

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
FEBRUARY 10, 2009
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Plans and Specifications – “2009 Assessment Job No. – Paving – Peabody 1st Addition/Greenway 1st Addition – Greg Boppre
2. 5th Ave. NW STIP Project- Greg Boppre
3. Towing Contract – Michael Hedlund
4. Lieutenant Position – Michael Hedlund
5. Liquor License Ordinance – Scott Huizenga

ADJOURN

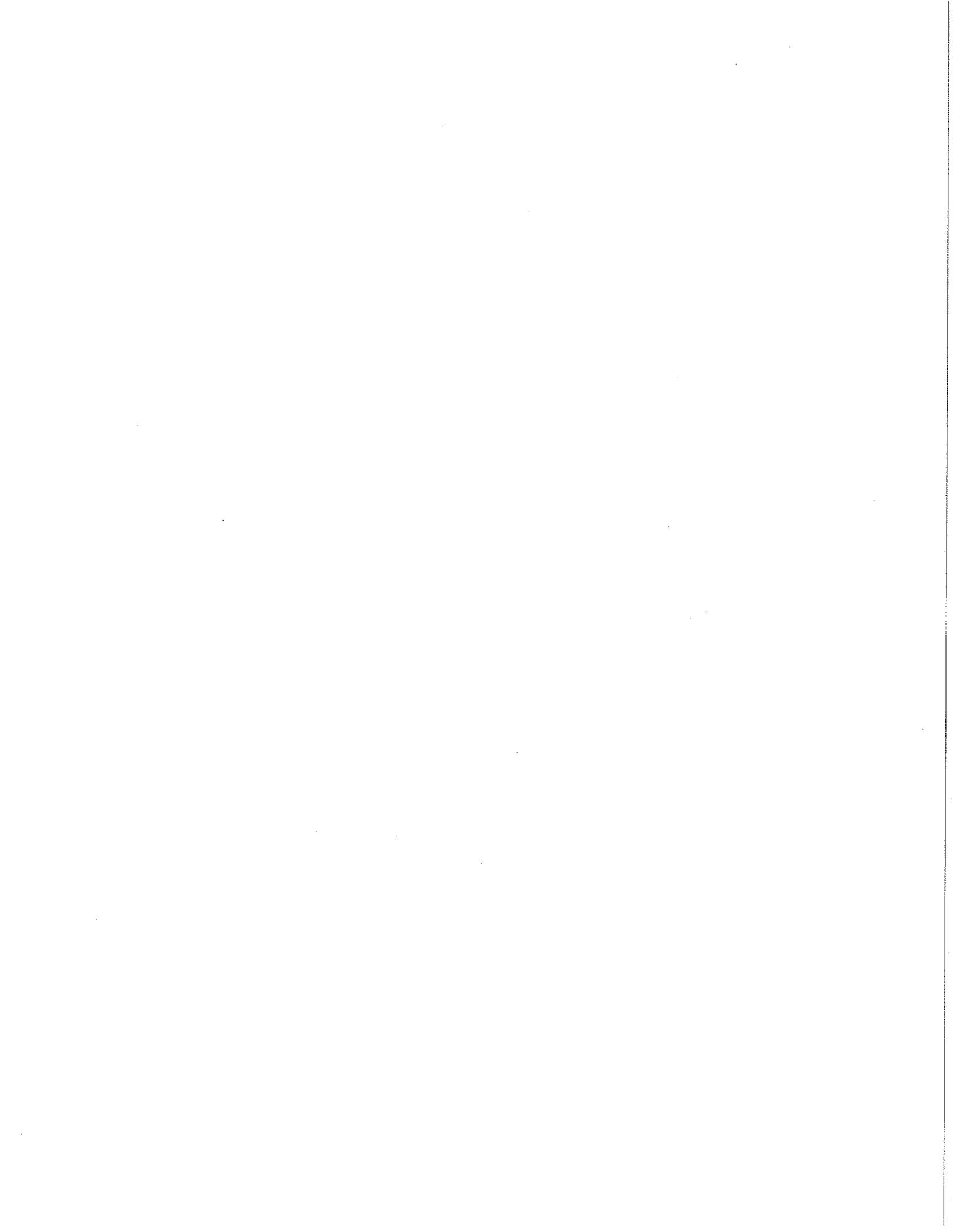
UPCOMING MEETINGS

Regular Meeting – February 17, 2009 – 5:00 PM – Council Chambers

Work Session – February 24, 2009 – 5:00 PM – Training Room

Regular Meeting - March 3, 2009 – 5:00 PM – Council Chambers

Work Session – March 10, 2009 – 5:00 PM – Training Room



Request for Council Action

Date: February 4, 2009

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications – 2009 Assessment Job No. 3 – Paving Peabody 1st Addition/Greenway 1st Addition

Background:

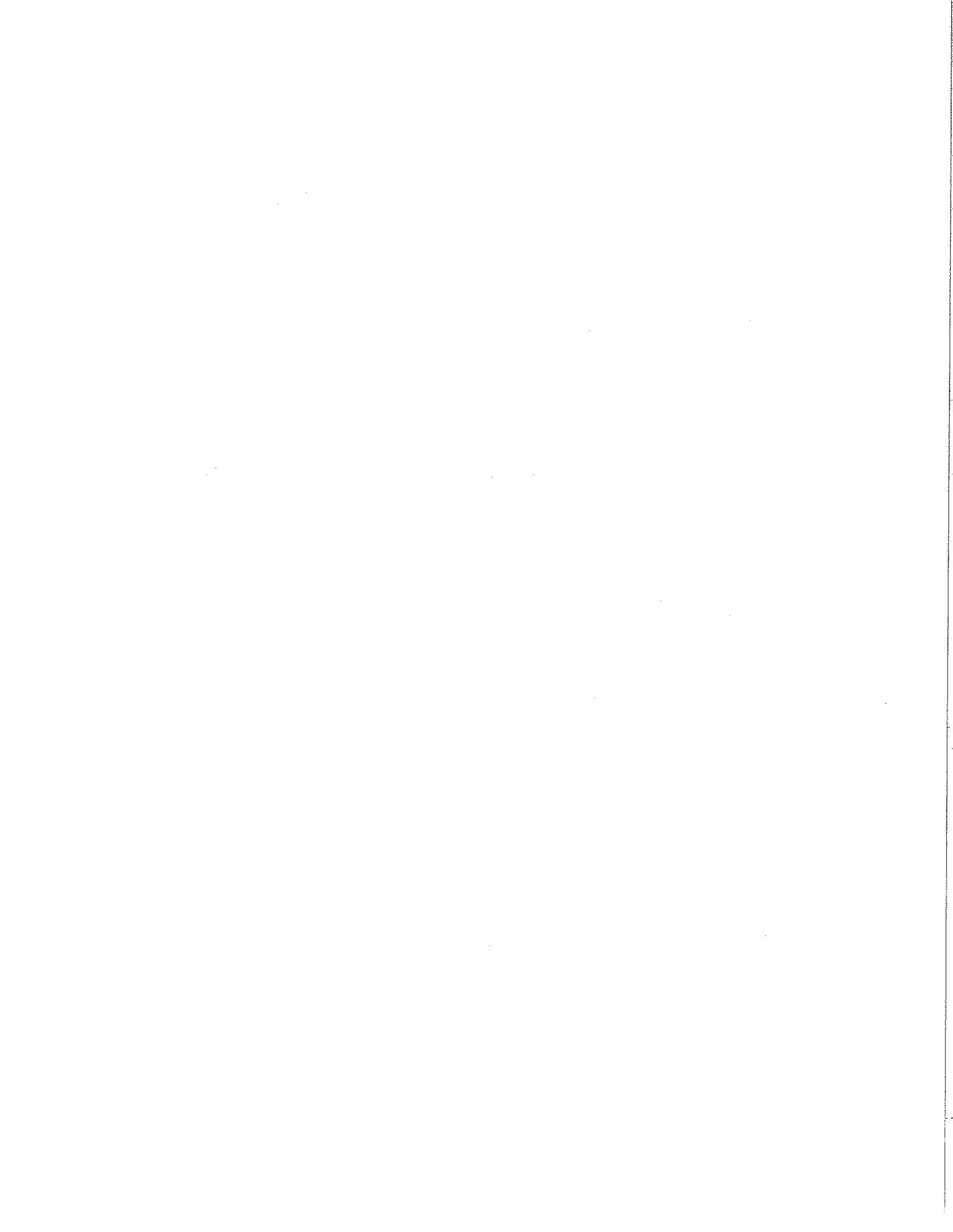
As per the discussion at the Tuesday, February 3, 2009 City Council meeting, the City would like to proceed with the paving along 11th Ave SE and 13th St SE.

Recommendation:

Approval to prepare plans and specifications

Enclosures:

N/A



Request for Council Action

Date: February 4, 2009

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: 5TH Ave NW

Background:

In 2006, an Access Management Study was completed for the MPO. This study looked at the US 2 corridor to determine the most appropriate long-term highway access for this corridor. (see attached excerpts) The City Council would like to discuss this project or the possibility of alternative projects.

Two possible alternatives would be 17th street ne, from TH220 to 5th avenue ne and 10th street ne, from 5th avenue ne to 11th avenue ne.

Recommendation:

Approve existing plan or alternative

Enclosures:

N/A

CHAPTER 8: RECOMMENDED ACCESS PLAN

8.1 RECOMMENDED PLAN

In consideration of the future growth of the City of East Grand Forks, the forward vision of the MPO, and the current conditions within the limits of the study corridor, it is recommended that alternatives "1" and "3" be implemented on Gateway Drive. These two alternatives provide the best balance between safety (of the traveling public) and the appropriate level of access control (to support local commerce). The recommended plan can be found in Figure 8.1.

Alternative 1 would extend 5th Avenue NW across Gateway Drive and signalize this intersection. The highway forms a logical barrier between the north and south sides of the City of East Grand Forks. The proposed north/south connection at 5th Avenue NW will provide an additional link between residential and commercial areas, promoting easier access between the two land uses. Though the crash costs at 5th Avenue NW may increase with the recommended intersection upgrade, this can be offset by the reduced crash costs at Central Avenue and by the benefit of having an additional connection between the north and south, which will help reduce emergency response times; this is especially critical during times of flood events when the optional north/south routes are reduced and more congested. It is also worth noting that the eastbound and westbound approaches to 5th Avenue NW would operate at LOS A in the No-Build condition and in the Build condition. This is due, primarily, to the fact that the east and west legs of the intersection would likely consume the greatest share of available green time, which would keep traffic moving along Gateway Drive.

If not timed properly, additional traffic signals can have a detrimental impact to traffic flow along a corridor. This is inherent with the installation of a traffic signal because of the introduction of interrupted flow at a location where traffic flow was previously uninterrupted. These impacts to Gateway Drive could be largely mitigated, though, by coordinating the new signal with the existing signals at Central Avenue and 5th Avenue NE. Signal coordination can greatly reduce travel times by dramatically reducing the number of stops along a corridor, which would be particularly beneficial for truck traffic.

Alternative 3 would provide a ¾-movement access at Gateway Drive to the south leg of 2nd Avenue NE. The connection at 2nd Avenue NE may also help to reduce future congestion on Central Avenue by diverting vehicles destined for the would-be retail area just south and west of the Central Avenue intersection. This ¾-movement access would provide the necessary access to this prime real estate, yet would not encourage additional traffic in the surrounding residential areas. This new connection would primarily service pass-by vehicles on Gateway Drive wishing

to access the future retail site. It will be possible to tie this extension of 2nd Avenue NE in to its current terminus at 10th Street NE, but only by routing it around a parking lot. This "rear access" to the development is necessary for emergency response purposes but will not be a desirable travel route for through traffic.

8.1.1 Compatibility with Previous Planning Efforts

It is important to lend credence to previous planning efforts that have occurred along Gateway Drive, specifically, the access management study performed by the MPO in 1994. This study reviewed potential modifications to Gateway Drive and made several recommendations. Those recommendations, which were detailed in Section 2.5, and how they compare to this document are described below:

- ❖ 5th Avenue NW – The 1994 study concluded that the legs of 5th Avenue NW, north of Gateway Drive and south of Gateway Drive, should be connect and intersect Gateway Drive at a signalized intersection.
- ❖ 2nd Avenue NE – The 1994 study concluded that 2nd Avenue NE should be extended from 10th Street north to Gateway Drive and the Gateway Drive and 2nd Avenue NE intersection should be signalized.
- ❖ 5th Avenue NE – The 1994 study concluded that the Gateway Drive and 5th Avenue NE intersection should be signalized.
- ❖ 15th Avenue NE – The 1994 study concluded that 15th Avenue NE should connect to Gateway Drive at a full-movement, unsignalized intersection.

The extension of 5th Avenue NW from the north and the signalization of its intersection with Gateway Drive is a recommendation in both studies. The benefits of this connection, particularly during flood events and how it would help alleviate congestion along Gateway Drive, were noted in both studies.

This study also recommends modifying the Gateway Drive and 2nd Avenue NE intersection, but it concedes to a lesser access than that proposed by the 1994 study. This study showed that installing a ¾-movement access to the south, essentially mirroring what exists to 2nd Avenue NE to the north, would provide adequate retail access opportunities to the south side of Gateway Drive without imposing the safety detriments of a full-movement, signalized intersection.

The intersection at 5th Avenue NE was signalized back in 2003. The 1994 study made this recommendation and this study did not look to augment that access.

The 15th Avenue NE connection was not reviewed as a part of this study. The 1994 study recommended this connection to accommodate a grain elevator that was proposed near 15th

CHAPTER 6: PUBLIC AND AGENCY INPUT

6.1 APPROACH TO PUBLIC AND AGENCY INPUT

Consistent with the function of the MPO, this planning study was rooted in input from the public and involved agencies. The MPO's Technical Advisory Committee (TAC) served as the steering committee for this study and ultimately approved this document.

6.2 PUBLIC FORUMS

Two public forums were held as part of this study. The purposes and results of those two forums are described below.

6.2.1 Public Forum #1

A public information meeting was held on August 17, 2005 at 5:00 PM at East Grand Forks City Hall to discuss the Gateway Drive (Gateway Drive) Access Management Study. The purpose of this meeting was to serve as a kick-off meeting for residents and interested parties to offer input for the development of alternatives and identification of deficiencies within the study area.

Following presentations made by Ryan Brooks (MPO), Craig Rasmussen (HDR), and Greg Boppre (Floan-Sanders), several citizens commented on items within the study. In general, the comments focused on:

- ❖ Access at Gateway Drive & 2nd Avenue NE – The public expressed that new access to the south at this location would provide an entrance to prime retail development area but, if it were made as a direct connection to 10th Street, could also result in increased traffic along 2nd Avenue NE adjacent to existing residential development. Questions arose over the potential signalization of this intersection, as well as excitement surrounding the potential for a “big box” retailer to redevelop the parcel between Central Avenue and 5th Avenue NE to the south of Gateway Drive.
- ❖ A connection at 5th Avenue NW – Many at the public meeting believed that full access at 5th Avenue NW was necessary for emergency response reasons as well as a relief for DeMers and Central Avenues during flooding events. Concerns as well as opportunities for right-of-way acquisition were expressed at the meeting.
- ❖ Industrial site access at 11th Avenue NE – A brief question was asked about frontage road access requirements into the industrial area south of Gateway Drive near the east side of the City.

6.2.2 Public Forum #2

A second public information meeting was held on January 10, 2006 at 5:00 PM at East Grand Forks City Hall to discuss the progress of this study. The purposes of this meeting were to present to the public the alternatives analysis and draft recommended plan, answer any questions about the process that took the project through the analysis and to the recommended plan, and to obtain their input on that process and final recommendations.

Following presentations made by Ryan Brooks (MPO) and John Seyer (HDR), several citizens commented on the recommended plan. Below is a summary of those comments noted during the meeting, organized by alternative:

- ❖ A connection at 5th Avenue NW – The bulk of public comment was made in reference to this alternative. The public generally supported connecting 5th Avenue NW to Gateway Drive and signaling the intersection. This support included the two land owners that were present whose properties would be detrimentally impacted by this alternative. Some residents noted that they would like to see this connection made to help alleviate congestion along the Central/DeMers corridor, particularly in reference to those times of the year when flooding closes River Road.
- ❖ Access at Gateway Drive & 2nd Avenue NE – Comments regarding this connection were minimal. The public expressed their recognition of the land parcel south of the access as prime retail development and this connection was seen as being favorable. Questions that were raised at the first public meeting about connecting 2nd Avenue NE directly from Gateway Drive to 10th Street were evidently answered with the configuration of the proposed alternative.
- ❖ Industrial site access at 11th Avenue NE – The public did not comment or question this alternative.

6.3 MPO TECHNICAL ADVISORY COMMITTEE

The MPO's Technical Advisory Committee (TAC) served as the guiding committee for the preparation of this study. The TAC is comprised of representatives from federal entities, state agencies, and local municipalities, as detailed in Table 6.1.

that uses simulation techniques to emulate real-world conditions and to generate arterial levels of service. The primary metrics for corridor operations that SimTraffic provides include average travel time, average travel speeds and overall Vehicle Hours of Travel (VHT).

Two of the Synchro models were used in this analysis, including the No-Build model and the Build model; the Build model includes the signal at 5th Avenue NW and the addition of a ¾-movement access at 2nd Avenue NE. These two models were developed for “normal” conditions, which means during non flood event times. The volumes in each of these models were augmented to generate volumes during flood events, which, for this analysis, were defined as those flood events that close River Road and 4th Street NW. The results of these four models, as presented in Table 5.2, provide a comparison of corridor operations in the No-Build versus the Build, given non flood event times and during a flood event. The calculation sheets for these corridor operations can be found in Appendix H.

**Table 5.2
Forecast 2025 Corridor Operations**

	Non-Flood		Flood Event				Non-Flood	
	No-Build		No-Build		Build		Build	
	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)
Average Travel Times (seconds)								
Eastbound	212.0	101.8	1,007.8	898.1	225.4	114.0	221.7	110.5
Westbound	218.7	98.2	222.5	97.0	229.2	104.1	228.0	103.6
Average Travel Speeds (mph)								
Eastbound	35.9	28.9	7.5	3.3	33.7	25.8	34.3	26.7
Westbound	34.8	30.0	34.2	30.4	33.2	28.3	33.3	28.4
Vehicle Hours of Travel (VHT)	121.7		451.6		151.2		130.5	

Source: HDR Engineering, Inc. using information from Grand Forks – East Grand Forks MPO

(1) – Indicates travel times, speeds along the entire corridor

(2) – Indicates travel times, speeds between the Kennedy Bridge and Central Avenue

VHT is presented as a bi-directional value, indicating overall travel time along the corridor

As indicated by the footnotes, the table presents average travel times and average travel speeds for each direction of travel and overall vehicle hours of travel (VHT) for both directions. The columns denoted by (1) indicate average travel times and speeds for each direction of the entire corridor, while the columns denoted by (2) indicate these values for that stretch of the corridor between the Kennedy Bridge and Central Avenue; the values in the (2) columns are a subset of the values in the (1) columns. The VHT values represent the amount of time that all vehicles spend within the limits of the study area. An increase in VHT is typically an indication of increased delay, slower travel speeds, increased fuel consumption and increased congestion.

Anecdotal evidence gathered during public meetings and from various local officials indicates that, during recent annual flood events, excessive queuing occurs along Gateway Drive, particularly for the eastbound approach to Central Avenue. As discussed earlier in this report, these flood events close the River Road/4th Street NW interchange, which funnels additional traffic to the Central Avenue intersection, particularly the eastbound left turn. This causes significant queuing that fills the eastbound left turn lane and extends into the through lane along eastbound Gateway Drive, often extending back onto the Kennedy Bridge; this queuing into the through lane has detrimental impacts to traffic flow along Gateway Drive. The data in Table 5.2 projects that these same conditions would be present in 2025 if no improvements are made along the highway.

The data in the table also illustrates that, during a flood event, traffic flow along the highway would be much improved with the implementation of the proposed improvements. Comparing the No-Build, Non Flood Event data to the No-Build Flood Event data provides a dramatic understanding of the detrimental impact imposed on Gateway Drive during a flood event; eastbound traffic flow experiences a precipitous drop in travel speeds and a significant increase in travel times. Equally as dramatic is the improvement in traffic flow during a flood event, given the installation of the proposed improvements. This is due primarily to the relief that the extension of 5th Avenue NW and the signalization of the Gateway Drive intersection would provide to the eastbound left turn at Central.

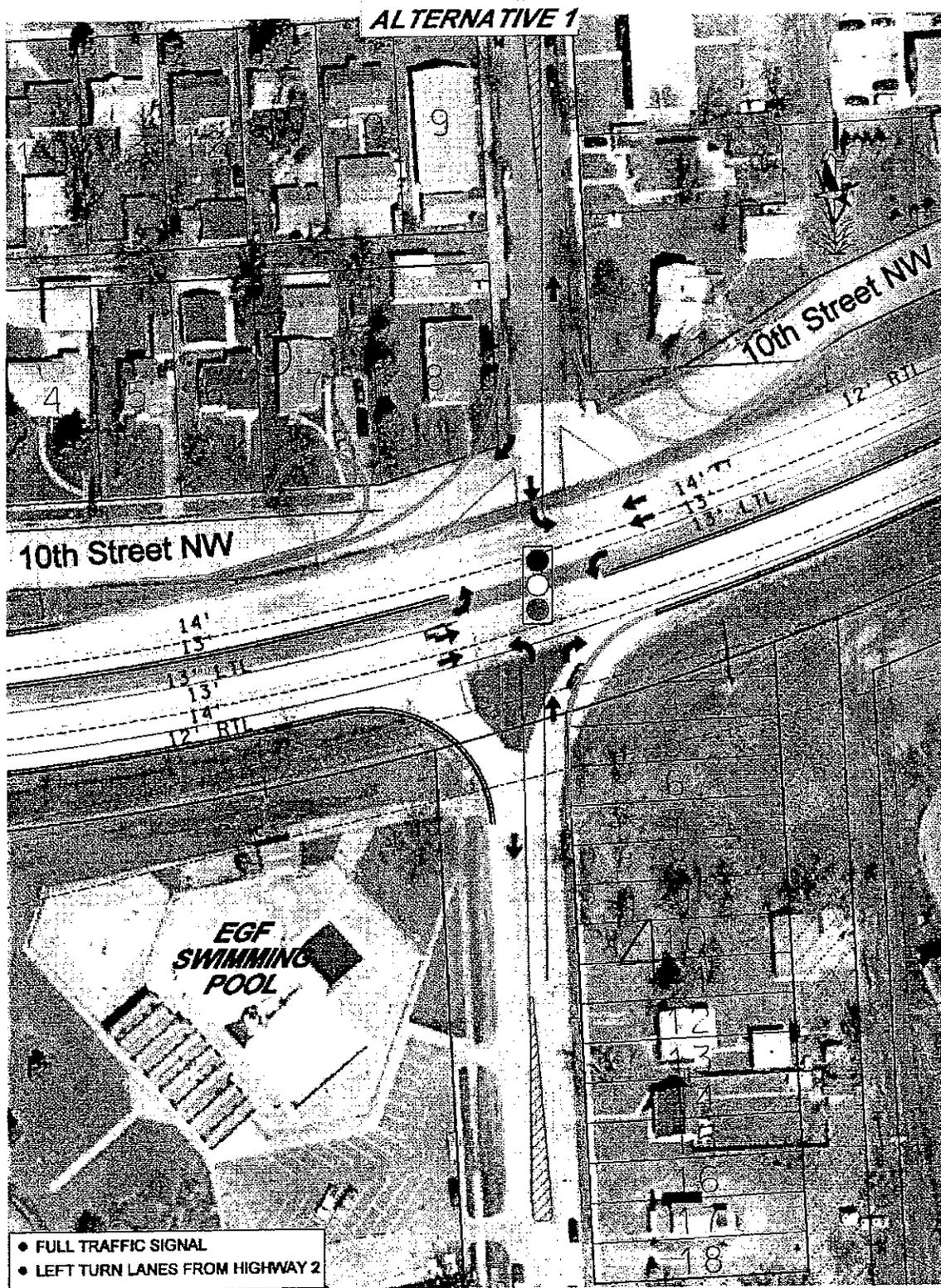
5.4 SAFETY EVALUATION OF ALTERNATIVES

The methodology used to evaluate the safety of each alternative involved an estimation of crash occurrence and a calculation of the costs of those crashes.

The first step in this evaluation was the estimation of crash occurrence. This estimation was performed using the historical crash data that was detailed in Section 4.2 and the average crash rates provided by the Mn/DOT *Traffic Safety Fundamental Handbook*. For example, the crash occurrence at the Central Avenue intersection was assumed to change in accordance with the change in traffic volumes through the intersection. Also, the crash occurrence for the new signal at the 5th Avenue NW intersection (Alternative 1) was calculated using the average crash rate at a signalized intersection, as provided by the Mn/DOT *Traffic Safety Fundamental Handbook*. The detailed results of this crash estimation can be found in Appendix I.

As noted earlier in this report, Mn/DOT's Office of Investment Management has documented costs associated with different types of crashes (PDO, injury and fatal). These typical values were used in the analysis of 2025 crash costs, although the study did not incorporate inflation,

Figure 5.1
Alternative 1



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Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Towing Contract – Grand Cities Towing

Background: In July 2008 the City of East Grand Forks awarded a city towing contract to Grand Cities Towing of East Grand Forks, MN. This award was made with a six month probationary period. A formal contract was not developed during the early stages of this agreement. In October 2008 I brought to Council a variety of information regarding the status of this arrangement and the performance of Grand Cities Towing during the first few months of this arrangement. At that time myself and City Attorney Ron Galstad were directed to develop a formal contract between Grand Cities Towing and the City of East Grand Forks. This contract has been developed and Mr. Galstad has met with the owners of Grand Cities Towing (Kirk Driscoll and Bryan Kozel) and it is my understanding that they are in agreement with it. At the October 2008 meeting I brought forth a log of compliments and complaints reference the service provided by Grand Cities. Since that meeting there have only been three additional entries and those detail only minor complaints (see attachment).

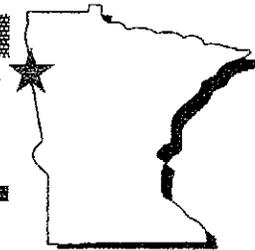
Recommendation: After speaking with Mr. Huizenga and Mr. Galstad it is our recommendation that this contract be enacted for a period of one year from the date of the next full city council meeting – February 17, 2009.

Enclosures:

1. Towing service log.
2. Proposed contract between the City of East Grand Forks and Grand Cities Towing.

EAST GRAND FORKS

POLICE DEPARTMENT



Michael Hedlund
Chief of Police

520 Demers Avenue East Grand Forks, MN 56721
Phone (218) 773 - 1104 Fax (218) 773 - 1108

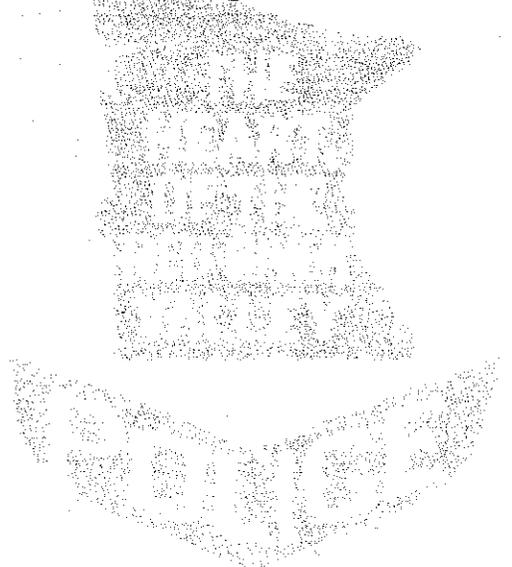
Towing Service Log – Grand Cities Towing October 2008 to Present

October 18 – Unk. Officer – Spoke to Kirk at 1648 hours and advised him we needed a flatbed. The flatbed showed up at approx. 1710 hours.

December 9, 2008 – Sgt. Anderson – Vehicle over 24 – Waited 20 minutes for the wrecker to move one for over 24. Once there Kirk handled the impound fine.

December 21, 2008 – Officer Merkens/Officer Thompson – Called GCT for relocates downtown so the plows can move snow. Called both cell phones with no answer from both phones. Approx. 15 minutes later Kozel called the PD and responded approx. 15 minutes after that. GCT moved all vehicles required. One vehicle fell off the wheel lift and damaged the car's rear bumper.

No other entries.



TOWING SERVICES AGREEMENT

This agreement made and entered into by and between the city of East Grand Forks, Minnesota, municipal corporations duly organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "City", and Grand Cities Towing, a corporation duly organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "Company".

WITNESSETH:

In consideration of the mutual undertaking and agreements hereinafter set forth, the City and the Company agreed as follows:

1. SERVICES

- (a) The Company shall perform the towing and removal of impounded or illegally parked motor vehicles upon the request of the City Police or Department of Public Works for such services. Towing and removal of motor vehicles shall include storage (as set forth in Paragraph 6 of this Agreement), unless the Company is directed to take the towed vehicle to another location specified by the City.
- (b) In the case of disabled vehicles where the police summon a tow truck pursuant to the vehicle owner's or possessor's request where the owner or possessor does not express a preference for the provider of towing service, the company shall be summoned.
- (c) This contract and the storage fees and the towing charges fee referred to in this agreement pertain only to towing services for the City of East Grand Forks. (examples, snow removal relocations, impoundment towing for evidentiary purposes and forfeitures)

2. HOURS

The Company shall provide service twenty-four (24) hours a day and seven (7) days a week.

3. CITY TOWING

Nothing herein shall be deemed to apply to towing City emergency vehicles.

4. RESPONSE TIME

When summoned, the Company shall dispatch sufficient personnel and equipment within ten (10) minutes from the time of notification by the City of the need for towing services.

5. EQUIPMENT

The Company shall own/lease equipment to enable it to remove any motor vehicle from any city street and respond in the time frame listed in paragraph 4. All equipment shall be maintained in a safe operating condition to insure safe and efficient towing.

6. STORAGE

The Company shall provide storage for towed vehicles. Such storage shall be in conformance with Chapter 152 of the East Grand Forks City Code. Specifically, but not limited to, the storage lot must meet the following requirements:

- a. be completely fenced security lot located within the corporate limits of the city;
- b. the surface of the storage area must be maintained and graded to provide proper drainage;
- c. the storage area shall be properly maintained, with weeds, brush, and other vegetation controlled and/or removed;
- d. the fence securing the property shall be effectively screened and be at least 80% opaque and be not less than 6 feet or more than 8 feet in height;
- e. the yard of the storage area shall meet the minimum building setback, impervious lot and required off street parking requirements; and
- f. the areas used to store junked or wrecked motor vehicles shall be completely screened from view from abutting public streets and abutting properties

The Company shall be responsible for all stored vehicles and shall comply with all applicable ordinances, laws or regulations governing such storage. The location of the primary storage lot is at 622 – 10th Street NE, East Grand Forks, MN 56721 or at such other locations as designated by the City. The Company shall notify and get approval by the City before any changes or additions to the storage locations.

7. PERMITS AND LICENSES

The Company shall obtain and maintain all licenses or permits required by a government body, including the City. The Company shall be responsible for all license fees. The Company shall observe and comply with all State, Federal and local laws and regulations governing the provision of towing and impoundment services.

8. ZONING COMPLIANCE

The Company shall implement improvements to the impoundment yard that shall bring the property into conformance with Chapter 152 of the East Grand Forks City Code.

9. INSURANCE

The Company will procure and maintain during the entire term of this Agreement, or any renewal or extension thereof, a public liability insurance policy with the City stated as named insured's to protect the City and the Company. Said policy shall also contain an endorsement for contractual liability coverage for the protection of the parties hereto under the Indemnify and Hold Harmless provision of this Agreement. Said policy must be issued by an insurance company or companies authorized to do business in the State of Minnesota and licensed by the Department of Commerce thereof. Liability coverage shall be provided at all times therein of a minimum of Three Hundred Thousand (\$300,000.00) Dollars personal liability per person, per occurrence and a total of One Million (\$1,000,000.00) Dollars per occurrence. The Company, within thirty (30) days after executing this document, shall furnish a certificate of insurance indicating compliance with the foregoing to the City Attorney for his approval. The insurance policy or policies shall contain a clause that in the event any policy issued is cancelled for any reason, or any material changes are made therein, the City Administrator/Clerk Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If the Company does not furnish the required certificates within thirty (30) days after execution of this Agreement, this Agreement shall become void. If insurance coverage required herein lapses, this Agreement shall become void as of the date no valid approved insurance policy is in effect. The Company shall maintain Worker's Compensation insurance in such form and amount as required by the laws of the State of Minnesota and certify the same to the City Administrator/Clerk Treasurer.

10. INDEMNITY AND HOLD HARMLESS

The Company does hereby agree that it will, at all times during the initial term of this agreement, or any extended term of this agreement, indemnify and hold harmless the City and its officers, agents, employees or representatives, against any and all liability, loss, charges, damages, costs, expenses or attorney's fees, which they may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission of the Company or its employees, or resulting from the Company's failure to perform or observe any of the terms, covenants and conditions of this Agreement to be performed by the Company, or by reason of any person suffering injury, death or property loss or damage while on the premises of the storage lot(s) provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, expenses, or attorney's fees caused or resulting from the acts and omissions of the City or any of the officers, employees, agents or representatives of the City, which may result in any person suffering personal injury, death or property loss or damage.

11. NON-ASSIGNABILITY

This agreement shall not be assignable without the written consent of the City.

12. PERSONNEL

The Company shall provide sufficient personnel for the safe and efficient removal of motor vehicles. The Company shall only employ personnel trained in the operation of the equipment and the safe and proper methods of towing motor vehicles. Drivers working for the towing company will be required to undergo a criminal history check and at a minimum, an annual driver's license check, before towing vehicles in the city.

13. RECORDS

The Company shall maintain written records on all motor vehicles towed by the Company pursuant to this Agreement. Information on vehicles towed pursuant to this Agreement shall be recorded by the Company by make, license number and location, date and time from which it was towed. These records shall be made available to the City for their inspection and shall be maintained as to each vehicle for one year after disposition of each vehicle. The Company agrees to complete State required law enforcement tow reports during snow emergencies.

14. STORAGE FEES

A charge of \$10.00 per day, or fraction thereof, shall be imposed for each twenty-four (24) hour period.

15. AVAILABILITY FOR REDEMPTION OF VEHICLES

The Company will ensure a person is available within fifteen (15) minutes for response to release any vehicle. Company shall provide a single phone number for this purpose.

16. TERM

This Agreement shall be for the term commencing February 17, 2009 and terminating February 17, 2010. Extension of this contract shall be limited to no more than three (3) additional years. Extensions, if approved shall be in one (1) year increments and shall be approved based on performance of the Company.

17. TOWING CHARGES

The Company shall charge \$35.00 to relocate vehicles for snow removal and street cleaning, \$45.00 plus applicable sales tax for towing within the City' limits, a passenger car, van or light truck or motor cycle pursuant to a citation for parking violation, impoundment by the police or other City ordered towing which are towed to the city shop or to the East Grand Forks Police station. However, the removal of damaged vehicles from accident scenes or other towing requiring the use of special equipment or extraordinary effort the company may charge the following rates:

Tows needing a flatbed \$75.00

Tows needing a dolly \$65.00

Add On charges

Use of go jacks \$15.00

The removal of excessive
snow, \$15.00

(Only one add on charge is allowed for each vehicle tow for example relocation of a vehicle for snow removal that needs go jacks and removal of snow will be one add on charge of \$15.00)

The charge for all other towing (private towing) shall be at the Company's standard service rate as posted in the Company's place of business and at the East Grand Forks Police Department. The cost of towing and storage shall be paid by the owner of the vehicle. The City shall not be responsible for such charges for any vehicle. The City shall not be charged for a towed emergency vehicle that is owned by the City in which event it shall be towed to the City's garage or other location specified by the City.

18. DISPOSAL OF UNCLAIMED TOWED VEHICLES

The Company, pursuant to State and local laws, will dispose of unclaimed vehicles. The City shall not be responsible for the cost of the towing or any accumulated storage charges. Proceeds on sales of unclaimed vehicles shall be retained by the Company. The company shall comply fully with the requirements of Section 168B.06 of the Minnesota Statutes and any corresponding section of the East Grand Forks City Code, relating to its obligation to notify the owner of the taking of a vehicle into custody by the Company. Copies of all such notices shall be furnished to the Police. In the event an owner consents to disposal of a vehicle by the towing Company in lieu of redemption, the Company shall have the owner execute a form to be prescribed by the City, releasing and transferring the vehicle to the Company.

19. CHECKS FOR PAYMENT

If the Company accepts a check in payment for charges hereunder, it may charge an additional fee of \$2.00 for accepting payment by check. The Company shall in no manner be required to accept other than United States currency in payment of charges.

20. EXTRA SERVICE

In case of vehicles covered or surrounded by snow in excess of 24 inches which must be removed to allow for the vehicle's towing, the Company may charge up to \$15.00 as specified in Paragraph 17. The determination that the snow conditions allowing the additional charge exist shall be made by a representative of the City and noted on the parking citation by such representative

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates given below.

DATED: _____

CITY OF EAST GRAND FORKS, MINNESOTA

BY: _____
Scott Huizenga, City Administrator/Clerk Treasurer

BY: _____
Lynn Stauss, Mayor

DATED: _____

GRAND CITIES TOWING

BY: _____
Kirk Driscoll

By: _____
Bryan Kozel

Request for Council Action

Date: 02/04/2009

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Michael Hedlund – Chief of Police

RE: Request for the establishment of a position of “Lieutenant” within the East Grand Forks Police Department

Background:

An initial proposal for the creation of this position was brought forward by Chief Hedlund on August 20, 2008. At that time I was directed to do additional follow-up and work with the City Administrator to determine how this position would fit into the City of East Grand Forks pay structure. I have since completed a Position Analysis Questionnaire for Springsted Incorporated. A copy of their point recommendation is attached to this RCA. Based upon the information that I provided, Springsted assigned this position 447 points. As a comparison they point out that the Police Chief position is currently assigned 595 and Police Sergeant is assigned 378 points. Positions with comparable points were Building Official with 415 points and Fire Marshall/Assistant Fire Chief with 402.

The East Grand Forks Police Department’s rank structure is presently: Chief of Police, Sergeant (7) and Officer (15). There is currently no true “second in command” within our organization. At various times the East Grand Forks Police Department has had a Deputy Chief Position but that position was eliminated at some time in the past.

Recommendation:

It is my request that the City Council approve moving forward with a Lieutenant promotional process. The first step in this process would be to obtain a MOU with Law Enforcement Labor Services, Inc, Local No. 152. We would then hold a promotional process by which a “Lieutenant” would be selected to move into a true “second in command” position within the East Grand Forks Police Department. This would not be an additional position but a changing of one of our current sergeant positions to the higher rank of Lieutenant. This position would remain part of the Local

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No. 152 Law Enforcement Labor Services, Inc. for purposes of bargaining and contractual stipulations. (Pending approval of an MOU by LELS Local #152 and the City of East Grand Forks.) The person selected for the position would take on additional administrative responsibilities (assist with budgetary responsibilities, researching technology issues, etc.) and would serve as the Acting Chief of Police in the absence of the Chief of Police. Please see attached job description for further details. Comparable sized police agencies in our region that have a true "second in command" include; Thief River Falls Police Department (Deputy Chief), Bemidji Police Department (Captain) and Crookston Police Department (Lieutenant).

Enclosures:

1. Memorandum from Springsted Incorporated with assigned points for the position of Lieutenant within the East Grand Forks Police Department.
2. Job Description for the position of Lieutenant with the East Grand Forks Police Department.
3. City of East Grand Forks Job Description for the position of Police Sergeant.
4. Salary Recommendation.



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Saint Paul, MN 55101-2887
Tel: 651-223-3000
Fax: 651-223-3002
www.springsted.com

MEMORANDUM

TO: Scott Huizenga, City Administrator

FROM: Sharon Klumpp

DATE: November 5, 2008

SUBJECT: Police Lieutenant Job Evaluation

Springsted was asked to review materials related to the establishing the new position of Police Lieutenant. Using that information, we recommend that the position be assigned 447 points. For comparison, the Police Chief position has 595 points and the Police Sergeant position has 378 points as of the December 27, 2007 project summary prepared for the City of East Grand Forks.

Other positions with comparable points include the Building Official with 415 points, and the Fire Marshall/Assistant Fire Chief with 402 points.

The job evaluation defines the Lieutenant position as a technical skill level position requiring a two year associate degree and considerable to extensive experience. As a result of its supervisory responsibilities, the position is rated as being difficult, requiring proactive/influential human relations skills. The position requires moderate physical requirements; associated working conditions can range from disagreeable to dangerous. Independence of action is rated as broad to strategic, and the impact of end results is rated as contributory to primary.

CITY OF EAST GRAND FORKS POLICE LIEUTENANT JOB DESCRIPTION

(FSLA Non-Exempt)

GENERAL PURPOSE

Administrative and supervisory position serving as first assistant to the Chief of Police and assumes complete command of the Department in the absence of the Chief of Police. The Police Lieutenant is in command and responsible for all field operations including patrol and investigations, subject to policies and procedures developed by the Chief of Police.

SUPERVISION RECEIVED

Works under the general supervision of the Chief of Police.

SUPERVISION EXERCISED

Exercises supervision over all subordinate officers and support staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be preformed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

- Meet all of the requirements of and perform all of the duties of the position of "Police Sergeant" for the East Grand Forks Police Department (See Police Sergeant Job Description for additional information).
- Coordinate the proper investigation of all citizens' complaints against the Police Department as well as the investigation of all internal affairs problems involving any police personnel.
- Assume oversight of the holding facility within the East Grand Forks Police Department and ensure that all regulations and requirements are complied with in a timely manner.
- Assist the Chief of Police with the formal personnel evaluations for all East Grand Forks Police Sergeants.
- Oversee the retention of evidence and maintain property inventory forms until appropriately disposed of.
- Assist the Chief of Police in the development, revision and implementation of Department Policy.

- Represent the Police Chief and the Department at various meetings and assume public speaking engagements as assigned.
- Assist in the administration, development and monitoring of the Police Department budget.
- Assists in the preparation and application of grants for the Police Department.

MINIMUM QUALIFICATIONS

- Minnesota POST Board Licensed.
- Minimum of an Associate's Degree in Criminal Justice or Law Enforcement.
- Minimum of ten (10) years of experience as a licensed peace officer.
- Minimum of three (3) years experience as a police supervisor.

DESIRABLE QUALIFICATIONS

- Experience in law enforcement management, administration of programs or supervision of personnel.
- Experience in management or supervision outside of law enforcement.
- Bachelor's Degree (or higher) in law enforcement, public administration, management or other related field.

Police Sergeant

FLSA: Non-Exempt

General Definition of Work

Performs difficult protective service work supervising patrol officers and investigating criminal activity; does related work as required. Work is performed under the general supervision of the Police Chief.

Essential Functions/Typical Tasks

Patrolling the city; providing first response services at incidents; enforcing laws; investigating criminal activity; interrogating suspects and witnesses; maintaining records and files; testifying in court; preparing reports.

(The following tasks are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Coordinates, schedules and directs the activities of patrol officers on assigned shifts.
- Operates a patrol vehicle; observes violations of traffic laws, suspicious activities or persons and disturbances of law and order; responds to radio dispatches and answers calls and complaints.
- Enforces traffic laws; issues citations for traffic violations; assists motorists in distress.
- Makes arrests, forcibly if necessary; transports suspects to the jail.
- Directs activities at crime and accident scenes; gathers evidence; takes victim and witness statements.
- Performs criminal investigations; interrogates suspects; gathers evidence; conducts surveillance; develops informants; obtains search warrants; apprehends violators.
- Provides testimony in court.
- Prepares and maintains a variety of records and reports; reviews officers' reports for thoroughness and accuracy.
- Performs dispatch/jailer duties as required.
- Performs background investigations for police department and other city agencies.
- Assists in and attends ongoing training in procedures, tactics, weapons, computer systems, and related subjects.
- Performs related tasks as required.

Knowledge, Skills and Abilities

Thorough knowledge of law enforcement methods, practices and procedures; general knowledge of the street system and physical layout of the city; thorough knowledge of the rules and regulations of the department; ability to understand and carry out oral and written instructions and to prepare clear and comprehensive reports; ability to coordinate and supervise the work of others; ability to deal courteously, firmly and tactfully with the public under stressful situations; ability to analyze situations and to adopt quick, effective and reasonable courses of action with due regard to surrounding hazards and circumstances; possession of physical agility and endurance; skill in the use of firearms, chemical agents, weapons of defense and the operation of a motor vehicle; ability to establish and maintain effective working relationships with associates and the public.

Education and Experience

Any combination of education and experience equivalent to graduation from an accredited community college with major course work in law enforcement or criminal justice and considerable law enforcement experience.

Physical Requirements

This is medium work requiring the exertion of 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects; work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word and detailed or loud talking to convey detailed or important spoken instruction to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for depth and color perception, night vision, peripheral vision, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arms length, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, hazards and atmospheric conditions; worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective gear.

Special Requirements

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

Possession of an appropriate driver's license valid in the state of Minnesota. Possession of a Minnesota Peace Officer Standards and Training (POST) license; possession of CJIS certification.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

CITY OF EAST GRAND FORKS POLICE LIEUTENANT

HOURLY WAGE REQUEST

Current Situation

The current labor agreement between the City of East Grand Forks and the Law Enforcement Labor Services, Inc., Local No. 152 – Police Department Employees calls for a hourly wage of \$25.14 for the top pay for the position of Police Sergeant in 2009. The difference in salary between top level pay for Patrol and Sergeant is approximately 6.6%. I considered this same differential for my request for the position of Police Lieutenant but felt that this level was not commensurate with the level or responsibility expected from this position, particularly when the subject is serving as Acting Chief of Police. I am requesting a pay rate that is 9.9% above Sergeant pay for 2009. This results in an hourly wage of \$27.632 in 2009. This equates to an annual salary of \$57,474.56 in 2009. This compares to annual salary of \$52,291.20 in 2009 for Sergeants. For comparison the current hourly wage for the building official position stands at \$26.96 and this position was scored significantly lower by Springsted then the Police Lieutenant position.

The below pay range would be recommended if the city chose to hire from outside the Department. It would not be my desire to do so as I feel we have several well qualified candidates within our organization. As is the current practice within the Police Department for sergeant promotions I would request that an internal candidate would immediately go to the top step.

Proposed Pay Range:

Starting:	\$26.1456 (4 % over top sergeant pay)
Over 6 months:	\$26.6685 (2 % increase)
Over 12 months:	\$27.2018 (2% increase)
Over 24 months:	\$27.632

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of East Grand Forks (the "City") and Law Enforcement Labor Services, Inc., Local No. 152, ("LELS").

WHEREAS, LELS is the exclusive representative for certain employees employed by the City in the appropriate unit ("Bargaining Unit").

Now therefore, all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

Article 1. Salary Adjustment for Selected Positions

Effective _____, 2009, Schedule A of Labor Agreement between the City and LELS, January 1, 2008 through December 31, 2009 ("Labor Agreement"), is hereby amended to include a position of Lieutenant as follows.

	<u>2009</u>
Lieutenant	
Starting	\$26.14
Over 6 months	\$26.67
Over 12 months	\$27.20
Over 24 months	\$27.62

Article 2. No Precedent or Past Practice

All parties to this MOU hereby acknowledge and agree that it does not establish any precedent or past practice of the City or LELS. This MOU must not be introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

Article 3. Approval

This MOU is subject to the approval of the appropriate governing bodies and/or representatives for the City and LELS. Representatives for all parties hereto agree to seek such approval through their best efforts.

Article 4. Amendment, Modification, or Termination

This MOU or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

Article 5. Entire MOU

This MOU constitutes the entire MOU among the parties hereto and no representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU.

Article 6. Binding Effect

This MOU is binding upon, and inures, to the benefit of the successors, assigns, executors, administrators, heirs and legal representatives of the parties hereto, provided, however, that no assignment by any party shall operate to relieve such party of its obligations hereunder.

Article 7. Effective Date

This MOU is effective on the latest date affixed to the signatures hereto.

Article 8. Incorporation

This MOU shall be attached to and incorporated into the Labor Agreement.

Article 9. Provisions Remain in Full Force and Effect

All provisions of the Labor Agreement not in conflict with the terms of this MOU shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this MOU to be executed on the latest date affixed to the signatures hereto.

City of East Grand Forks

**Law Enforcement Labor Service, Inc.
Local No. 152
(Police Department Employees)**

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

Request for Council Action

Date: 2-5-09

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Scott Huizenga

RE: Pay Equity

Background

The City's liquor license ordinance requires an applicant to include a "resident manager or agent" who resides within city limits. Paragraph G of §117.02 of the Code of Ordinances reads as follows:

G) Resident manager or agent. Before a license is issued under this chapter to an individual who is a non-resident of the city, to more than 1 individual whether or not they are residents of the city, or to a corporation, partnership, or association, the applicant or applicants shall appoint in writing a natural person who is a resident of the city as its manager or agent. The resident manager or agent shall, by the terms of his or her written consent: take full responsibility for the conduct of the licensed premises; and serve as agent for service of notices and other process relating to the license. The manager or agent must be a person who, by reason of age, character, reputation, and other attributes, could qualify individually as a licensee. If the manager or agent ceases to be a resident of the city or ceases to act in such capacity for the licensee without appointment of a successor, the license issued pursuant to the appointment shall be subject to revocation or suspension.

Recent staff discussion has focused on three issues to this ordinance: community and business interests, enforceability of the ordinance, and legality of the current ordinance. First, East Grand Forks' geographic location as a border community sometimes presents opportunities for businesses or individuals who may not be residents of either the City or the State of Minnesota. As such, the City may wish to be flexible with residency guidelines in order to promote and sustain economic and community development. Second, the City traditionally has not enforced its residency requirement. The expenses and inconveniences of heightened enforcement may not justify any perceived advantages to residency. Finally, there have been some court challenges to residency requirements. The League of Minnesota Cities model ordinance for liquor licenses includes a provision for state residency, but not for city residency. The League's Handbook for Minnesota Cities (Chapter 11, Section 12) states:

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“Residency requirements in a local licensing ordinance are hard to justify. One U.S. Minnesota District Court case found that a city ordinance (and a state statute) requiring that all liquor license holders be eligible to vote or residents violates equal protection clause. Contrarily, one attorney general’s opinion found in favor of such requirements. That said, such a requirement poses some risk of legal challenge to the city.”

Recommendation:

Removal of the resident manager or agent requirement based upon the factors listed above. If the Council chooses to remove the requirement, the City Attorney will draft an ordinance for first reading at the next Regular Council meeting.