Appliance	436.90	0
43428	11/19/2024	DDA001	DDA Human Resources, Inc	8,500.00	0
43429	11/19/2024	DOS003	Tom Dostal	47.00	0
43430	11/19/2024	ENV002	Environmental Equipment & Services	1,463.58	0
43431	11/19/2024	FOR005	Forum Communications Company	1,050.00	0
43432	11/19/2024	FOS004	Travis Foster	127.00	0
43433	11/19/2024	GAL002	Galls LLC	214.84	0
43434	11/19/2024	GAL003	Galstad Jensen & McCann PA	31,075.22	0
43435	11/19/2024	GOP002	Gopher State Lawn Sprinklers	150.00	0
43436	11/19/2024	GFW001	Grand Forks Welding & Machine	1,470.30	0
43437	11/19/2024	Greg008	Kyle Gregoire	77.00	0
43438	11/19/2024	HEG001	Justin Hegg	61.00	0
43439	11/19/2024	TCL001	Gregory Hufnagle	8,532.50	0
43440	11/19/2024	HUG001	Hugo's	111.15	0
43441	11/19/2024	INP001	In-Prints Screen Printing	180.00	0
43442	11/19/2024	KOS003	Nick Kostel	77.00	0
43443	11/19/2024	LIN010	Linde Gas & Equipment, Inc.	1,318.40	0
43444	11/19/2024	HAR081	Local Ace	160.63	0
43445	11/19/2024	HAR087	Local Ace	113.06	0
43446	11/19/2024	HAR089	Local Ace	7.59	0
43447	11/19/2024	MARCD1	Marco Technologies LLC	97.62	0
43448	11/19/2024	MAR008	Marshall & Polk Rural Water System	9.93	0
43449	11/19/2024	MEL004	Taylor Mellenthin	47.00	0
43450	11/19/2024	MPO001	Metropolitan Planning Organization	6,767.09	0
43451	11/19/2024	MPW001	Minnesota Pump Works	9,865.50	0
43452	11/19/2024	MND006	MN Dept of Revenue	1,979.00	0
43453	11/19/2024	MND013	MN Dept of Transportation	6,135.84	0
43454	11/19/2024	COM002	Morgan Printing	745.00	0
43455	11/19/2024	MOT002	Motorola Solutions Inc	1,218.00	0
43456	11/19/2024	MSC001	MSC Industrial Supply Co	3,334.70	0
43457	11/19/2024	MTI001	MTI Distributing Company	921.99	0
43458	11/19/2024	NEL101	Nelson Auto	3,578.15	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
43459	11/19/2024	NEL010	Nelson International	1,024.43	0
43460	11/19/2024	NOR024	Northland Yard Service	600.00	0
43461	11/19/2024	ORE001	O'Reilly Automotive, Inc.	218.90	0
43462	11/19/2024	OFF002	ODP Business Solutions, LLC	16.49	0
43463	11/19/2024	OLS016	Jeremy Olson	107.00	0
43464	11/19/2024	OPP001	Opp Construction LLC	44,160.00	0
43465	11/19/2024	ORC002	Orchard Oil Company	3,102.00	0
43466	11/19/2024	EXP002	Page 1 Publications, Inc.	65.22	0
43467	11/19/2024	PAL004	Tyler Palmiseno	47.00	0
43468	11/19/2024	PDQ001	PDQ Sanitary Services	170.00	0
43469	11/19/2024	HOU002	Damon & Bridget Pearson	200.00	0
43470	11/19/2024	PET001	Peterson Veterinary Clinic P.C.	150.00	0
43471	11/19/2024	PKM001	PKM Electric Cooperative, Inc	1,121.84	0
43472	11/19/2024	POM001	Pomp's Tire Service, Inc	1,554.96	0
43473	11/19/2024	POW003	Powerplan OIB	1,239.72	0
43474	11/19/2024	PRE001	Premium Waters Inc	44.19	0
43475	11/19/2024	R&R001	R&R Specialties of Wisconsin Inc	57.10	0
43476	11/19/2024	RED008	Red Wing Shoe Store	457.72	0
43477	11/19/2024	SAF002	Safety-Kleen Systems, Inc.	978.69	0
43478	11/19/2024	SAN005	Sanford Health OccMed	65.00	0
43479	11/19/2024	SEI003	Paul Scidel	137.00	0
43480	11/19/2024	SIM001	Simonson Station Stores	17.15	0
43481	11/19/2024	MIK001	SJA Thunder Corp	600.00	0
43482	11/19/2024	SER002	Daniel L Spiros	40.00	0
43483	11/19/2024	STA005	Strata Corp	3,180.00	0
43484	11/19/2024	STU001	Stuart's Towing	100.00	0
43485	11/19/2024	TMO001	T-Mobile	229.40	0
43486	11/19/2024	RET001	The Retrofit Companies Inc	6,042.58	0
43487	11/19/2024	THU002	Thur-O-Clean	394.00	0
43488	11/19/2024	TRU003	True North Equipment	6,366.54	0
43489	11/19/2024	USB005	US Bank Corporate Payment Systems	106,275.00	0
43490	11/19/2024	VAL001	Valley Petroleum Equipment	861.11	0
43491	11/19/2024	VAL002	Valley Truck Parts and Services Inc.	850.85	0
43492	11/19/2024	VER001	Verizon Wireless	1,634.04	0
43493	11/19/2024	VES001	Vestis Services LLC	515.47	0
43494	11/19/2024	VOE002	Kyle Voeller	47.00	0
43495	11/19/2024	VOL001	Tyler Vold	47.00	0
43496	11/19/2024	WAT001	Water and Light Department	49,446.31	0
43497	11/19/2024	WID001	Widseth Smith Nolting & Associates	45,620.75	0
43498	11/19/2024	XCE001	Xcel Energy	168.35	0
				<hr/>	
				Check Total:	<hr/>
					429,129.24
				<hr/>	

# Request for Council Action

Date: November 19, 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: 2025 Budget Discussion and Update

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**Background:**

Attached is an updated 2025 Budget Revenue and Expenditure Summary which reflects changes in the budget since the preliminary budget was approved on 9/17/2024.

Key points to note are the following:

- As of Friday, November 15<sup>th</sup> the Truth in Taxation forms have not been delivered to residents from Polk County yet. Once we receive these, we'll update and include a summary of Tax Rate Comparisons for properties within East Grand Forks at various Tax Market Values.
- The budget summary included continues to include the 2024 cost of Health Insurance premiums. Savings from moving to Health Insurance to the ICHRA Plan are to be determined, based on yet to be agreed upon Employer contribution amounts.
- Preliminary Budget is set at a Property Tax Levy of \$7,415,188 or a 7% increase from 2024.
  - At 7% levy, Expenditures over Revenues are at (\$299,389)
  - Estimated General Fund Balance as % of Expenditures at 52%
- A 3% Levy increase would set the Property Tax Levy at \$7,137,983 and
  - At 3% Levy, Expenditures over Revenues at (\$576,594)
  - Estimated General Fund Balance as % of Expenditures at 50%

**Additional information will be provided and presented at the 11/19/2024 Meeting.**

**Enclosures:**

2025 Revenue & Expenditure Summary at 7% Levy Increase

2025 Revenue & Expenditure Summary at 3% Levy Increase

**CITY OF EAST GRAND FORKS, MINNESOTA  
GENERAL FUND  
REVENUE AND EXPENDITURE SUMMARY  
November 19, 2024**

	Actual 2022	Actual 2023	Budget 2024	Budget 2025	CHANGE OVER 2024 BUDGET	
					AMOUNT	%
<b>REVENUES/SOURCES</b>						
1 Property Tax Levy*	\$ 5,646,759	\$ 6,562,480	\$ 6,930,081	\$7,415,188	\$ 485,107	7.0%
2 Franchise & Other Taxes	1,702,729	1,667,902	1,567,683	1,608,397	\$ 40,714	2.6%
3 Licenses & Permits	107,019	124,848	116,275	114,375	\$ (1,900)	-1.6%
4 Intergovernmental	2,943,524	2,657,902	2,839,577	2,884,525	\$ 44,948	1.6%
5 Charges for Services	1,431,641	1,455,808	1,451,180	1,454,454	\$ 3,274	0.2%
6 Fines & Forfeits	80,311	75,478	118,000	68,500	\$ (49,500)	-41.9%
7 Other Revenues	179,633	222,532	38,500	110,400	\$ 71,900	186.8%
8 Other Financing Sources	133,285	154,239	266,600	315,000	\$ 48,400	18.2%
9 Total Revenues/Other Sources	\$ 12,224,903	\$ 12,921,190	\$ 13,327,897	\$ 13,970,839	\$ 642,943	4.8%
10 Reserved Used/Excess	341,734	150,559	174,064		(174,064)	-100.0%
Total Available Resources	\$ 12,566,637	\$ 13,071,749	\$ 13,501,961	\$ 13,970,839	\$ 468,879	3.5%
<b>EXPENDITURES/USES</b>						
Current:						
11 General Government	\$ 1,617,419	\$ 1,427,788	\$ 1,508,738	\$ 1,630,170	\$ 121,431	8.0%
12 Police	3,115,653	3,290,065	3,667,614	3,888,533	\$ 220,919	6.0%
13 Fire	1,367,280	1,403,004	1,516,159	1,582,164	\$ 66,005	4.4%
14 Other Public Safety	188,590	190,122	204,534	252,669	\$ 48,135	23.5%
15 Public Works	1,696,823	1,563,719	1,766,810	1,799,145	\$ 32,335	1.8%
16 Recreation & Culture	1,931,265	1,886,678	2,168,822	2,272,293	\$ 103,471	4.8%
17 Community Development	45,526	26,205	66,600	65,000	\$ (1,600)	-2.4%
18 Library	651,803	680,274	785,008	810,605	\$ 25,597	3.3%
19 Senior Center	124,145	133,662	146,036	146,584	\$ 548	0.4%
20 Other Expenditures	381,572	440,559	427,009	457,000	\$ 29,991	7.0%
	<b>11,120,077</b>	<b>11,042,077</b>	<b>12,257,331</b>	<b>12,904,164</b>	<b>646,833</b>	<b>5.3%</b>
Capital Outlay & Other Uses:						
21 General Government	-	-	-	-		
22 Police	71,491	95,823	116,500	212,789	\$ 96,289	82.7%
23 Fire	45,721	-	-	-	\$ -	
24 Public Works	15,295	-	-	-	\$ -	
25 Street Reconstruction	243,218	256,062	275,000	280,000	\$ 5,000	1.8%
26 Recreation & Culture	20,478	-	60,000	55,000	\$ (5,000)	-8.3%
27 Other Expenditures	130,107	90,636	235,000	285,000	\$ 50,000	21.3%
28 Debt Service	91,516	-	90,000	120,000	\$ 30,000	33.3%
29 Other Financing Uses	828,734	567,818	443,597	413,275	\$ (30,322)	-6.8%
	<b>1,446,560</b>	<b>1,010,339</b>	<b>1,220,097</b>	<b>1,366,064</b>	<b>145,967</b>	<b>12.0%</b>
30	\$ 12,566,636	\$ 12,052,416	\$ 13,477,428	\$ 14,270,228	\$ 792,800	5.9%

Revenues/Sources Over (Under) Expenditures and chg Fund Balance \$ 0 \$ 1,019,333 \$ 24,532 \$ (299,389)  
 Budgeted Fund Balance Reserve 457,456  
 Payroll increase 556,615

# 3% Levy Increase

## CITY OF EAST GRAND FORKS, MINNESOTA GENERAL FUND REVENUE AND EXPENDITURE SUMMARY

November 19, 2024

	Actual 2022	Actual 2023	Budget 2024	Budget 2025	CHANGE OVER 2024 BUDGET AMOUNT	%
<b>REVENUES/SOURCES</b>						
1 Property Tax Levy*	\$ 5,646,759	\$ 6,562,480	\$6,930,081	\$7,137,983	\$207,902	3.0%
2 Franchise & Other Taxes	1,702,729	1,667,902	1,567,683	1,608,397	\$ 40,714	2.6%
3 Licenses & Permits	107,019	124,848	116,275	114,375	\$ (1,900)	-1.6%
4 Intergovernmental	2,943,524	2,657,902	2,839,577	2,884,525	\$ 44,948	1.6%
5 Charges for Services	1,431,641	1,455,808	1,451,180	1,454,454	\$ 3,274	0.2%
6 Fines & Forfeits	80,311	75,478	118,000	68,500	\$ (49,500)	-41.9%
7 Other Revenues	179,633	222,532	38,500	110,400	\$ 71,900	186.8%
8 Other Financing Sources	133,285	154,239	266,600	315,000	\$ 48,400	18.2%
9 Total Revenues/Other Sources	\$ 12,224,903	\$ 12,921,190	\$ 13,327,897	\$ 13,693,634	\$ 365,737	2.7%
10 Reserved Used/Excess	341,734	150,559	174,064		(174,064)	-100.0%
Total Available Resources	\$ 12,566,637	\$ 13,071,749	\$ 13,501,961	\$ 13,693,634	\$ 191,673	1.4%
<b>EXPENDITURES/USES</b>						
Current:						
11 General Government	\$ 1,617,419	\$ 1,427,788	\$ 1,508,738	\$ 1,630,170	\$ 121,431	8.0%
12 Police	3,115,653	3,290,065	3,667,614	3,888,533	\$ 220,919	6.0%
13 Fire	1,367,280	1,403,004	1,516,159	1,582,164	\$ 66,005	4.4%
14 Other Public Safety	188,590	190,122	204,534	252,669	\$ 48,135	23.5%
15 Public Works	1,696,823	1,563,719	1,766,810	1,799,145	\$ 32,335	1.8%
16 Recreation & Culture	1,931,265	1,886,678	2,168,822	2,272,293	\$ 103,471	4.8%
17 Community Development	45,526	26,205	66,600	65,000	\$ (1,600)	-2.4%
18 Library	651,803	680,274	785,008	810,605	\$ 25,597	3.3%
19 Senior Center	124,145	133,662	146,036	146,584	\$ 548	0.4%
20 Other Expenditures	381,572	440,559	427,009	457,000	\$ 29,991	7.0%
	<b>11,120,077</b>	<b>11,042,077</b>	<b>12,257,331</b>	<b>12,904,164</b>	<b>646,833</b>	<b>5.3%</b>
Capital Outlay & Other Uses:						
21 General Government	-	-	-	-	-	-
22 Police	71,491	95,823	116,500	212,789	\$ 96,289	82.7%
23 Fire	45,721	-	-	-	\$ -	-
24 Public Works	15,295	-	-	-	\$ -	-
25 Street Reconstruction	243,218	256,062	275,000	280,000	\$ 5,000	1.8%
26 Recreation & Culture	20,478	-	60,000	55,000	\$ (5,000)	-8.3%
27 Other Expenditures	130,107	90,636	235,000	285,000	\$ 50,000	21.3%
28 Debt Service	91,516	-	90,000	120,000	\$ 30,000	33.3%
29 Other Financing Uses	828,734	567,818	443,597	413,275	\$ (30,322)	-6.8%
	<b>1,446,560</b>	<b>1,010,339</b>	<b>1,220,097</b>	<b>1,366,064</b>	<b>145,967</b>	<b>12.0%</b>
30	\$ 12,566,636	\$ 12,052,416	\$ 13,477,428	\$ 14,270,228	\$ 792,800	5.9%

Revenues/Sources Over (Under)	\$	0	\$ 1,019,333	\$ 24,532	\$ (576,594)
Expenditures and chg Fund Balance	\$	0	\$ 1,019,333	\$ 24,532	\$ (576,594)
Budgeted Fund Balance Reserve		457,456			
Payroll increase				556,615	