

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MAY 21, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF 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.” If you would like to address the City Council, please come up to the podium to do so.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Waste Water Public Forum” for the East Grand Forks, Minnesota City Council of May 6, 2013.
2. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of May 7, 2013.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of May 14, 2013.
4. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of May 14, 2013.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

5. Consider approving the Transit Title VI Plan required by the Federal Transit Administration for Cities Area Transit.

6. Consider approving the following “On Sale” Wine and “On Sale” Non-Intoxicating Liquor License Applicant Renewals:
 - a. Little Bangkok located at 302 Demers Ave, East Grand Forks, MN 56721.
7. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant Renewals:
 - a. American Legion Post 157 located at 1009 Central Ave NW, East Grand Forks, MN 56721
 - b. Drunken Noodle located at 415 2nd St NW, East Grand Forks, MN 56721.
 - c. Casa de Mexico located at 112 14th St NE, East Grand Forks, MN 56721.

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

8. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 18, 2013.

COMMUNICATIONS:

9. Acknowledge the hiring of Chad Swendseid as a Park Maintenance Worker for the Parks & Recreation Department with effective start date of April 29, 2013.

OLD BUSINESS: NONE

NEW BUSINESS:

10. Consider approving the recruitment and hiring of a Library Program Coordinator.
11. Consider adopting Resolution No. 13-05-50 approving the plans and specifications and ordering advertisement for bids for 2013 City Project 3 – Police Building Improvements.
12. Consider awarding the 2013 manhole and catch basin repair job to H&S Construction for up to \$30,000.00 for repair work.
13. Consider approving the purchase of a Toro Groundsmaster 360 for \$24,915.10 which includes the deduction of the trade amount for the Toro GM345 mower.
14. Consider approving the purchase of a planter to be installed by Opp Construction which will be located on the city lot next to the VFW building for up to \$15,000.00.
15. Consider approving the labor agreement between the City of East Grand Forks and the Law Enforcement Labor Services, Inc Local No. 152.
16. Consider approving the Memorandum of Understanding between the City of East Grand Forks and Law Enforcement Labor Services, Inc Local No. 152.
17. Consider approving the labor agreement between the City of East Grand Forks and AFSCME Council 65.

CLAIMS:

18. Consider adopting Resolution No. 13-05-51 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 15807 for a total of \$894.47 whereas Council Member Buckalew is personally interested financially in the contract.
19. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

ADJOURN:

Upcoming Meetings:

- Work Session – May 28, 2013 – 5:00 PM – Training Room
- Regular Council Meeting – June 4, 2013 – 5:00 PM – Council Chambers
- Work Session – June 11, 2013 – 5:00 PM - Training Room
- Regular Council Meeting – June 18, 2013 – 5:00 PM – Council Chambers
- Work Session – June 25, 2013 – 5:00 PM – Training Room

**UNAPPROVED MINUTES
WASTEWATER PUBLIC FORUM
CITY OF EAST GRAND FORKS
MONDAY, MAY 6, 2013 - 7:00 P.M.**

Mayor Stauss, Council President Buckalew, Vice-President Leigh, and Council members Vetter, Tweten, Olstad, and Grassel were present.

Meeting convened at 7:00 pm.

Staff present: Karla Anderson, Finance Director; Brad Bail, City Engineer; Greg Boppre, City Engineer; Scott Huizenga, City Administrator; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

Council President Buckalew started the meeting at 7:00 pm and asked Mr. Boppre to proceed. Mr. Boppre introduced Mark Hallan who is a waste water expert and works for Widseth, Smith, Nolting. He told the council this was the person who had prepared the mechanical facility plan that was proposed at the last waste water public forum. Mr. Boppre then gave a brief over of the information covered at the last meeting. This overview included a timeline of events including receiving the Alleged Violation Letter, the city sending in the response, and receiving the acceptance letter from the Minnesota Pollution Control Agency (MPCA) agreeing with the city's plan to move forward with a plan of upgrading the waste water facility.

Mr. Boppre continued with an overview of the three different options the council had been presented with as ways to upgrade for future treatment of waste water. He continued by discussing cost estimates of the reconstruction of the ponds, a mechanical plant, and the interconnect with Grand Forks at both 20 and 30 year debt service without and with additional costs if the ponds had to be decommissioned. Mr. Bail also reminded the council that the MPCA was looking at leaking, rip/rap, valves, and capacity and by changing or altering the pond structure itself would result into an upgrade of the facility. He told the council that they looked into the mechanical plant resulting in a by-product of struvite, but at this time this is not cost effective for the city to move forward with.

Mr. Boppre and Mr. Bail explained a different option of drilling underneath the liner of the ponds at 5 foot intervals and utilizing bentonite in the treatment process. They gave an estimate of \$3.00 per foot or roughly 9 million dollars for this project. They also reminded the council that any changes or modifications made would result in the city to be in compliance with the current standards.

Council member Grassel asked how it would be determined to decommission the ponds or if they could stay. Mr. Boppre explained how testing would need to be done in order to make that determination and how testing was completed two years ago with help from Grand Forks. At that time those results were in the range of not having to decommission the ponds. Mr. Boppre added that once a project is picked they will be able to re-test the sludge. Mr. Bail said Jorja DuFresne, also known as the sludge queen, is the person at MPCA who would make that determination if the ponds would have to be decommissioned based on samples that would have

to be taken as the project progressed. Council member Grassel asked if the city would be able to have a determination now or at least sooner so the council would know how much this project is going to cost. Mr. Hallan informed the council that since this is domestic waste there really shouldn't be too much change in the sludge since the last time it was tested.

Council member Olstad asked if the ponds were decommissioned, how long the city would have to wait to turn this into agricultural land. Mr. Boppre informed the council that in 2011 he was told it was three years after the ponds have been decommissioned but the MPCA has possibly changed that so the city might not have to wait so long. Mr. Bail added crops could be planted but a certain number of years have to pass before crops could be harvested for human consumption. Council member Olstad also asked if the ponds didn't have to be decommissioned, if the city could sell the land located by the ponds. Mr. Boppre said it would all depend on the test results of the sludge.

Mayor Stauss asked what consists of the \$20 million proposed for reconstruction of the ponds. Mr. Boppre said that they would have to take out and replace the clay liner with an 18 inch new, compacted clay liner, replace rip/rap, and make sure the ponds were in compliance with the current standards. Mayor Stauss stated by the time the city started moving along with a project the MPCA should have decided what the new level the phosphorus limit will be.

Mr. Boppre told the council the staff has presented the different options and given the council the information they had asked for about the options. He just asked if the council could start to narrow down to one option since there will be many things to decide within that one option. He continued by saying staff is there to help create a solution and this way it will be easier to move forward, especially when asking the state for help with funding a specific project instead of listing options. Mayor Stauss stated that the council needs to get all the facts before they can move ahead. They need to get as much advice as possible, take the time to process the information, and then make an informed decision.

Council member Olstad asked if the council decided to move ahead with reconstruction, looking at the costs of how much everything would be, is there guessing at how much phosphorus level would be taken down or if was guaranteed to be as low as necessary. Mr. Hallan stated that since the new limit level of phosphorus is unknown but one way of to meet the limit would be using chemicals. He stated how other municipalities use chemicals in their ponds as a part of their treatment plan. Council member Olstad asked if the limit levels continued to decrease what the cost would be to include the chemical in the operation costs. Mr. Boppre said they had already included the cost of a building and boat for administering chemicals in the ponds in the reconstruction estimates. Mr. Hallan estimated the cost of chemicals at around \$20,000.00 for one year. Mr. Hallan also pointed out that if the city moved forward with this chemical or type of tertiary treatment it would result in year round discharging, not just seasonal.

Mr. Boppre told council that if they decided to move forward with the interconnect option they would pay for an estimated 6.67% of the treatment costs based on the COSA agreement. Grand Forks would have the ability to look at this agreement every two years or any major modification and make changes if needed.

Mayor Stauss said he was told there was only five inches of water lost in the secondary pond during the winter months. He also stated the water coming out of the pipe looked clean and asked if it would have been water from the lagoon or ground water. Mr. Bail told the council that the level of the ground water is not high enough to be coming out of the drain tile. He also stated there was an uncontrolled discharge and the MPCA does not allow any uncontrolled discharges. Mr. Boppre informed the mayor and council there was fecal matter found in the transfer structure and the 55 year old facility needs to be upgraded. Then he read part of a letter describing issues with the ponds written by Mr. Dean Wieland from 1987 showing some of these issues haven't been addressed.

Mayor Stauss told the council Mr. Tininenko told him to get in touch with Mr. Jim Wells which he did. He invited Mr. Wells to this meeting to share his knowledge with the council and asked him to speak. Mr. Wells gave a brief summary of his extensive work in the waste water field. He told the council how he has worked mostly with industries, some ponds but mostly mechanical treatment plants. He had a concern about all of the implications of the ponds leaking. He continued by saying he the council needs to be sure of what the water loss is everyday by conducting a water balance test that would take around 30 days of testing with some time to set the test up. Mr. Wells said the water loss is more than 500 gallons per acre per day but it is a lot less than what it was originally designed for. Mr. Wells stated he doesn't understand why the MPCA wouldn't allow the city to maintain our current system as it was designed. He explained to the council how ponds are not like mechanical plants, they won't wear out and they are a very good asset. Mr. Wells told the council not to rush to a judgment but take the time to make an informed decision.

Council President Buckalew asked for comments. With no response he addressed the council and said how the council should follow the advice about narrowing the focus of options. He continued by telling the council the email he had sent out was to get the council thinking about things, possibly a little differently, and to help open up discussion. Council member Buckalew said he wasn't trying to impress any ideas of what project to pick and commented on how many things there are to still decide. He continued by saying how he is open to any of the projects but the council needs to pick what will work best for the taxpayers. He pointed out how there were many aspects to this decision including emotional but they still need to be able to move forward and make sure the city has room to grow.

Mr. Boppre asked the council again to try and cut the options down to one. Even with one option there are still many things to decide. He reminded them this choice didn't have to be done in one day or next week but hopefully soon. Mayor Stauss expressed again how the council needs to look at every possible fact, if Mr. Wells would be able to give more advice, and how the council should look everywhere to make well informed, correct decision for the community.

Motion to adjourn was made by council member Leigh, seconded by council member Olstad. The meeting was adjourned at 7:52 pm.

Karl Lindquist, Interim City Administrator

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MAY 7, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for May 7, 2013 was called to order by Council President Craig Buckalew at 5:06 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel.

Karla Anderson, Finance Director; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Fire Chief; Michelle Manias, Police Sergeant; Megan Nelson, Executive Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present

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.” If you would like to address the City Council, please come up to the podium to do so.”

Karl Lindquist, 804 Central Ave NE, commented on how Mr. Huizenga is leaving and how he is sorry to see him go. Mr. Lindquist told the council something needs to be done while the council looks for a full time city administrator. He said he would be throwing his hat in the ring to be a part time interim city administrator until a new full time city administrator was hired. Mr. Lindquist gave a brief summary of his qualifications and why he feels he would be a good candidate for this position if the council so chooses. Some members of council voiced their support behind the idea of hiring Mr. Lindquist as interim city administrator.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of April 16, 2013.

2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 23, 2013.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE ITEM ONE (1) THROUGH TWO (2).

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 13-05-46 declaring that the City of East Grand Forks acts as the legal sponsor for an application for the FY 2013/2014 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.
4. Consider approving a temporary liquor license application for the American Legion for June 20, 2013 for Business After Hours in the Hugo’s Parking Lot.
5. Consider approving the following “Off Sale” Non-Intoxicating Malt Liquor License Applicant:
 - a. East Side Travel Plaza located at 607 Gateway Drive NE, East Grand Forks, MN 56721.
6. Consider approving the following “Off Sale” Weekday Liquor License Applicant Renewals:
 - a. Hugo’s Wine & Spirits located at 310 14th St NE, East Grand Forks, MN 56721.
 - b. Pop’s Liquor located at 122 4th St NE, East Grand Forks, MN 56721
7. Consider approving the following “On Sale Weekday & Sunday” Liquor License Applicant Renewals:
 - a. Mike’s Pizza & Pub located at 411 2nd St NW, East Grand Forks, MN 56721
 - b. Blue Moose Bar & Grill located at 507 2nd St NW, East Grand Forks, MN 56721
 - c. Dacotah Aerie, Eagles #350, located at 227 10th St NW/PO Box 482, East Grand Forks, MN 56721.
 - d. Valley Golf Association located at 2407 River Road NW, East Grand Forks, MN 56721.
 - e. VFW #3817 located at 312 Demers Ave, East Grand Forks, MN 56721.
 - f. Mamma Maria’s located at 211 Demers Ave Suite 16, East Grand Forks, MN 56721

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT ITEMS THREE (3) THROUGH SEVEN (7).

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

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

8. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 4, 2013.

9. Regular meeting minutes of the Resurrection Cemetery Commission Meeting for May 1, 2013.

COMMUNICATIONS:

10. Acknowledge the hiring of Justin Kitzberger as a Patrol Officer for the Police Department with effective start date of May 6, 2013.

Mr. Kitzberger thanked the council for the opportunity and said he hopes to make them proud. Council President Buckalew welcomed Mr. Kitzberger to the city.

11. Acknowledge the resignation of Scott Huizenga as City Administrator effective May 31, 2013.

Mayor Stauss presented Mr. Huizenga with a plaque while thanking him for all of his hard work that has been much appreciated. The mayor wished him and his family the best and to try and keep in touch. Mr. Huizenga thanked the mayor and council for taking a chance on him when he was first hired. He said what a tremendous learning experience he has had from being the city administrator and how much that helped him grow professionally. He also thanked the staff for all of their hard work.

OLD BUSINESS:

12. Consider adopting Ordinance No. 9 4th Series Repealing and Amending Certain Sections of the City Code Dealing with Sexually Oriented Businesses and Adult Uses. (2nd Reading)

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GRASSEL, ADOPTING ORDINANCE NO. 9 4th SERIES REPEALING AND AMENDING CERTAIN SECTIONS OF THE CITY CODE DEALING WITH SEXUALLY ORIENTED BUSINESSES AND ADULT USES. (2nd READING)

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

13. Consider adopting Ordinance No. 10 4th Series Placing Temporary Location Requirements on Sexually Oriented Businesses in the City and Directing a Study to Be Conducted. (2nd Reading)

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, ADOPTING ORDINANCE NO. 10 4th SERIES PLACING TEMPORARY LOCATION REQUIREMENTS ON SEXUALLY ORIENTED BUSINESSES IN THE CITY AND DIRECTING A STUDY TO BE CONDUCTED. (2nd READING).

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

NEW BUSINESS:

14. Consider adopting the Rental Structure for arenas and items available from the Parks Department.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, ADOPTING THE RENTAL STRUCTURE FOR ARENAS AND ITEMS AVAILABLE FROM THE PARKS DEPARTMENT.

Council member Vetter asked to have a clarification regarding what a non-profit group would be charged holding a profit event. Mr. Galstad stated that any non-profit group that was going to have a fundraiser or a type of event that would help them raise funds would still be charged the non-profit price according to the rental structure of the Park and Recreation Department. Council member Vetter asked that the minutes reflect this clarification.

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

15. Consider adopting Resolution No. 13-05-47 opposing new total phosphorus restrictions in the Red River basin.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, ADOPTING RESOLUTION NO. 13-05-47 OPPOSING NEW TOTAL PHOSPHORUS RESTRICTIONS IN THE RED RIVER BASIN.

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

16. Consider approving Ordinance Summaries for publication in the newspaper.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VONASEK, APPROVING ORDINANCE SUMMARIES FOR PUBLICATION IN THE NEWSPAPER.

Mr. Galstad informed the council there is a Minnesota statute that will allow cities to publish summaries of ordinances as long as they follow the guidelines listed in the statute since some of these ordinances would be very expensive to publish. He also told the council the summaries have to be approved by unanimous vote.

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

CLAIMS:

17. Consider adopting Resolution No. 13-05-48 authorizing the City of East Grand Forks to approve

purchases from Hardware Hank the goods referenced in check numbers 15679 for a total of \$1167.51 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER OLSAD, ADOPTING RESOLUTION NO. 13-05-48 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 15679 FOR A TOTAL OF \$1167.51 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

Abstain: Buckalew

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

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

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss told the council he had an interview recently and it two things came out of it that he didn't appreciate. He was asked about the feud he was having the Council President Buckalew and why he was anti-Grand Forks. He stated there is not a feud but being on council, people can have disagreements. Also he stated he was not anti-Grand Forks but that if possible he would like to try and keep funds coming to the city instead of Grand Forks to help East Grand Forks grow. He said the council needs to look at facts and get more opinions since they have some time to make a decision so it is the best deal for the taxpayer.

Council Member Vetter told the council he was frustrated after the waste water meeting the night before since nothing was accomplished. He asked for the council to meet and have a discussion to narrow down the options so they are able to move forward. He said staff could be present but council needs to run the discussion to everyone has a chance to give their opinion.

Council Member Vonasek agreed with the idea of council having a discussion so they would be able to move forward with future of waste water treatment.

Council Member Buckalew commented how Mr. Huizenga was always prepared and helped him prepare for meetings; he could always be counted on. He continued by saying Mr. Huizenga will be greatly missed. Also he would also like a waste water discussion that included everyone with lots of details about the choices in a neighborly fashion.

Council Member Tweten told Mr. Huizenga to be prepared for challenges but he knows that he will do a

good job. Council member Tweten asked to send a letter to the UND President thanking the students for the excellent job they did during the spring clean-up day.

Council Member Olstad thanked Scott for being patient and helping him with questions

Council Member Grassel thanked Mr. Huizenga for getting him acclimated to being on council and wished him good luck.

Engineer Bail told Mr. Huizenga good luck with his future.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE MAY 7, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:38 P.M.

Voting Aye: Buckalew, Tweten, Olstad, Leigh, Grassel, Vetter, and Vonasek.

Voting Nay: None.

Karl Lindquist, Interim City Administrator

**UNAPPROVED MINUTES
SPECIAL CITY COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, MAY 14, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for May 14, 2013 was called to order by Council President Craig Buckalew at 5:12 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Fire Chief; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present

NEW BUSINESS:

1. Consider approving an agreement with Springsted, Incorporated for City Administrator executive recruitment.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE AN AGREEMENT WITH SPRINGSTED, INCORPORATED FOR CITY ADMINISTRATOR EXECUTIVE RECRUITMENT.

Council member Buckalew told the council there were two other companies that have contacted the city to also provide recruitment services. Council member Tweten stated he doesn't doubt the capabilities of the other companies but he feels the city should use Springsted's services since we have continued to use their services over the years for recruitments and for bonding which have been successful. Council member Leigh said he didn't receive the actual agreement and was wondering what the fee was going to be for these services. Council member Buckalew stated the first contract Springsted sent was for \$12,500.00 plus two site visits for \$3,600.00. After speaking with Springsted they reduced the price down to \$12,000.00 and only one site visit but he wasn't sure if that would cut the \$3,600.00 in half. Council member Vetter asked who the other companies were and what they would charge for these services. Council member Buckalew informed the council Brimeyer Fursman, LLC out of Minnesota would charge a fee of \$17,000.00 and Colin Baenziger & Associates out of Florida would charge a fee

of \$21,500.00 with both of these firms having comparable services to Springsted. He added that Springsted was the only one of the three that had a two year guarantee while the other two firms only had a one year guarantee. Mayor Stauss said Springsted had done a good job before and hopefully they will find someone will stay for a long period of time.

Voting Aye: Tweten, Olstad, Leigh, Grassel, Vetter, Vonasek, and Buckalew.

Voting Nay: None.

2. Consider adopting Resolution No. 13-05-49 appointing Karl Lindquist as interim City Administrator.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VONASEK, ADOPTING RESOLUTION NO. 13-05-49 APPOINTING KARL LINDQUIST AS INTERIM CITY ADMINISTRATOR.

Council member Buckalew opened the discussion. Council member Vetter informed the council he took an informal poll of city hall and asked two questions. The first asking if anyone would have an issue working with Mr. Lindquist. He said no one had any objections. The second was asked if the city needed to hire an interim city administrator. He said the majority said they didn't think so. Council member Vetter also stated he had been approached by three residents asking what the rush was to hire an interim city administrator. Mayor Stauss explained how the people in the departments are qualified to do their jobs but there is a need for leadership, having someone meeting with the department heads, and how Mr. Lindquist is qualified to address many issues that may come up. Council member Olstad said the tentative timeline Springsted has set up was to have a full time person hired by September. He stated he would like to make sure Mr. Lindquist will be available if the hiring process takes longer than expected. Council member Olstad also asked why this process is moving so quickly and how maybe they should look at an interim that may be able to interview and get the full time position. Discussion followed about what options the city had to appoint an interim, what would be best for the city, and how appointing someone other than a department head could be beneficial so they aren't taken away for their own work. Council member Buckalew informed the council of concerns of the department heads and how they think there is a need of an interim administrator. More discussion followed about how great the need is to have an interim administrator. Mr. Galstad told the council someone needs to be appointed to this position because there needs to be a responsible authority for the city and someone to sign off on documents. Council member Leigh asked for a vote on the question - should the city hire an interim administrator.

Should the city hire an interim city administrator?

Voting Aye: Tweten, Leigh, Grassel, Vonasek, and Buckalew.

Voting Nay: Olstad and Vetter

The council then voted on adopting Resolution No. 13-05-49 hiring Karl Lindquist as Interim City Administrator.

Voting Aye: Tweten, Leigh, Grassel, Vonasek, and Buckalew.

Voting Nay: Olstad and Vetter

After the motion was approved Mr. Vanderpan reminded the council rules and regulations of the Civil Service the council needs to follow. Some discussion followed on who should deal with Springsted, the council or the Civil Service Board.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER OLSAD, TO ADJOURN THE MAY 14, 2013 SPECIAL CITY COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:44 P.M.

Voting Aye: Tweten, Olsad, Leigh, Grassel, Vetter, Vonasek, and Buckalew.

Voting Nay: None.

Karl Lindquist, Interim City Administrator

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, MAY 14, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for May 14, 2013 was called to order by Council President Craig Buckalew at 5:44 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Gary Larson, Fire Chief; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

1. Police Department Plans & Specifications – Greg Boppre

Mr. Boppre told the council this presentation is to show them what the proposed police department could look like when this project is completed. He stated bids will be opened on June 11th and the results will be brought to council on June 18th. Mr. Brent Dammann then took over the presentation and told the council how the plaster is going to be replaced, certain windows and doors will be replaced, the roof membrane will be replaced, and they will also finish the reconstruction after the mold remediation has been completed. Discussion followed about how drainage issues will be addressed. Mr. Boppre informed the council that Mr. Dammann has done a very good job at keeping with project in budget so hopefully they are able to get good bids. Council member Tweten asked if the Police Chief and staff were able to give feedback on the proposed project. Chief Hedlund said he was very pleased and the staff has only had positive comments.

2. Community Gardens – Dave Aker

Mr. Aker informed the council there has been interest in creating a community garden. There has been talk of having this over the years but nothing ever came of it. He was contacted by Chris and John Rieth. Christ the King church has offered space for the gardens. Mr. Aker introduced Chris Rieth, who is working to be an eagle scout, presented his idea for the community gardens to the council. He explained how he planned to stake out 18 plots, two of which the boy scouts will be taking care of and everything harvested will be given to the food

shelf. The others would be available for renting. Chris planned on renting the gardens for \$100.00 per plot and as long as the gardens were taken care of and properly cleaned up in the fall the person who rented the plot would be eligible for getting \$50.00 back. He told the council Zavoral's would be donating time and dirt to scrap off the area for the gardens and bring in top soil. Chris asked the council if the city would be able to help collect money for the plots and help with a water tank and fertilizer. The council asked a few questions but thought this was a great idea for the community.

3. Library Staff Reorganization – Charlotte Helgeson

Ms. Helgeson informed the council the Library Board had been reviewing staffing and services offered by the library. She commented how successful the programming has been and how the current library coordinator is going to retire this summer. Ms. Helgeson added the computer technician that was hired last year as part time has been a tremendous benefit to the library. She stated how the library board would like to change the library coordinator position to full time and to stay within budget change the volunteer coordinator to part time. Ms. Helgeson added she hopes to have this position filled by September 1st.

4. Transit Title VI Plan – Nancy Ellis

Ms. Ellis informed the council in order to receive federal funds for transit they are required to pass updates to the Title VI Plan. She told the council the Title VI Plan addresses how the city handles complaints based on discrimination on the transit system and how people with limited English proficiency are accommodated on the city buses. Mr. Galstad asked what accommodations are made for them. Ms. Ellis said there are cards with multiple languages on them so they are able to ask a question or there is a capability of getting a translator. She also informed the council that the city has to keep track of any complaints regarding discrimination and so far no complaints have been made.

5. Presentation on Current Road Conditions – Jason Stordahl

Mr. Stordahl gave a power point presentation showing the council areas that need to be addressed regarding broken concrete panels, damaged manhole and catch basins, and curb and gutters that are in need of repair or replacement. Discussion followed about what the best way for completing repairs and replacements that were needed such as on 20th Street and in the Industrial Park. Council member Buckalew asked how soon the ICON program would be up and running. Mr. Stordahl stated how the necessary data has been entered and very soon he will be the person in charge of maintaining the system. Ms. Ellis also informed the council there is money set aside to help train those who will be in charge of this program.

6. Manhole Catch Basin Repair – Jason Stordahl

Mr. Stordahl informed the council every year there is around \$30,000.00 in the budget for repairs and replacements of manholes and catch basins. He stated how they are trying to keep up with these repairs and in the last few years they have started using floating manholes and catch basins which allow them to move and shift with the changing of the seasons. Mr. Stordahl said this has helped them last longer. He had received two quotes for repair work and told the council he would recommend H&S for this job.

7. Request for Purchase of Mower – Jason Stordahl

Mr. Stordahl informed the council the mower with the 72 inch deck needs replacing. He asked the council to declare a 1991 mower as surplus property so it could be traded in to help bring down the cost of a new mower with a 72 inch deck which was budgeted for. The council had no objections to this since this item was already under the amount that was budgeted before the trade in amount was deducted for the other mower.

8. City Clerk Position – Scott Huizenga

Mr. Huizenga said he was asked to give some recommendations for the future as well as giving the council and staff ideas of things to watch for. He continued by saying his first recommendation would be to formally separate Clerk/Treasurer from City Administrator. Most of those duties are performed by the executive assistant. Another reason to make this separation is for marketing purposes when recruiting for a new city administrator. He stated how the compensation study recently completed lists this position just as City Administrator, not with the Clerk/Treasurer title or duties included. He told the council if they made the change there would be some ordinance changes that would have to be made. Council member Vetter asked if there was a clerk and with a finance director, would there be a need to hire a City Administrator. He asked to have the job descriptions of the city administrator and the finance director sent to him. Mr. Huizenga stated the city administrator is responsible for managing the city and preparing budgets to name a couple things. Council member Leigh stated changes could be looked into but that East Grand Forks is a small city and to keep that in mind. Mr. Vanderpan reminded the council they need to follow proper protocol and have the Civil Service perform their function if they decide to make changes.

9. Cemetery Commission Update – Chad Grassel

Council member Grassel informed the council the Cemetery Commission had their first meeting on May 1st and many topics were covered. He stated there have been a lot of issues and questions with the rates of burials for both winter burials and cremations. The commission thought that it would be better to correct these issues by charging more uniformed rates. Council member Grassel stated how now there is a maximum of how big a headstone can be, how the flags will be up for Memorial Day, bids will be collected for the installation of a sprinkler system, the doors on the vault are in need of replacement, and there will be a meeting with the mayor to make changes at the cemetery entrance. Council member Vetter asked if the commission had the authority to change the rates since the council voted on the rates last year. After some discussion it was decided if the rates are to change it would have to be approved by the council.

Council member Buckalew asked if there were any more comments. Mayor Stauss stated how important the beautification of the city is. He told the council he would like to see a planter installed on the corner lot on Demers by the VFW to help improve this location. Council member Leigh asked if this lot was for sale and why the city would put that there if that was the case. Mayor Stauss said it was but they might be able to recoup some of the cost with the sale of the lot. Council member Tweten reminded the council that on Thursday, May 16th starting at noon in LaFave Park there will be an Arbor Day Ceremony with 4th graders from Sacred Heart and if possible council members should attend.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADJOURN THE MAY 14, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:45 P.M.

Voting Aye: Tweten, Olstad, Leigh, Grassel, Vetter, Vonasek, and Buckalew.

Voting Nay: None.

Karl Lindquist, Interim City Administrator

Request for Council Action

Date: May 14, 2013
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, Planner – EGF Transit
RE: Approval of Transit Title VI Plan

RECOMMENDATION:

Staff recommends approval of the proposed Title VI Plan

BACKGROUND:

In accordance with Title VI of the Civil Rights Act of 1964, recipients of federal financial assistance must not discriminate in the level and quality of transportation services and transit-related benefits on the basis of race, color, or national origin. Special emphasis is placed on persons with Limited English Proficiency (LEP), as different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination. Cities Area Transit (CAT) is required to submit a Title VI and LEP Plan to the Federal Transit Administration (FTA) every three years. Staff recommends approval of the 2013 Update of the CAT Title VI & LEP Plan, subject to FTA review and approval.

ANALYSIS & FINDINGS OF FACT:

Recipients of FTA funding must include the following in their Title VI Plan:

1. Title VI notice to the public and list of locations where the notice is posted

CAT posts a notice that indicates compliance with Title VI and informs the public of their protections against discrimination at the City Bus Garage, Metro Transit Center, Grand Forks City Hall, UND Memorial Union, East Grand Forks City Hall, Northland Community & Technical College, and on-board all transit vehicles. The notice instructs persons who believe they have been discriminated against to contact CAT or the FTA. The notice also instructs persons needing language assistance to contact CAT.

2. Notice to the public regarding Title VI discrimination complaint procedures

CAT provides instructions on how to file a Title VI discrimination complaint on its website. CAT provides a Title VI complaint form, which must be filed within 180 calendar days of the alleged occurrence. Complainants may also file Title VI complaints with the FTA.

3. List of any public transportation-related Title VI investigations, complaints, or lawsuits

CAT has not had any transportation-related Title VI investigations, complaints, or lawsuits filed since the last plan submission.

4. Public participation plan and outreach efforts

Since the last plan update, CAT has hired a Mobility Manager to perform outreach activities for public transit users, including monthly bus familiarization trainings for new Americans. CAT has also entered in to a Memorandum of Understanding with the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) to follow the MPO's Public Participation Plan for transit fare and service changes.

5. Limited English Proficiency Plan

According to the U.S. Census Bureau, about 2.2% of the total population (1,279 persons) in Grand Forks, ND and East Grand Forks, MN are considered limited English proficient (LEP). This is a 29% increase from 989 LEP persons in 2010.

CAT assesses the frequency with which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Contact with LEP persons has increased in recent years as many new Americans are utilizing CAT's public transportation services.

The Grand Forks community resettles about 90 refugees per year, most of whom speak Nepalese or Somali. CAT's public transportation services are very important to the new American community, as they rely heavily on public transit during their first year in the community. Through New American Services and Global Friends Coalition representatives who serve on the Human Services Coordinated Transportation Committee, CAT has learned a great deal about the importance of reliable transportation to and from English language classes for new Americans.

New American Services and other groups, such as Global Friends Coalition, provide bus skills training and teach new Americans how to purchase a bus pass, pay their fare, request a transfer on-board a CAT bus, etc. CAT's Mobility Manager also provides bus familiarization training once per month with the help of New American Services interpreters. The training goes over how to follow the bus map and schedule, hours of operation, fare payment, and more. This is also an opportunity to addresses issues that drivers encounter with LEP persons on the bus, such as understanding the rules for fare payment and the bike and bus program.

CAT continues to work closely with New American Services and Global Friends Coalition to assist LEP persons. Additional outreach measures that CAT is considering for the future include translation of vital documents and on-vehicle announcements in to Nepalese and/or Somali and partnering with the University of North Dakota Multicultural Student Services and Northland Community & Technical College to provide bus familiarization training.

SUPPORTING MATERIALS:

- Cities Area Transit Title VI Plan (2013 Update)



CITIES AREA TRANSIT TITLE VI PLAN

**CITIES OF GRAND FORKS, NORTH DAKOTA
AND EAST GRAND FORKS, MINNESOTA**

**Submitted to
Federal Transit Administration Region 8
12300 West Dakota Avenue – Suite 310
Lakewood, CO 80228-2583**

**DRAFT
2013 Update**

RECIPIENT INFORMATION

RECIPIENT: Cities Area Transit (CAT)

SUBMITTAL DATE: **Insert Date**

EXPIRATION YEAR: 2016

CONTACT INFORMATION:

Dale Bergman
Title VI Coordinator
Cities Area Transit
PO Box 5200
Grand Forks, ND 58206-5200
dbergman@grandforksgov.com
Phone: 701-746-2590
Fax: 701-746-2582

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I. PROVISION OF TITLE VI ASSURANCES

The Cities of Grand Forks, ND, and East Grand Forks, MN, have entered into an intergovernmental agreement and hereby certify that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended:

- a. The Cities of Grand Forks, ND, and East Grand Forks, MN, shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. The Cities of Grand Forks, ND, and East Grand Forks, MN, will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1A and in compliance with the Department of Transportation's Title VI Regulation, 49 CFR, Part 21.7.
- d. The Cities of Grand Forks, ND, and East Grand Forks, MN, will make it known to the public that those persons or person alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or U.S. Department of Transportation.

The person or persons whose signature appears below are authorized to sign this Assurance on behalf of the grant applicant or recipient.

(NAME AND TITLE OF AUTHORIZED OFFICER) Date _____

(SIGNATURE OF AUTHORIZED OFFICER)

(NAME AND TITLE OF AUTHORIZED OFFICER) Date _____

(SIGNATURE OF AUTHORIZED OFFICER)

II. TITLE VI COMPLIANCE HISTORY

- a. There are no outstanding lawsuits or complaints naming Cities Area Transit (CAT) which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to CAT, other than that being supplied by the Federal Transit Administration (FTA). Currently CAT is applying for Section 5307 & 5309 funding through the FTA.
- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to CAT and to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to CAT.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by CAT.

III. INCORPORATION OF THE PROGRAM

The Cities of Grand Forks, ND, and East Grand Forks, MN, (hereinafter referred to as “Recipient”) hereby agree that, as part of the intergovernmental agreement, as a condition to receive Federal financial assistance from the Department of Transportation, will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration (FTA), and hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration (FTA) program:

- a. The Recipient agrees that each “program” and each “facility”, as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. The Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all FTA programs and in adapted form in all proposals or negotiated agreements:

CAT, in accordance with Title VI of the Civil Rights Act of 1964, 8 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- c. The Recipient shall insert the clauses contained herein as APPENDIX A in every contract subject to this Act and the Regulations.
- d. The Recipient shall insert the clauses contained herein as APPENDIX B, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. Where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. Where the Recipient receives Federal financial assistance in the form, or the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. The Recipient shall include the appropriate clauses contained herein as APPENDIX C, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit

Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under FTA programs.

- h. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

These assurances are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Department of Transportation under the FTA and is binding on it, other recipients, sub grantees, contractors, subcontractors, transferees, successors in interest and other participants in the FTA programs.

The person or persons, whose signature appears below, are authorized to sign these assurances on behalf of the grant applicant or recipient.

_____ Date _____
(NAME AND TITLE OF AUTHORIZED OFFICER)

(SIGNATURE OF AUTHORIZED OFFICER)

_____ Date _____
(NAME AND TITLE OF AUTHORIZED OFFICER)

(SIGNATURE OF AUTHORIZED OFFICER)

IV. GENERAL GUIDELINES/REQUIREMENTS

a. Annual Certification and Assurance

As stated, the Cities of Grand Forks, ND and East Grand Forks, MN shall submit their Title VI assurance as part of their annual Certification and Assurance submission to the FTA.

b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), CAT has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public on CAT's website. CAT's complaint procedures and complaint forms are contained herein as APPENDIX D.

c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), CAT shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming CAT that allege discrimination on the basis of race, color or national origin. Such list shall include:

- 1) Date of the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by CAT in response to the investigation, lawsuit or complaint.

d. Access for LEP Persons

CAT shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). CAT will assist persons with limited English proficiency to foster participation in the transportation planning process. CAT staff will make every effort to provide translators and document translation, where feasible, upon request. CAT's Limited English Proficiency (LEP) Plan is contained herein as APPENDIX E.

e. Public Notification

In compliance with 49 CFT Section 21.g(d), CAT shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. CAT complaint procedures and public notification information are contained herein as APPENDIX D.

f. Additional Information

CAT acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of CAT, to investigate complaints of discrimination or to resolve concerns about possible non-compliance with Title VI.

g. Timely Submission

CAT acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement of activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) CAT's process for assisting persons with LEP;
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and

- 5) A copy of CAT's public notice regarding Title VI compliance and public access and instructions related to CAT's Title VI complaint procedures.

Portions of the Plan which have not changed since the last submission will not be resubmitted, however, CAT shall include a statement to this effect in lieu of copies of the original documents in order to eliminate redundancy in resubmissions.

h. Environmental Analysis of Construction Projects

CAT shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, CAT shall complete the FTA's standard CE check list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), CAT shall incorporate into their documents the following:

- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would impact the identified minority and low-income population;
- 3) A discussion of all positive effects that would impact the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community impacts such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that impact predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, CAT shall describe why this is so.

i. Public Participation

CAT shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. CAT shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementation of community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communications, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding CAT's responsibilities to LEP persons.

(NAME AND TITLE OF AUTHORIZED OFFICER) Date _____

(SIGNATURE OF AUTHORIZED OFFICER)

(NAME AND TITLE OF AUTHORIZED OFFICER) Date _____

(SIGNATURE OF AUTHORIZED OFFICER)

APPENDIX A – TITLE VI PLAN
(To be inserted into every contract subject to Title VI)
Cities Area Transit is herein referred to as “CAT”

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Non-discrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CAT or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to CAT or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Non-compliance: In the event of the contractor’s non-compliance with non-discrimination provisions of this contract, CAT shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination, or suspension of the contract, in whole or in part
- 6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as CAT or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request CAT to enter into such litigation to protect the interests of CAT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B – TITLE VI PLAN
(To be inserted into every contract subject to Title VI)
Cities Area Transit is herein referred to as “CAT”

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

Now, therefore, the DOT, as authorized by Law, and upon the condition that CAT will accept title to the Lands and maintain the project constructed thereon, in accordance with the State of North Dakota, The Regulations for the Administration of program and policies and procedures prescribed by the Federal Transit Administration of the DOT and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto CAT all the right, title and interest of the DOT in and to said lands described in Exhibit “A” attached hereto and made a part hereof.

(HABENOUUM CLAUSE)

To have and to hold said lands and interests therein unto CAT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on CAT, its successors and assigns.

CAT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby [,] [and]* (2) that CAT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned non-discrimination conditions the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C – TITLE VI PLAN

(To be inserted into federally funded real property transactions or improvements)

Cities Area Transit is herein referred to as “CAT”

The following clauses shall be included in any and all deeds licenses, leases, permits, or similar instruments entered into by CAT pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee Lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination of Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of a breach of any of the above non-discrimination covenants, CAT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said (licenses, lease, permit, etc.) to re-enter and repossess said land and facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of a breach of any of the above non-discrimination covenants CAT shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CAT and its assignees.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by CAT pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assignees, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add “as a covenant running with the land”) that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, or national origin shall be excluded from the participation in, be denied, the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 211, Non-discrimination in Federally –Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

APPENDIX C – TITLE VI PLAN (continued)

(To be inserted into federally funded real property transactions or improvements)

(Include in licenses, leases, permits, etc.)*

That in the event of a breach of any of the above non-discrimination covenants, CAT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities as thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of a breach of any of the above non-discrimination covenants, CAT shall have the right to re-enter the said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of CAT and its assignees.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX D

TITLE VI PUBLIC NOTICE OF RIGHTS/COMPLAINT PROCESS CITIES AREA TRANSIT (CAT)

Public Notice of Rights

The notice below is posted on the CAT website, on-board all transit vehicles, and at the following locations:

City Bus Garage – 867 S 48th St, Grand Forks, ND 58201
Metro Transit Center – 450 Kittson Ave, Grand Forks, ND 58201
University of North Dakota Memorial Union – 2901 University Ave, Grand Forks, ND 58203
Northland Community College – 2022 Central Ave NE, East Grand Forks, MN 56721
Grand Forks City Hall – 255 N 4th St, Grand Forks, ND 58201
East Grand Forks City Hall – 600 Demers Ave, East Grand Forks, MN 56721

Notice: Your Protections under Title VI of the Civil Rights Act of 1964

Any person who believes he/she or any specific class of persons is subjected to discrimination prohibited by Title VI Civil Rights Act or the provisions of the Americans with Disabilities Act may by him/herself or by a representative file a written complaint with Cities Area Transit (CAT) and/or the Federal Transit Administration. All complaints will be promptly investigated.

To request additional information on CAT's non-discrimination obligations or the Americans with Disabilities Act, contact:

Cities Area Transit
PO Box 5200
Grand Forks, ND 58206-5200
Phone: 701-746-8108
Fax: 701-746-2582

Information in languages other than English will be provided as needed and will be consistent with the Department of Transportation's Limited English Proficiency (LEP) Guidance. Additionally, alternative formats (i.e. large print, Braille, audio or video recordings of the use policies and procedures) are available upon request. For Federal Title VI information, please contact the Federal Transit Administration (FTA), Region 8 at 720-963-3300. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at www.fta.dot.gov.

Complaint Procedures

The following complaint procedures are made available on CAT's website:

Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint. CAT's complaint procedures are described below. However, these procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and CAT may be utilized for resolution.

The following measures will be taken to resolve Title VI complaints:

A formal complaint must be filed within 180 calendar days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name,

Cities Area Transit
Title VI Submission to the FTA

address and telephone number, name of the alleged discriminating official(s), basis of complaint (race, color, or national origin) and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

CAT strongly encourages the use of the attached Title VI Complaint Form when filing official complaints. The preferred method is to file your complaint in writing using the Title VI Complaint Form and send it to:

Cities Area Transit
PO Box 5200
Grand Forks, ND 58206

In the case where a complainant is unable or unwilling to provide a written statement, a verbal complaint of discrimination may be made to the CAT Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the CAT Title VI Coordinator will assist the complainant in converting the verbal allegations to writing.

When a complaint is received, the Title VI Coordinator will provide written acknowledgment to the complainant within ten (10) calendar days by registered mail.

If a complaint is deemed incomplete, additional information will be requested, and the complainant will be provided 60 calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

Within 15 calendar days from receipt of a complete complaint, CAT will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the Title VI Coordinator or his/her authorized designee will notify the complainant and respondent by registered mail regarding the disposition.

If the decision is made not to investigate the complaint, the notification shall specifically state the reason for such decision.

If the complaint is to be investigated, the notification shall state the grounds of CAT's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

When CAT does not have sufficient jurisdiction, the Title VI Coordinator or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

If the complaint has investigative merit, the Title VI Coordinator or his/her authorized designee will instruct the Title VI Coordinator to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the Title VI Coordinator within six (6) calendar days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Title VI Coordinator will notify the appropriate authorities, and an extension will be requested.

The Title VI Coordinator or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 calendar days from receipt of the complaint.

If the Complainant is dissatisfied with CAT's resolution of the complaint, he/she has the right to file a complaint with the:

Federal Transit Administration
Region 8
Attn: Civil Rights Officer
12300 West Dakota Avenue
Suite 310

Cities Area Transit
Title VI Submission to the FTA

Lakewood, CO 80228
720-963-3300
Fax: 720-963-3333

FTA Complaint procedures can be found on the FTA web site at: www.fl.dot.gov. These procedures are also outlined in FTA Circular 4701.1A, Chapter IX.

APPENDIX D (continued)

TITLE VI PUBLIC NOTICE OF RIGHTS/COMPLAINT PROCESS
CITIES AREA TRANSIT (CAT)



Title VI Complaint Form

Complaint Form

Any person who believes himself/herself or any specific class of persons to be subjected to discrimination prohibited by Title VI may by himself/herself or by a representative file a written complaint either with the City of Grand Forks Transportation Department or the Federal Transit Administration (FTA). A complaint must be filed no later than 180 calendar days after the date of the alleged discrimination, unless the time for filing is extended by FTA.

Instructions: If you would like to submit a Title VI complaint to Cities Area Transit (CAT) please fill out the form below and send it to: Cities Area Transit, Attn: Title VI, PO Box 5200, Grand Forks, ND 58206-5200. For questions or a full copy of CAT's Title VI policy and complaint procedures, call 701-746-8108.

1. Name (Complainant):	
2. Phone:	3. Home address (street, city, state, zip)
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:
7. Discrimination because of: Race National origin Color Other Please specify:	

Title VI Complaint Form (continued)

Cities Area Transit
Title VI Submission to the FTA

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.

9. Why do you believe these events occurred?

10. What other information do you think is relevant to the investigation?

11. How can this/these issue(s) be resolved to your satisfaction?

12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses):

Name:

Address:

Phone number:

Title VI Complaint Form (continued)

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? ___ Yes ___ No

If yes, check all that apply:

 ___ Federal agency ___ Federal court ___ State court

 ___ Local agency ___ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court _____

Contact Name _____

Address: _____

Phone number: _____

I understand that this statement of complaint will be submitted to the Public Transportation Office and will be routed to the Superintendent's office. The complaint may be the basis for review and/or investigation. Further, I sincerely and truly declare and affirm that the facts contained herein are complete, accurate, and true to the best of my knowledge and belief. Further, I declare and affirm that my statement has been made by me voluntarily without persuasion, coercion, or promise of any kind.

Signature (Complainant):

Date of filing:



**CAT
TITLE VI / LEP
COMPLAINT LOG**

January 1, 2010 to December 31, 2010 – NONE

January 1, 2011 to December 31, 2011 - NONE

January 1, 2012 to date - NONE

April 30, 2013



**Cities Area Transit
Limited English Proficiency (LEP) Plan
APPENDIX E**

**CITIES OF GRAND FORKS, NORTH DAKOTA
and EAST GRAND FORKS, MINNESOTA**

**Submitted to
Federal Transit Administration Region 8
12300 West Dakota Avenue – Suite 310
Lakewood, CO 80228-2583**

2013 Update

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I. INTRODUCTION

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provided that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and:

II. EXECUTIVE ORDER 13166

Executive Order 13166 “Improving Access to Services for Persons With Limited English Proficiency,” reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice (DOJ’s) Policy Guidance entitled “Enforcement of Title VI of the Civil Rights Act of 1964 – National Origin Discrimination Against Persons With Limited English Proficiency.” (See 65 FR 50123, August 16, 2000 DOJ’s General LEP Guidance). Different treatment based upon a person’s inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as Cities Area Transit (herein referred to as “CAT”), and governments, private and non-profit entities, and sub-recipients.

III. PLAN SUMMARY

CAT has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to CAT services as required by Executive Order 13166. An LEP person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining CAT’s extent of obligation to provide LEP services, CAT undertook a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the CAT service area who may be served or likely to encounter CAT program, activity, or service; 2) the frequency with which LEP individuals come in contact with CAT services; 3) the nature and importance of the program activity or service provided by CAT to the LEP population; and 4) the resources available to CAT and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

IV. FOUR FACTOR ANALYSES

- 1. The number or proportion of LEP persons eligible in the Grand Forks, ND/East Grand Forks, MN Urbanized Area to be served by or likely to encounter a CAT program, activity, or service.** CAT examined the US Census Bureau report of the American Community Survey 5-Year Estimates from 2007 to 2011 and was able to determine that the overwhelming majority of the population, 94.1% or 53,734 persons, speak English only. Of the remaining 2,958 that speak a language other than English, 43% or 1,279 speak English

less than “very well.” Therefore, 2.2% of the total population in Grand Forks, ND and East Grand Forks, MN would be considered LEP (See **SUB-APPENDIX A**).

2. **The frequency with which LEP individuals come in contact with a CAT program, activity, or service.** CAT assesses the frequency with which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and verbally surveying drivers. Contact with LEP persons has increased in recent years as many new Americans are utilizing CAT’s public transportation services.

New American Services of North Dakota has resettled about 4,000 refugees from 35 countries since 1997. The Grand Forks community resettles about 90 refugees per year, most of whom speak Nepalese or Somali. New American Services and other groups, such as Global Friends Coalition, provide bus skills training and teach new Americans how to purchase a bus pass, pay their fare, request a transfer, etc. CAT’s Mobility Manager also provides bus familiarization training once per month with the help of New American Services interpreters.

CAT has never had a request for language interpretation. CAT provides on its own accord public transportation use policy documents and bus schedules that are translated into Spanish.

3. **The nature and importance of the program, activity, or service provided by CAT to the LEP community.**

CAT’s public transportation services are very important to the LEP community. New Americans rely heavily on public transportation, especially during their first year in the community. Through New American Services and Global Friends Coalition representatives who serve on the Human Services Coordinated Transportation Committee, CAT has learned a great deal about the importance of reliable transportation to and from English language classes for new Americans.

There is often a great distance to travel between affordable and available housing for new Americans and the location of English language classes. Public transportation services are even more important during the winter months when extreme cold makes it dangerous to travel on foot. New Americans are often on a fixed income and are not able to afford frequent taxi fares.

Foreign students who attend the University of North Dakota also rely on public transportation to connect them with the greater community for shopping and entertainment trips.

4. **The resources available to CAT and overall costs.** Since the last Title VI plan update, CAT has hired a Mobility Manager to perform outreach activities for all public transportation users. CAT has also entered in to a Memorandum of Understanding with the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) adopting the MPO’s Public Participation Plan for fare and service changes (see **SUB-APPENDIX C**).

V. LIMITED ENGLISH PROFICIENCY PLAN OUTLINE

- a. **How to Identify an LEP Person who Needs Language Assistance** – Below are tools to help identify persons who may need language assistance:

- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
- When CAT sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table,

have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;

- Have the Census Bureau's "I Speak Cards" at the workshop or conference sign-in sheet table (contained herein as **SUB-APPENDIX B**). While staff may not be able to provide translation assistance at that particular day's meeting, the cards are an excellent tool to identify language needs for future meetings. Also, have the cards available at the CAT Office and Metro Transit Center; and
- Frequently survey drivers and other first line staff of any direct or indirect contact with LEP individuals.

b. Language Assistance Measures - CAT has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well," and the lack of resources available in the CAT service area:

- Census Bureau's "I Speak Cards" are to be located at the Metro Transit Center Customer Service locations at all times.
- The computer(s) located at the CAT office have AltaVista Babel Fish added to the favorites listing for easy access via Microsoft Internet Explorer for the translations of blocks of texts. This will aid the CAT staff in the interpretation of services on a one-on-one basis for LEP individuals visiting CAT.
- When CAT hosts public meetings or conferences and a special need is identified in advance, CAT will make every effort to have a translator available at the meeting.
- When the CAT website is redesigned, AltaVista Babel Fish translation will be explored as a possible added feature.
- When an interpreter is needed, in person or on the telephone, and the CAT staff has exhausted the above options, staff will first attempt to determine what language is required. Staff shall use the telephone interpreter service – Language Line Services at <http://www.languageline.com>. On the Language Line home page the staff will select the Need for an interpreter Now Link and follow the directions to receive and access code.

c. CAT Staff Training – All CAT staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the CAT staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI policy and LEP responsibilities;
- What language assistance services CAT offers;
- Use of LEP "I Speak Cards";
- How to access AltaVista Babel Fish via the transit computer(s) in the CAT office.
- How to use the Language Line Interpretation and translation services;
- Documentation of language assistance requests;
- How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the CAT Title VI Plan)

d. **Outreach Techniques** – CAT provides monthly bus familiarization training for new Americans with the assistance of interpreters. The training goes over how to follow the bus map and schedule, hours of operation, fare payment, and more. This is also an opportunity to address issues that drivers encounter with LEP persons on the bus, such as understanding the rules for fare payment and the bike and bus program. Additional outreach techniques that CAT is considering are summarized below:

- Translation of vital documents in to Nepalese and/or Somali
- Translation of on-vehicle stop announcements and service announcements in to Nepalese and/or Somali
- Partnering with the University of North Dakota Multicultural Student Services to provide bus familiarization training for LEP persons
- Partnering with Northland Community & Technical College to provide bus familiarization training for LEP persons

e. **Monitoring and Updating the LEP Plan** – This plan is designed to be flexible and is one that can be easily updated. At a minimum, CAT will follow the Title VI Program update schedule for the LEP Plan.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?
- What is the current LEP population in the CAT service area?
- Has there been a change in the types of languages where translation services are needed?
- Is there still a need for continued language assistance for previously identified CAT programs? Are there other programs that should be included?
- Have CAT's available resources, such as technology, staff, and financial costs changed?
- Has CAT fulfilled the goals of the LEP Plan? and
- Were any complaints received?

f. **Dissemination of the CAT Limited English Proficiency Plan** – This plan is available on the CAT website and is distributed via email to members of the Human Services Coordinated Transportation Committee. Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or e-mail. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the CAT Title VI Coordinator.

Cities Area Transit
Attn: Title VI
PO Box 5200
Grand Forks, ND 58206-5200
Phone: 701-746-8108
Fax: 701-746-258

SUB-APPENDIX A

Grand Forks, ND--MN Urbanized Area
 Selected Social Characteristics in the United States: 2007-2011
 Data Set: 2007-2011 American Community Survey 5-Year Estimates
 Survey: American Community Survey

LANGUAGE SPOKEN AT HOME

Population 5 years and over	57,111	100%
English only	53,734	94.1%
Language other than English	2,958	5.2%
Speak English less than "very well"	1,279	2.2%
Spanish	1,077	1.9%
Speak English less than "very well"	221	0.4%
Other Indo-European languages	1,127	2.0%
Speak English less than "very well"	343	0.6%
Asian and Pacific Islander languages	875	1.5%
Speak English less than "very well"	391	0.7%
Other languages	5,661	9.9%
Speak English less than "very well"	341	0.6%

Grand Forks Only

Population 5 years and over	49,341	100%
English only	46,430	94.1%
Language other than English	2,911	5.9%
Speak English less than "very well"	1,173	2.4%
Spanish	789	1.6%
Speak English less than "very well"	145	0.3%
Other Indo-European languages	987	2.0%
Speak English less than "very well"	318	0.6%
Asian and Pacific Islander languages	641	1.3%
Speak English less than "very well"	386	0.8%
Other languages	543	1.1%
Speak English less than "very well"		

SUB-APPENDIX B
I SPEAK CARDS

<input type="checkbox"/> Check the box if you read or speak English. I need an English Interpreter.	English
<input type="checkbox"/> Marque la casilla si se leen o hablan a español. Necesito un intérprete de español.	Spanish
<input type="checkbox"/> Xuǎn zhōng gāi kuāng, rúguǒ nǐ dú huò jiǎng yīngyǔ. Wǒ xūyào yīngyǔ fānyì.	Chinese
<input type="checkbox"/> Proverite kvadraticu ako pročitate ili ne govori engleski. i potrebno English Tumač	Croatian (Serbo)
<input type="checkbox"/> Die boks as jy lees of praat Engels nodig het. Ek 'n Engelse tolk. M	Afrikaans
<input type="checkbox"/> Anata ga yonde iru baai, matawa eigo o hanasu chek kubokkusu o sentaku shimasu. Watashi wa eigo tsūyaku o hitsuyō to shimasu.	Japanese
<input type="checkbox"/> La case à cocher si vous lisez ou parlez français. J'ai besoin d'un interprète français.	French
<input type="checkbox"/> Đánh dấu vào ô nếu bạn đọc hoặc nói tiếng Nhật. Tôi cần một thông dịch viên Nhật bản.	Vietnamese

SUB-APPENDIX B

Memorandum of Understanding Covering Public Participation within the Grand Forks-East Grand Forks Metropolitan Area

This Memorandum of Understanding (MOU) is between the Grand Forks-East Grand Forks Metropolitan Planning Organization, hereinafter "MPO," and the city of Grand Forks and the city of East Grand Forks, hereinafter collectively "Public Transportation Operator."

WHEREAS, joint responsibilities for establishing and maintaining a continuing, cooperative, and comprehensive (3-C) metropolitan transportation planning and programming process is defined and required by the United States Department of Transportation (USDOT) in regulations at *23 CFR 450 Subpart A – Transportation Planning and Programming Definitions*; *23 CFR 450 Subpart C – Metropolitan Transportation Planning and Programming*, 23 U.S.C. 134 and 135; and 49 U.S.C. 5303 and 5304; and

WHEREAS, The regulations at *23 CFR 450.314 – Metropolitan Planning Agreements* and 49 CFR 613 – Metropolitan Transportation Planning and Programming direct that the metropolitan planning organization (MPO) and Public Transportation Operators shall cooperatively determine their mutual responsibilities for carrying out the 3-C process and clearly identify them in a written agreement; and

WHEREAS, the Public Transportation Operator is the public entity which participates in the continuing, cooperative, and comprehensive transportation planning process in accordance with 23 U.S.C. 135 and 49 U.S.C. 5303 and 5304, and is the designated recipient of Federal funds under title 49 U.S.C. Chapter 5307 for transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or intercity bus transportation or intercity passenger rail transportation provided by Amtrak; and

WHEREAS, nothing in this MOU shall be construed to limit or affect the legal authorities of the parties or require the parties to perform beyond their respective authority,

NOW, THEREFORE, the MPO and the Public Transportation Operator agree to cooperatively undertake a continuing and comprehensive transportation planning and programming process for the defined metropolitan planning area. The process will be completed in accordance with state and local goals for urban planning, the provisions of 23 U.S.C. 135, 49 U.S.C. 5303 and 5304, 23 C.F.R. 450, and 23U.S.C 5307, as amended, and the provisions of this Memorandum of Understanding, in which it is mutually agreed that each agency has the following responsibilities:

I. Public Comment Process on Fare / Service Changes

The parties must solicit and consider public comment before implementation of all changes in fares or significant changes in service.

A. Metropolitan Planning Organization

- Prepare and maintain a Long Range Transportation Plan that includes the operational and financial plans for the Public Transportation Operators
- Periodically consider amendments to the LRTP that may cause change in fares and/or changes in public transportation services
- Process proposed amendments in accordance with the adopted MPO's Public Participation Plan

B. Public Transportation Operator

- Participate in the preparation and maintenance of the LRTP.
- Periodically consider changes to fares and/or services.
- Process proposed changes in fares and/or services as proposed amendments to the MPO's LRTP.
- Participate in the public process as provided in the MPO's Public Participation Plan

II. Definitions of Service changes

A. Definition of Temporary Service Changes

Temporary service changes are those that are in effect for a limited time period due to road construction, special events, etc., and are not intended to be permanent.

Temporary service changes shall be made administratively by the Public Transportation Operator. If a temporary service change is to become permanent, it should be evaluated to determine if it is minor or significant based on the following criteria.

B. Definition of Significant Service Changes

Route or service changes are considered significant if any of the following apply:

1. Elimination of a route
2. Addition of a route
3. Any change in routes in excess of 25% of the existing route mileage

4. Route changes that would reduce or eliminate service to schools, elderly/public housing, hospitals or social service agencies

All significant route changes would be subject to the amendment process of the MPO's LRTP and implemented after approval by the MPO.

C. Definition of Minor Service Changes

Route or service changes are considered minor if they are less than 25% of existing route mileage. Minor service changes shall be made upon approval of the Public Transportation Operator.

III. Period of Agreement

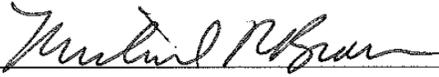
1. This Memorandum of Understanding shall be effective upon execution by the MPO and the Public Transportation Operator and may be terminated by any one of the parties by giving 90 days written notice to each of the other parties. This Memorandum of Understanding will remain in effect until terminated as provided in this clause, or until replaced by a new Memorandum of Understanding.
2. Any amendments to this Memorandum of Understanding must be mutually agreed to in writing.
3. It is mutually agreed that this Memorandum of Understanding will be reviewed (and amended as determined necessary) following the reauthorization of the current surface transportation authorization act.

The parties hereto execute this Memorandum of Understanding through their authorized representatives:

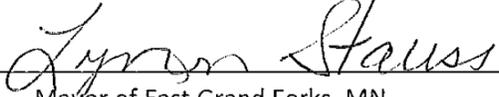
METROPOLITAN PLANNING ORGANIZATION

By _____ Date _____
Chair of Grand Forks-East Grand Forks
Metropolitan Planning Organization

PUBLIC TRANSPORTATION OPERATOR: City of Grand Forks, ND

By  10/8/12
Mayor of Grand Forks, ND Date

PUBLIC TRANSPORTATION OPERATOR: City of East Grand Forks, MN

By  _____
Mayor of East Grand Forks, MN Date



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

444 Cedar Street, Suite 222

St. Paul, MN 55101

651-201-7507 • TTY 651-282-6555 • Fax 651-297-5259



RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by MN Liquor Control • (3.2% Licenses exempt)

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code 3.2DNSS License Period Ending 6/30/2013 ID# 30521
City/County where license approved. East Grand Fks

Licensee Name LBDMEGF LLC

Trade Name Little Bangkok

Licensed Location address 302 Demers Ave

City, State, Zip Code East Grand Fks, MN 56721

Business Phone 701/219-1423

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 275.00 Sunday \$ 0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 5/13/13
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.)



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Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code MWNONSB License Period Ending 6/30/2013 ID# 30460
City/County where license approved. East Grand Fks

Licensee Name LBDMEGF LLC
Trade Name Little Bangkok

Licensed Location address 302 Demers Ave
City, State, Zip Code East Grand Fks, MN 56721

Business Phone 701/219-1423

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 550.00 Sunday \$ 0.00

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5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2% liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 5/13/13
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____

County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____

(Signature certifies licensee or associates have not been cited during the past five years for any state/local liquor law violations (criminal/civil). Report violations on back, then sign here.

PS 9093-10



Minnesota Department of Public Safety

Alcohol and Gambling Enforcement

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St. Paul, MN 55101

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RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

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Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. **City Clerk/County Auditor are also required by M.S. 340A.404 S. 3 to report any license cancellation.**

License Code ONSS License Period Ending 6/30/2013 ID# 821
City/County where license approved. East Grand Fks

Licensee Name Am Leg 157
Trade Name East Grand Forks American Legion

Licensed Location address 1009 Central Ave NW
City, State, Zip Code East Grand Fks, MN 56721

Business Phone 218/773-1129

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 3800.00 Sunday \$ 200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

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Licensee Signature Walter O. Flender DOB [REDACTED] SS# [REDACTED] Date 06 MAY 2013
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
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License Code DNSS License Period Ending 6/30/2013 ID# 33940
City/County where license approved. East Grand Fks

Licensee Name Thai Orchid LLC

Trade Name Drunken Noodle

Licensed Location address 415 2nd St NW

City, State, Zip Code East Grand Fks, MN 56721

Business Phone 218/399-2100

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 3800.00 Sunday \$ 200.00

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(Signature certifies all above information to be correct and license has been approved by city/county.)

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(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

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License Code DNSS License Period Ending 6/30/2013 ID# 35909
City/County where license approved. East Grand Fks

Licensee Name El Azteca of East Grand Forks Inc.

Trade Name Casa Mexico Restaurant

Licensed Location address 112 14th St NE

City, State, Zip Code East Grand Fks, MN 56072

Business Phone 218/773-4331

LICENSE FEES: Off Sale \$ 0.00 On Sale \$ 3800.00 Sunday \$ 200.00

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Licensee Signature [Signature] DOB [Redacted] SS# [Redacted] Date 04-09-13
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
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County Attorney Signature _____ Date _____
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
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PS 9093-10

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held April 18, 2013 at 5:00 P.M.

Present: Brickson, Quirk, Tweten

Absent: Ogden

It was moved by Commissioner Quirk second by Commissioner Tweten that the minutes of the previous meeting of April 4, 2013 be approved as read.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,235,219.94.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

President Brickson presented the local award for the MMUA Bovitz Scholarship essay to Paige Vetter, a senior at East Grand Forks Senior High School.

It was moved by Commissioner Tweten second by Commissioner Quirk to award the bid for the 2013 Central Substation Rehab project to ICS in the amount of \$519,400.00

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Tweten to approve hiring 3 summer employees at the Distribution Service Center.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to approve the quote of \$26,775.00 by Schneider Electric to replace the generator circuit breakers at the Water Treatment Plant.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to adjourn to the next regular meeting on May 2, 2013 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

Lori Maloney
Sec'y

Request for Council Action

Date: May 8, 2013

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Library Board/Director

RE: Library Staff Reorganization

Consider approving the request to approve

The Library Board would like the City Council approve changing the part time Program Coordinator to a full time position. The board would like to see this position filled by September 1st.

With this position going full time the Board would like to decrease the Volunteer Coordinator from a full time position to a part time position (20-26 hours) beginning September 1st. The Volunteer Coordinator position would receive prorated sick leave and vacation. This position will also continue on PERA.

Enclosed Documents: Library Program Coordinator job description

Library Program Coordinator

Department: Library
Points: 380 Grade: 16

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate professional work preparing and planning special events, artists and art exhibits, story times and groups, generating and maintaining applicable records, reports and files, assisting patrons with using library technology, and related work as apparent or assigned. Work is performed under the general direction of the Library Director. Leadership is provided to volunteers.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Prepares and presents story times.
- Organizes artists and art exhibits.
- Prepares and facilitates special programs, events and presentations.
- Facilitates writers and readers groups.
- Writes book notes.
- Creates and distributes written correspondence.

Knowledge, Skills and Abilities

Comprehensive knowledge of library operations and processes; thorough knowledge of library record needs; thorough skill developing applicable records, reports and files; thorough skill planning and facilitating special groups, events and meetings; ability to operate standard office equipment and related hardware and software; ability to learn specialized software or systems related to business need; ability to establish and maintain effective relationships with patrons, staff, media, donors, and the general public.

Education and Experience

Bachelor's degree in communications, art, or related field and moderate experience developing library based programs, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operating machines and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.
Valid driver's license in the State of Minnesota.

Last Revised: 5/17/2012

Request for Council Action

Date: May 8, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: File – Plans/Specifications – 2013 City Project No. 3 – Police Building Improvements

Background:

I would like file, get permission to advertise and set the bid date for 2013 City Project No. 3 – Police Building Improvements. The budget remains the same as we previously submitted, please see below:

PROPOSED BUDGET

CONSTRUCTION	\$310,000.00
PLANS/SPEC'S	\$27,900.00
INSPECTION	\$15,500.00
CONTINGENCIES	\$37,200.00
ADMIN/LEGAL	\$6,200.00
TOTAL	\$396,800.00

Recommendation:

File plans/specifications, authorize advertising, set bid date

Enclosures:

Rendering of improvements



RESOLUTION NO. 13 – 05 - 50

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS**

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

WHEREAS, pursuant to a resolution passed by the council on May 21, 2013 the City Engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2013 City Project No. 3 – Police Building Improvements and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be considered by the council. The State of Minnesota will set the bid date.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: May 21, 2013

Attest:

Interim City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 21st of May, 2013.

Mayor

Request for Council Action

Date: 5/15/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: Annual Manhole/Catch Basin Repairs

Consider approving the request to approve:

Public Works issued an RFP for 2013 manhole and catch basin repairs. Repairs would include any damaged catch basins or manholes, and associated street panels and/or curb and gutter. I have received two quotes to perform the repair work. After reviewing the quotes I recommend to award H&S Construction the job since they have the lower quote and the city will be able to have more repairs done with the \$30,000.00 budgeted for this work.

**CITY OF EAST GRAND FORKS, MINNESOTA
REQUEST FOR PROPOSAL**

Name and Address of Contractor

*H&S Construction of TRF
17279 Hwy 59 NE
Three River Falls MN 56701*

PLEASE QUOTE US YOUR PRICE ON THE ITEMS LISTED BELOW AND RETURN THIS FORM TO:

PUBLIC WORKS DEPARTMENT
1001 2ND ST NE
EAST GRAND FORKS, MN 56721
FAX 218-773-5615
Email publicworks@eastgrandforks.net

SUBMITTED BY: *Robert Archibald*
(Signature)

Project #1004 - Items for Street Improvements

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
	Catch Basins w/chimney seal	EA	800. ⁰⁰	
	Sanitary Manhole w/chimney seal	EA	800. ⁰⁰	
	Storm Water Manhole w/chimney seal	EA	800. ⁰⁰	
	Associated curb and gutter replacement	LF	32. ⁰⁰	
	Associated concrete panel replacement (10'x10'x7" concrete panel)	CY	63. ⁰⁰	
	* These are all estimated amounts			
	TOTAL			

The City reserves the right to accept or reject any or all proposals or part thereof, and to accept one or more items.

Prices are F.O.B. East Grand Forks , MN - Destination
Rates are valid for 120 Days

Contractor shall be responsible for meeting all city operations requirements for street improvements. Please provide rates on any item not listed that you feel may be needed to completed. You may be called on to provide the quantity proposed or less as according to the needs of the City of East Grand Forks Public Works Department.

All work must be in accordance with guidelines set out by the City of East Grand Forks.

Submitted By: *H&S Construction of TRF Inc.*
(Printed Name of Company Representative)
Robert Archibald
(Signature of Company Representative)

Date: *5-6-13*

**CITY OF EAST GRAND FORKS, MINNESOTA
REQUEST FOR PROPOSAL**

Name and Address of Contractor

OPP Construction LLC
P.O. Box 13530
Grand Forks, ND 58208-3530
(701) 775-3322

PLEASE QUOTE US YOUR PRICE ON THE ITEMS LISTED BELOW AND RETURN THIS FORM TO:

PUBLIC WORKS DEPARTMENT
1001 2ND ST NE
EAST GRAND FORKS, MN 56721
FAX 218-773-5615
Email publicworks@eastgrandforks.net

SUBMITTED BY: _____
(Signature)

Project #1004 - Items for Street Improvements

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
	Catch Basins w/chimney seal	EA	1280 ⁰⁰	
	Sanitary Manhole w/chimney seal	EA	1280 ⁰⁰	
	Storm Water Manhole w/chimney seal	EA	1280 ⁰⁰	
	Associated curb and gutter replacement	LF	45.00	
	Associated concrete panel replacement (10'x10'x7" concrete panel) CR	SY SY	95.00	
	* These are all estimated amounts			
	TOTAL			

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Prices are F.O.B. East Grand Forks , MN - Destination
Rates are valid for 120 Days

Contractor shall be responsible for meeting all city operations requirements for street improvements. Please provide rates on any item not listed that you feel may be needed to completed. You may be called on to provide the quantity proposed or less as according to the needs of the City of East Grand Forks Public Works Department.

All work must be in accordance with guidelines set out by the City of East Grand Forks.

Submitted By: GREG OPP president
(Printed Name of Company Representative)

(Signature of Company Representative)

Date: 5-9-13

Request for Council Action

Date: 5/14/2013

To: East Grand Forks City Council, Mayor Lynn Stauss, Council President Craig Buckalew, Council Vice President Greg Leigh, Council members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Jason Stordahl, Public Work Director

RE: 360 Mower

Background and supporting documentation of request:

The 2013 capital improvement plan has \$25,000 budgeted (Storm Water) for a new mower. We have a quote from MTI Distributing through the MN DOT Contract (state buying bid). The mower quote is \$25,312.37, minus trade in of our 1991 GM345 mower.

Recommendation: Approve purchase of Toro Groundsmaster 360 for \$25,312.37, and trade in Toro GM 345 for \$2,000.



City of East Grand Forks
TORO TURF MAINTENANCE EQUIPMENT QUOTE



2013 GSA Contract Pricing	
<i>Grounds Maintenance Equipment</i>	2013 GSA Contract Price
<i>New</i> TORO GROUNDSMASTER 360 , 36 HP Kubota Liquid-Cooled Diesel Engine, 4WD , 72" Side Discharge Center-Mount Commercial Rotary Mower, Quad-Steer True All-Wheel Steering, Mechanical Seat Suspension, Arm Rests & Foldable 2-Post ROPS (30537)	\$25,312.37
<i>TRADE IN</i> Toro GM345 w/72" Side Discharge Deck 1991 Model Year with 2,420 hrs (30789-20218)	(\$2,000.00)
<i>Subtotal</i>	\$23,312.37
<i>MN State Sales Tax (6.875%)</i>	\$1,602.73
Total	\$24,915.10

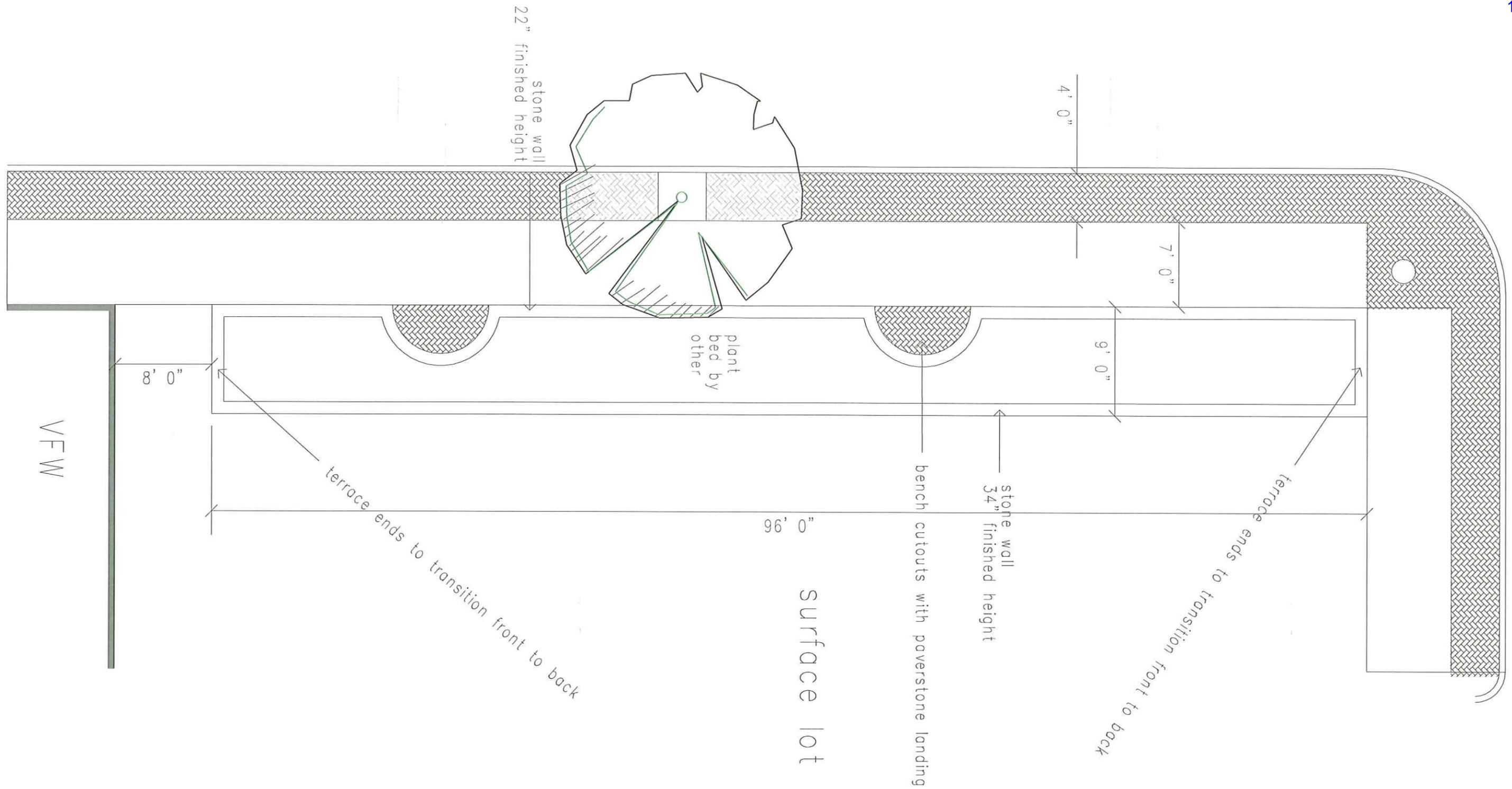
All New Toro Commercial Equipment is Sold with a 2 Year Manufactures Warranty.

Quote valid for 30 days / Set-Up & Delivery at No Charge / Parts & Operator Safety Manuals Included

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us at 800-492-9972.

Sincerely,

Wayne Heintz & Matt Arntzen, Sales Representatives



Revision #: 1

Date: 5/13/2013

Scale:

1/8" = 1'

Landscape Plan: stone planter

East Grand Forks VFW

Landscape Design by: Travis Nelson

Opp Construction



LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**LAW ENFORCEMENT LABOR SERVICES, INC.,
LOCAL NO. 152
(POLICE DEPARTMENT EMPLOYEES)**

JANUARY 1, 2013

through

DECEMBER 31, 2013

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ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is made and entered into between the City of East Grand Forks, Minnesota, and the Law Enforcement Labor Services, Inc. Pursuant to Minnesota Statutes, the intent and purpose of this AGREEMENT is as follows:

- Section 1.1 To establish and memorialize the parties' AGREEMENT concerning wages and other terms and conditions of employment for the duration of such AGREEMENT; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 CALENDAR DAYS: Calendar days, excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.2 DEPARTMENT: The Police Department of the EMPLOYER.
- Section 2.3 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.4 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.5 EMPLOYEE: A member of the bargaining unit.
- Section 2.6 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, and the children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.7 UNION: Law Enforcement Labor Services, Inc.
- Section 2.8 UNION REPRESENTATIVE: EMPLOYEES of the UNION.
- Section 2.9 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.10 WORKING HOURS(S): The hours in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all EMPLOYEES included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER.

ARTICLE 4: EMPLOYER AUTHORITY

- Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees; to lay off employees; to assign duties, tasks, jobs, and overtime to employees; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- Section 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- Section 4.3 Subcontracting. The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting employee work should such subject arise during the term of this agreement.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

Each EMPLOYEE will have the right to request and be allowed dues check off for the UNION. Upon receipt of a properly executed authorization card from an EMPLOYEE, the EMPLOYER will deduct from the EMPLOYEE'S paycheck the monthly dues that the EMPLOYEE has agreed to pay the UNION. All such sums so deducted from the EMPLOYEE'S paycheck shall be remitted to the UNION. The UNION shall furnish the EMPLOYER with a list of those EMPLOYEES who are certified members of said UNION.

Section 5.2 Payroll Savings.

EMPLOYER agrees to deduct an amount pre-arranged by the EMPLOYEE for the EMPLOYEE'S savings. The amount to be deducted for the EMPLOYEE'S savings will be remitted to any bank so deemed by the EMPLOYEE.

Section 5.3 Facilities.

The EMPLOYER shall make available to the UNION REPRESENTATIVE mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.

Section 5.4 Bulletin Board.

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political in nature, nor detrimental to the EMPLOYER.

Section 5.5 Indemnification.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 5.1 if the UNION is at fault.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

Section 6.2 Union Representatives.

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such grievance representatives and of their successors when so designated.

Section 6.3 Processing of a Grievances.

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided

the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.4 Procedure.

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE or claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) CALENDAR DAYS after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) CALENDAR DAYS after receipt. The UNION may present and discuss a grievance at Step 1 if five (5) or more EMPLOYEES are affected by it and the UNION presents and discuss the grievance on behalf of such EMPLOYEES. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) CALENDAR DAYS after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) CALENDAR DAYS after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) CALENDAR DAYS after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 or Step 5 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 or Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to the Minnesota Bureau of Mediation Services for mediation if mutually agreed upon in writing, including email, by the UNION and the EMPLOYER. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) CALENDAR DAYS following mediation. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 5. A grievance unresolved in Step 3 and/or Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules established by the Minnesota Bureau of Mediation Services.

Section 6.5 Arbitrator's Authority.

Subsection 6.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

Subsection 6.5.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) DAYS following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

Subsection 6.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6.6 Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any

agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

Section 6.7 Choice of Remedy.

If a grievance remains unresolved after Step 4 of Section 6.4 and the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Section 6.4 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 5 of Section 6.4, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the State of Minnesota and the United States of America. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave.

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS off with pay in the event of a death in the EMPLOYEE'S immediate family. Additional WORKING DAYS for funeral leave may be granted at the discretion of the Chief of Police for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation leave.

Section 8.2 Jury Duty.

All EMPLOYEES will receive an automatic leave of absence when called for jury duty. EMPLOYEES will be paid by the EMPLOYER the difference of their hourly wage equivalent per Schedule A and the amount received as juror (less any amount received for mileage or expense allowance)

Section 8.3 Other Leave.

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the

Chief of Police. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the Chief of Police within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leave of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Council and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) WORKING DAYS.

Section 8.4 Parenting Leave.

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

ARTICLE 9: DISCIPLINE

Section 9.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

Section 9.2 Suspensions, demotions and discharges will be in written form.

Section 9.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be provided to and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of such reprimands and/or notices. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 9.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

Section 9.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative of the EMPLOYEE'S choice present at such questioning.

Section 9.6 Grievances relating to this ARTICLE may be initiated by the UNION at Step 2 of the grievance procedure under ARTICLE 6 of this AGREEMENT.

Section 9.7 During their probationary period, employees may be discharged at any time without cause, except for employees promoted to a classification or position. Such discharge can not be grieved through Article 5 of this agreement. Employees promoted to a classification or position may be demoted at any time without case to the classification or position from which they were promoted during their probationary period. Such demotion can not be grieved through Article 5 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

Subsection 10.1.1 Non Dependent (single) Coverage: Effective January 1, 2013, the EMPLOYER shall contribute up to \$472.57 of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a single coverage HSA-eligible health insurance plan, the Employer shall contribute \$327.16 in twenty-four (24) equal bi-monthly installments into the single HSA account, ending December 31, 2013.

Subsection 10.1.2 Dependent (family) Coverage: Effective January 1, 2013, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family HSA-eligible health insurance plan, the Employer shall contribute \$748.97 in twenty-four (24) equal monthly installments into the family HSA account, ending December 31, 2013.

Subsection 10.1.3 Insurance Carrier: The selection of the insurance carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above shall be borne by the EMPLOYEE and made by payroll deduction.

Subsection 10.1.4 Scope of EMPLOYER Responsibility: The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE'S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of

this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Section 10.2 Life Insurance.

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$20,000 for the EMPLOYEE.

Section 10.3 Disability Insurance.

The EMPLOYER will provide disability insurance equal to the policy provided for the East Grand Forks Fire Department and contribute an annual dollar amount toward the premium of that insurance which is equal to the dollar amount being provided for the Fire Department. This policy will in no way affect or be affected by the EMPLOYEE'S sick leave or Worker's Compensation benefits as set in Article 13.

Section 10.4 False Arrest Insurance.

The EMPLOYER agrees to contribute the full premium of false arrest insurance.

ARTICLE 11: HOLIDAYS

Section 11.1 Patrol Officers and Sergeants are to earn vacation time in lieu of thirteen (13) holidays per year. The thirteen (13) holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Three (3) Floating Holidays
Fourth of July	

Martin Luther King Day, which shall be treated as a floating holiday, and the three floating holidays must be taken at a time approved by the Chief of Police.

These holidays are recognized as paid holidays for secretary-dispatchers.

Section 11.2 Patrol officers and sergeants who work on any of the ten (10) named holidays shall be paid at one and one-half (1 ½) times their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday. Patrol officers and sergeants who work on Christmas Day shall be paid at twice their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday.

A secretary-dispatcher who works a named holiday with the approval of the Chief of Police will not receive the premium pay in this section for hours worked. A secretary-dispatcher who works on a named holiday with the approval of the Chief of Police will earn one hour of vacation time for each hour worked.

ARTICLE 12: VACATION

Section 12.1 All full time EMPLOYEES hired before January 1, 2010 shall be eligible for an annual paid vacation, at their hourly wage equivalent per Schedule A of this AGREEMENT, pursuant to the following schedule:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours

Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours

Vacation accumulations will be charged for actual hours used.

Section 12.2 Any EMPLOYEE whose employment with the EMPLOYER exceeds twelve (12) months of service with the EMPLOYER and whose employment ends shall be paid for all unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designating the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 13: SICK LEAVE

Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S hourly wage equivalent per Schedule A of this AGREEMENT.

Section 13.2 Working days only shall be counted when computing sick leave.

Section 13.3 Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 13.4 When an EMPLOYEE is eligible for workers' compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is

- completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.
- Section 13.5 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time.
- Section 13.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required. This time shall be charged against the EMPLOYEE'S sick leave account.
- Section 13.7 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 13.8 Upon resignation, retirement, death or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon resignation, retirement, death or disability of an EMPLOYEE hired on or after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.
- Section 13.9 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick leave hours compensation at the EMPLOYEE'S hourly wage then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back sick leave hours under this section prior to December 1 of that year.

ARTICLE 14: WORK WEEK

Section 14.1 The normal work day for full time patrol personnel shall be 8 to 12 hours. The normal work year for full-time EMPLOYEES shall be two thousand and eighty (2080) hours to be accounted for by each EMPLOYEE through:

- a. hours worked on assigned shifts;
- b. holidays;
- c. assigned training; and
- d. authorized leave time.

Section 14.2 Nothing listed in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

Section 14.3 New schedules will be posted 30 days in advance, except for an emergency.

ARTICLE 15. OTHER PAY

Section 15.1 Extension of Shift.

Time worked in excess of an EMPLOYEE'S WORKING HOURS shall be compensated at the rate of one and one half (1 ½) times the employee's hourly wage equivalent per Schedule A. Upon mutual agreement of the Chief of Police and the affected employees, the EMPLOYEE(s) will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence. An EMPLOYEE may not earn within any calendar year nor accumulate at any time more than eighty-eight (88) hours of compensatory time. All accumulated compensatory time in excess of forty-eight (48) hours will be cashed out in the payroll for the payroll period that includes December 1.

Section 15.2 Call Back.

If a Patrol Officer or Sergeant works on behalf of the DEPARTMENT in response to a call back after being relieved from duty and outside of their scheduled shift for any matter, including, but not limited to, court appearances or police affiliated matters, such work will be considered overtime hours and will be compensated as such for at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A with a minimum of four (4) hours of pay at this rate. Shift extensions of 60 minutes (one hour) or less prior to or subsequent to a scheduled shift shall not be considered a call back subject to the four (4)-hour minimum.

Section 15.3 Court Cancellation Pay.

If a Patrol Officer or Sergeant is required to appear in court for police affiliated matters, the appearance is canceled, and the first attempt to notify the Police Officer or Sergeant of such cancellation is made after 5:00 p.m. on the calendar day prior to the court date, the Patrol Officer

or Sergeant will be compensated at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A for three (3) hours of pay at this rate.

Section 15.4 No Pyramiding.

For the purpose of computing compensation in this Article or Section 11.2, hours worked eligible for compensation in this Article, Section 11.2 or at a rate greater than the employee's hourly wage equivalent per Schedule A as required by law shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 16: UNIFORM EXPENSES AND ALLOWANCE

Section 16.1 Expenses.

EMPLOYER will pay all reasonable and necessary expense in connection with the clothing uniforms for members of the DEPARTMENT, including Secretary-Dispatchers. This section does not apply to clothing suitable for everyday wear.

Section 16.2 Allowance.

One hundred dollars (\$100.00) annually will be available to each EMPLOYEE for footwear needs. Employees may carryover any unused footwear needs allowance from a calendar year into subsequent calendar years, but an employee may not accumulate more than twice the cap for the calendar year.

ARTICLE 17: TRAINING AND TRAINING PAY

Section 17.1 The EMPLOYER will make available such training as is required for EMPLOYEES to maintain licenses or certifications, or as is required by the EMPLOYER or the State of Minnesota. Costs incurred in attending this training will be paid by the EMPLOYER.

Section 17.2 The time an EMPLOYEE spends attending training specified in Section 17.1 of this AGREEMENT shall be considered WORKING HOURS for the purpose of computing wages and other benefits provided by this AGREEMENT.

Section 17.3 The EMPLOYER will reimburse officers for their POST license fee upon presentation of a receipt or other evidence that their license fee has been paid.

ARTICLE 18: WAIVER

Section 18.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

Section 18.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term and condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 19: DURATION

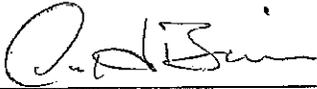
This AGREEMENT will be in effect as of January 1, 2013, and will remain in full force until December 31, 2013, and will continue from year to year thereafter unless either party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 200_____

City of East Grand Forks

**Law Enforcement Labor Services, Inc.,
Local No. 152**

By: _____
Mayor

By:  _____
Business Agent

Dated: _____

Dated: 5-15-13 _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

EMPLOYEES shall be compensated according to the following schedule. Commencing January 1, 2013, any EMPLOYEE not at or above the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. For the period of January 1, 2013 through December 31, 2013, EMPLOYEES will receive a minimum 1 percent salary increase on the EMPLOYEES' anniversary date if they do not receive a step increase of at least one percent if the EMPLOYEE receives an annual review of at least "Meets Expectations" in the prior annual rating period. The annual rating is subject to the grievance procedure. The anniversary date for all employees hired before January 1, 2010 shall be July 1 if they have been employed and/or on an approved paid leave consecutively in the same position they had on December 31, 2009 or demoted. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position. The length of service of Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City. Employees who are promoted to Sergeant and begin employment as Sergeant immediately after acting in the capacity of Investigator for at least one consecutive calendar year shall be placed on the Grade and Step that is one Step above the Grade and Step upon which their final wage during their Investigator assignment was based.

LELS Local No. 152 Compensation Plan

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	19,285.00	19,792.50	20,300.00	21,315.00	22,330.00	23,345.00	24,360.00	25,375.00
2	20,538.53	21,079.01	21,619.50	22,700.48	23,781.45	24,862.43	25,943.40	27,024.38
3	21,873.53	22,449.15	23,024.77	24,176.01	25,327.24	26,478.48	27,629.72	28,780.96
4	23,295.31	23,908.34	24,521.38	25,747.45	26,973.52	28,199.58	29,425.65	30,651.72
5	24,809.50	25,462.39	26,115.27	27,421.03	28,726.79	30,032.56	31,338.32	32,644.08
6	26,422.12	27,117.44	27,812.76	29,203.40	30,594.04	31,984.67	33,375.31	34,765.95
7	28,139.56	28,880.07	29,620.59	31,101.62	32,582.65	34,063.68	35,544.71	37,025.74
8	29,968.63	30,757.28	31,545.93	33,123.22	34,700.52	36,277.82	37,855.11	39,432.41
9	31,916.59	32,756.50	33,596.41	35,276.23	36,956.05	38,635.87	40,315.69	41,995.52
10	33,991.17	34,885.67	35,780.18	37,569.19	39,358.20	41,147.21	42,936.21	44,725.22
11	36,200.60	37,153.24	38,105.89	40,011.19	41,916.48	43,821.77	45,727.07	47,632.36
12	38,553.63	39,568.20	40,582.77	42,611.91	44,641.05	46,670.19	48,699.33	50,728.47
13	41,059.62	42,140.14	43,220.65	45,381.69	47,542.72	49,703.75	51,864.78	54,025.82
14	43,728.50	44,879.25	46,030.00	48,331.50	50,633.00	52,934.50	55,236.00	57,537.50
15	46,570.85	47,796.40	49,021.95	51,473.04	53,924.14	56,375.24	58,826.34	61,277.43
16	49,597.95	50,903.16	52,208.37	54,818.79	57,429.21	60,039.63	62,650.05	65,260.47
17	52,821.82	54,211.87	55,601.92	58,382.01	61,162.11	63,942.20	66,722.30	69,502.40
18	56,255.24	57,735.64	59,216.04	62,176.84	65,137.65	68,098.45	71,059.25	74,020.05
19	59,911.83	61,488.46	63,065.08	66,218.34	69,371.59	72,524.85	75,678.10	78,831.35
20	63,806.10	65,485.21	67,164.31	70,522.53	73,880.75	77,238.96	80,597.18	83,955.39
21	67,953.50	69,741.74	71,529.99	75,106.49	78,682.99	82,259.49	85,835.99	89,412.49
22	72,370.47	74,274.96	76,179.44	79,988.42	83,797.39	87,606.36	91,415.33	95,224.31
23	77,074.55	79,102.83	81,131.11	85,187.66	89,244.22	93,300.77	97,357.33	101,413.89
24	82,084.40	84,244.51	86,404.63	90,724.86	95,045.09	99,365.32	103,685.56	108,005.79
25	87,419.88	89,720.41	92,020.93	96,621.98	101,223.02	105,824.07	110,425.12	115,026.16

Job Classification	Pay Grade
Secretary-Dispatcher	9
Patrol Officer	14
Patrol Sergeant	17
Detective Sergeant	17
Police Lieutenant	18

Investigator

Any EMPLOYEE who is a Patrol Officer and acts in the capacity of an Investigator or Plain-clothes Officer will receive a Sergeant's grade pay (Grade 17) at the step that is at least 4.0 percent above the Patrol Officer's current pay while acting in such capacity, subject to the length of service provision. Any time such EMPLOYEE no longer acts in such capacity, such EMPLOYEE reverts to his/her Patrol Status.

Night Differential

Night time differential for work of EMPLOYEES will be \$7.00 per shift.

Work out of Class Compensation

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a sergeant when the regularly-assigned shift sergeant is absent, shall receive Sergeant's grade pay (Grade 17) at the step that is at least 4.0 percent above the Patrol Officer's current pay while the sergeant is absent. If at any time the patrol officer is no longer acting in place of the Sergeant, his or her status and pay shall revert to that of a Patrol Officer.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EAST GRAND FORKS AND
LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 152**

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

Recitals

WHEREAS, Union is the exclusive representative for certain employees employed by City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, City and Union are parties to a collective bargaining agreement (hereinafter "CBA");

WHEREAS, Bargaining Unit employees attempted to initiate and Union attempted to pursue a grievance on behalf of Bargaining Unit employees related to the earning and usage of vacation time in lieu of holidays before February 5, 2013 (hereinafter "Grievance"); and

WHEREAS, the parties desire to establish certain Bargaining Unit employees' work cycles and overtime compensation in a work period for a specific time and to resolve the Grievance.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the parties agree as follows:

Article 1. Work Cycles

The City will establish work cycles for Bargaining Unit employees in the position[s] of Patrol Officer and Patrol Sergeant that will consist of 12-hour shifts in a cycle of 4 days on and 4 days off.

Article 2. Overtime in Work Period

For employees specified in Article 1 of this MOU, hours accounted for through hours worked on assigned shifts, holidays and assigned training in excess of 160 hours in a 28-day work period designated by the City shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly wage equivalent per Schedule A of the CBA. Upon mutual agreement of the Chief of Police and the affected employees, the employee will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence.

Article 3. Union Withdrawal, Waiver and Release

Section 3.1. The Grievance is withdrawn with prejudice.

Section 3.2. Union knowingly and voluntarily waives its right to pursue and releases City from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that it has asserted or may assert, relating to the Grievance, that occurred before the effective date of this MOA.

Article 4. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. 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. This MOU supersedes all prior negotiations, oral and written agreements, MOUs and understandings and practices with respect thereto.

Article 5. Waiver of Bargaining

While this MOU is in full force and effect, City and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this MOU.

Article 6. No Precedent or Acknowledgment

This MOU is solely for the purposes of establishing work cycles and overtime in a work period for the duration of this MOU. The terms of this MOU do not have any precedential value beyond this MOU unless otherwise specified in this MOU. This MOU and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) City was or will be required to meet and negotiate with Union over any item related to this matter; or (2) City waives, relinquishes or restricts any rights it can exercise unilaterally without meeting and negotiating with Union. City does not waive and expressly reserves its right to exercise any rights it can exercise unilaterally without meeting and negotiating with Union, including, but not limited to, work cycles, subject to the conditions specified in this MOU.

Article 7. Governing Law and Severability

Section 7.1. This MOU is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this MOU.

Section 7.2. If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this MOU shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Article 8. Amendment, Modification, or Termination

This MOU or any of its terms may only be amended, modified or terminated by a written instrument that: (1) expressly states it is amending, modifying or terminating the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 9. Binding Effect and No Assignment

This MOU is binding upon, and inures, to the benefit of the successors, executors, heirs and legal representatives of the parties hereto. This MOU is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

Article 10. Counterparts

This MOU may be executed in counterparts. Facsimile, photocopied or electronic signatures documents shall be considered as valid as of the date thereof, although the original signature pages shall thereafter be appended to this MOU.

Article 11. Headings

The headings of the paragraphs of this MOU are not binding and are for reference only and do not limit, expand or otherwise affect the contents of this MOU

Article 12. Execution and Effective Date

This MOU is executed on the latest date affixed to the signatures on the next page. This MOU is effective May 1, 2013.

Article 13. Expiration Date

This MOU expires on May 1, 2015. If the MOU is terminated as described in Article 8 or expires as described in this Article, the MOU will no longer be in force or effect and components of items addressed in and related to Article 1 of this Agreement; including, but not limited to, negotiability of such, practices and other aids in contract interpretation; will revert back to the status quo as of the calendar day immediately preceding the effective date of this MOU and treated as if this MOU were never negotiated nor entered into. Minn. Stat. § 179A.20, subd. 6 does not apply to this MOU.

City of East Grand Forks

Law Enforcement Labor Services, Inc.,
Local No. 152

Mayor



Business Agent

Dated: _____

Dated: 5-15-13

City Administrator/Clerk-Treasurer

Union Steward

Dated: _____

Dated: _____

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**AFSCME COUNCIL 65,
NASHWAUK, MINNESOTA
(SUPERVISORY EMPLOYEES)**

JANUARY 1, 2013

through

DECEMBER 31, 2013

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as Employer and Local Union No. 3452, AFSCME Council 65, AFL-CIO, hereinafter referred to as Union. The intent and purpose of this Agreement is as follows:

1. To establish the terms and conditions of employment for the duration of this agreement;
2. To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement;
3. To specify the full and complete understanding of the parties; and
4. To place in written form the parties' agreement upon the terms and conditions of employment for duration of this agreement.

ARTICLE 2: CERTIFICATION AND RECOGNITION

The Employer recognizes the Union as the exclusive representative for all supervisory employees of the City of East Grand Forks, Minnesota in the job classifications of:

Building Official/Director of Flood Recovery
Fire Chief
Library Director
Superintendent of Parks & Recreation
Police Chief
Public Works Director

who are public employees within the meaning of Minnesota Statutes, Sec. 179A.03, Subd. 14, excluding Public Utilities employees, City Administrator, and all other non-supervisory employees.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the Employee's paycheck shall be remitted monthly to the Union with a list of names from whom such deductions were made. The Union shall, furnish the Employer with a list of those employees who are certified as members of said Union. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card to the City Administrator. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions shall be forwarded to the Council 65 Office in Nashwauk, Minnesota. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union Dues.

Section 4.2 Steward and Representative

The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and any changes in such choices.

Section 4.3 Facilities

The Employer shall make available to the Union, upon request, facilities at reasonable times for the purposes of bargaining and processing grievances on behalf of union Members so long as (1) they receive approval from the City Administrator; and (2) they do not interfere with the job duties and responsibilities of an employee nor the normal operations of the Employer.

Section 4.4 Bulletin Board

The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.

Section 4.5 Indemnification

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

The words in this article have the meanings given them as follows.

- Subsection 5.1 Bureau. The Minnesota Bureau of Mediation Services.
- Subsection 5.2 Days. Calendar days.
- Subsection 5.3 Employee. Any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.
- Subsection 5.4 Grievance. A dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subd. 1.
- Subsection 5.5 Party. Either the exclusive representative and its authorized agent or the Employer and its authorized representative.
- Subsection 5.6 Service. Personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by postmark or dated receipt, or upon personal delivery.

Section 5.2 Computation of Time

In computing any period of time prescribed, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday recognized in Section 11.1 of this agreement.

Section 5.3 Grievance Procedure

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

- Step 1. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall present the grievance to the City Administrator in writing within 21 days after the event or act giving rise to the grievance. The City Administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive

representative within 10 days after the grievance is presented.

Step 2. If the grievance is not resolved under Step 1, the parties may mutually agree in writing to request the services of the Bureau to conduct a grievance mediation session in an attempt to resolve the grievance. The request for mediation must be made within ten days of the City Administrator's response in Step 1. If the parties do not mutually agree to participate in a grievance mediation within the time period specified herein or the grievance is not resolved in a mediation, if the parties mutually agreed to participate in mediation, the grievance may proceed directly to grievance arbitration.

Step 3 Arbitration

Referral to Arbitration. If the parties do not mutually agree to participate in a grievance mediation within the time period specified in Step 2 or the grievance is not resolved in a mediation, whichever is applicable, the exclusive representative may serve written notice on the Employer of its intent to refer the case to arbitration within ten days of the applicable mediation scenario specified herein.

Selection of Arbitrator. Within ten days of the service of written notice of intent to arbitrate, the City Administrator or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall thereafter alternately strike names from a list of seven names to be provided by the Bureau until only one name remains. The remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The

arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Arbitration Expenses. The Employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and Briefs. Because arbitration is intended to provide simple, speedy alternative litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5.4 Processing of Grievances

Subsection 5.4.1 Release Time. To the fullest extent feasible, the processing of grievances shall be conducted during normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings, whenever such release is consistent with the ability of the Employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subsection 5.4.2 Waiver of Steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established.

Subsection 5.4.3 Time Limits. If the dispute is not presented by the employee within the time limits indicated above, it shall be considered waived. If a dispute is not appealed to the next step within the

time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a written complaint, or an appeal thereof, within the specified time limits, the employee may elect to treat the complaint as denied at that step and may appeal the complaint to the next step.

Subsection 5.4.4 Location of Mediation and Arbitration. It is desirable that mediation and arbitration hearings be held within the City of East Grand Forks.

Section 5.5 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 5.3 and the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 5.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 5.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 6: SAVINGS CLAUSE

This Agreement is subject to the laws, ordinances regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. Additional days for funeral leave may be granted at the discretion of the Employer for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation time.

Section 7.2 Jury Duty

All employees will receive an automatic leave of absence when called for jury duty. Employees

will be paid by the Employer the difference of their regular compensation and the amount received as a juror (less any amount received for mileage or expense allowance).

Section 7.3 Other Leave

An employee may request a leave of absence without pay for a period of not more than one year. All requests in excess of four working days shall be in writing and directed to the City Administrator. When the request is for more than five (5) working days, the request shall be answered by the City Administrator within two (2) working days. Requests for leaves of absence of more than five (5) days shall be answered within fifteen (15) working days. Requests for leave of absence of more than fifteen (15) working days shall cause the employees date for seniority privileges, if any, to be advanced by the number of days in excess of fifteen working days.

Section 7.4 Parenting Leave

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

Section 7.5 Union Business

Members of the Union selected to participate in Union functions shall be granted a leave of absence without pay for a reasonable time upon request of the Union. Such leave shall not exceed five working days during the calendar year and no more than two (2) Union employees shall be granted this leave during the calendar year.

ARTICLE 8: DISCIPLINE

Section 8.1 Just Cause

The Employer will discipline an employee only for just cause. Discipline will be one or more of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section 8.2 Notification to Union

The employee and the Union will be notified in writing that the employee has been disciplined.

Section 8.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such

discharge can not be grieved through Article 5 of this agreement.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

- Subsection 9.1.1 Single Coverage. Effective January 1, 2013, the Employer shall pay \$472.57 of the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. For employees enrolled in a single coverage HSA-eligible health insurance plan, the Employer shall contribute \$327.16 in twenty-four (24) equal bi-monthly installments into the single HSA account, ending December 31, 2013.
- Subsection 9.1.2 Dependent (Family Coverage). Effective January 1, 2013, the Employer shall pay \$1,081.85 of the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. For employees enrolled in a family HSA-eligible health insurance plan, the Employer shall contribute \$748.97 in twenty-four (24) equal monthly installments into the family HSA account, ending December 31, 2013.
- Subsection 9.1.3 Scope of Employer Responsibility: The Employer's responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Employer has failed to pay required contributions to the insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

The Employer shall purchase at its expense a term life insurance policy in the amount of \$50,000 for the employee.

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

- Subsection 9.3.1 Purpose of this Section: To establish the basis for the AFSCME Council 65 Local No. 3452 (Union) and the Employer to provide for the participation of employees covered by the Labor Agreement between the Union and the Employer in the State of Minnesota, Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).
- Subsection 9.3.2 Duration : Eligibility for participation by employees in the HCSP will begin effective January 1, 2007 and continue unless specifically terminated by the parties.
- Subsection 9.3.3 Administration: The Employer will handle the administrative responsibilities of remitting and accounting for the employees contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.
- Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for individual employees by majority vote of Local No. 3452. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union Unit. Beginning in 2008, all retiring employees with more than thirty years service shall direct 0% of their eligible severance pay to MSRS Health Care Savings Plan. All other eligible employees will direct 100% of their severance package to the MSRS Health Care Savings Plan.
- Beginning in 2008, all eligible employees will contribute the dollar equivalent of 3% of the unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.
- Subsection 9.3.5 Investment Options: Individual employees may select their individual investment options from the list of options made available to individual employees by the MSRS.

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday*	Christmas Eve*
Memorial Day	Christmas Day
Independence Day	New Year's Eve*
Labor Day	Two (2) Floating Holidays

*These holidays begin after the employee has worked one-half of his/her normal workday.

The floating holiday is to be taken at the employee's choice with City Administrator's approval. The employee shall receive one (1) day of pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday. All employees shall receive the same number of holidays.

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

If an employee is required to work by the City Administrator or City Council on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their base hourly rate of pay.

ARTICLE 11: VACATIONS

Section 11.1 All full time employees hired before January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours

8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years	200 hours
20 years	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours

Section 11.2 For payroll purposes, time off for vacation will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service with unlimited accumulation of hours. For payroll purposes, time off for sick leave will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.

Section 12.2 Only working days shall be counted when computing sick leave. Sick leave shall

be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. For absences longer than three (3) days, a written report by a doctor may be requested by the Employer confirming illness, injury or treatment.

- Section 12.3 When an employee is eligible for worker's compensation payments and they are unable to work due to the personal injury qualifying them for such payment, the Employer will pay the complete salary to the employee and the same shall be charged to the employee's sick leave until worker's compensation takes over. Thereafter, the employee may supplement the compensation payments with a portion of the employee's sick leave so that the combination of the two will equal the employee's weekly wage as defined in the workers' compensation law, unless an Attorney General's opinion or a court of competent jurisdiction determines that such action by the Employer is contrary to law. In the event an employee's sick leave is completely exhausted, the employee will then receive worker's compensation payments only.
- Section 12.4 Sick leave may also be used in the case of illness in the immediate family requiring the employee's attendance, and will be for the actual time required, but not to exceed three (3) working days. This time shall be charged against the employee's sick leave account.
- Section 12.5 Employees using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.6 Upon resignation, retirement, death or disability of an employee, an employee hired before January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) hours, and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours of unused sick leave then accumulated and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2010 shall be paid for 50% of the employee's unused sick leave then accumulated, the pay therefore shall be at the employee's normal rate of compensation then being received.
- Section 12.7 Upon the death of an employee, the person designated to receive the payments referenced in Section 12.6 as a result of such death shall be the person authorized in writing by the employee as the beneficiary of such payments. If no such written authorization is received from the employee, the payments shall be paid to the personal representative of the employee's estate in accordance with applicable law.

Section 12.8 At the employees' option, employees hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave will go to the employee's sick leave accumulated during that year. Employees hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. Employees must indicate their intention to sell back the days prior to December 1 of that year.

ARTICLE 13: HOURS OF WORK

Section 13.1 The normal workweek shall be Monday through Friday. The normal workday shall be eight (8) hours per day.

Section 13.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

ARTICLE 14: SALARY SCHEDULE

Employees shall be compensated in accordance with the compensation schedule attached to this Agreement and entitled Schedule A. The attached schedule is incorporated by reference and shall be considered part of this Agreement. Commencing January 1, 2013, any employee not at or above the maximum step in the employee's pay grade will receive a one-step increase of at least four-percent on the employee's anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period.

If an employee does not receive a review of "Meets Expectations" or higher on the annual review, the employee will be placed on probation subject to grievance procedures outlined in Article 5 of this agreement. The employee will then be placed on probation for no longer than six months, at which time the employee will receive a probationary review. The employee will receive a pro-rated annual step increase after the probation review if the employee receives a probationary review of at least "Meets Expectations."

New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

ARTICLE 15: MILEAGE REIMBURSEMENT

If an employee needs to travel for official City business outside of the City, then such employee must make reasonable efforts to find out whether a City vehicle is available for such travel. If a City vehicle is available for such travel, then the employee must use such vehicle. If a City vehicle is not available for such travel, then the employee may use his personal vehicle to travel. If the employee uses his personal vehicle for such travel, then the employee shall be reimbursed for business miles at the standard mileage rate issued by the Internal Revenue Service if he or she provides the information to the City Administrator required by him or her.

ARTICLE 16: WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 17: TERMINATION AND MODIFICATION

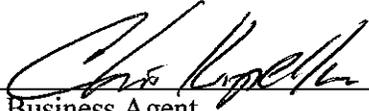
This Agreement shall remain in full force and effect for a period commencing on January 1, 2013, and remaining in effect through December 31, 2013, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

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

City of East Grand Forks

**American Federation of State, County,
and Municipal Employees, Council 65**

By: _____
Mayor

By:  _____
Business Agent

Dated: _____

Dated: 5/14/13 _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

AFSCME Council 65 Compensation Plan

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	19,285.00	19,792.50	20,300.00	21,315.00	22,330.00	23,345.00	24,360.00	25,375.00
2	20,538.53	21,079.01	21,619.50	22,700.48	23,781.45	24,862.43	25,943.40	27,024.38
3	21,873.53	22,449.15	23,024.77	24,176.01	25,327.24	26,478.48	27,629.72	28,780.96
4	23,295.31	23,908.34	24,521.38	25,747.45	26,973.52	28,199.58	29,425.65	30,651.72
5	24,809.50	25,462.39	26,115.27	27,421.03	28,726.79	30,032.56	31,338.32	32,644.08
6	26,422.12	27,117.44	27,812.76	29,203.40	30,594.04	31,984.67	33,375.31	34,765.95
7	28,139.56	28,880.07	29,620.59	31,101.62	32,582.65	34,063.68	35,544.71	37,025.74
8	29,968.63	30,757.28	31,545.93	33,123.22	34,700.52	36,277.82	37,855.11	39,432.41
9	31,916.59	32,756.50	33,596.41	35,276.23	36,956.05	38,635.87	40,315.69	41,995.52
10	33,991.17	34,885.67	35,780.18	37,569.19	39,358.20	41,147.21	42,936.21	44,725.22
11	36,200.60	37,153.24	38,105.89	40,011.19	41,916.48	43,821.77	45,727.07	47,632.36
12	38,553.63	39,568.20	40,582.77	42,611.91	44,641.05	46,670.19	48,699.33	50,728.47
13	41,059.62	42,140.14	43,220.65	45,381.69	47,542.72	49,703.75	51,864.78	54,025.82
14	43,728.50	44,879.25	46,030.00	48,331.50	50,633.00	52,934.50	55,236.00	57,537.50
15	46,570.85	47,796.40	49,021.95	51,473.04	53,924.14	56,375.24	58,826.34	61,277.43
16	49,597.95	50,903.16	52,208.37	54,818.79	57,429.21	60,039.63	62,650.05	65,260.47
17	52,821.82	54,211.87	55,601.92	58,382.01	61,162.11	63,942.20	66,722.30	69,502.40
18	56,255.24	57,735.64	59,216.04	62,176.84	65,137.65	68,098.45	71,059.25	74,020.05
19	59,911.83	61,488.46	63,065.08	66,218.34	69,371.59	72,524.85	75,678.10	78,831.35
20	63,806.10	65,485.21	67,164.31	70,522.53	73,880.75	77,238.96	80,597.18	83,955.39
21	67,953.50	69,741.74	71,529.99	75,106.49	78,682.99	82,259.49	85,835.99	89,412.49
22	72,370.47	74,274.96	76,179.44	79,988.42	83,797.39	87,606.36	91,415.33	95,224.31
23	77,074.55	79,102.83	81,131.11	85,187.66	89,244.22	93,300.77	97,357.33	101,413.89
24	82,084.40	84,244.51	86,404.63	90,724.86	95,045.09	99,365.32	103,685.56	108,005.79
25	87,419.88	89,720.41	92,020.93	96,621.98	101,223.02	105,824.07	110,425.12	115,026.16

Job Classification	Pay Grade
Library Director	20
Police Chief	22
Parks and Recreation Superintendent	20
Fire Chief	21
Public Works Director	22

- The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.
- A professional Job Description review will be initiated within three (3) months of the employee submitting Position Analysis Questionnaire (PAQ). No more than one (1) review per contract may be requested by the employee.
- For 2013 only, any employee at or above the maximum step in the employee's pay grade will receive an increase of 1 percent of the employee's base wage on the employee's anniversary date.

RESOLUTION NO. 13 – 05 – 51

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

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 15807 for a total of \$894.47.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$894.47 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on May 21, 2013.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: May 21, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 21st of May, 2013.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 15807 for a total of \$894.47.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on May 21, 2013.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only



City of East Grand Forks

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

User: lkatka
 Printed: 5/16/2013 - 11:54 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
15758	05/21/2013	ACM001	Acme Electric Companies	2,848.11	0
15759	05/21/2013	ALB001	Albrecht Manufacturing	106.00	0
15760	05/21/2013	ALL002	All Pro Embroidery LLC	20.00	0
15761	05/21/2013	AME002	American Tire Service	862.24	0
15762	05/21/2013	AME005	Ameripride Linen & Apparel Services	365.11	0
15763	05/21/2013	ANY001	Anytime Plumbing	421.70	0
15764	05/21/2013	AQU001	Aqua Water Solutions	66.10	0
15765	05/21/2013	BAL001	Balco Uniforms Co Inc	1,641.42	0
15766	05/21/2013	BAR005	Barnes Distribution	809.43	0
15767	05/21/2013	BCA002	BCA CJTE	190.00	0
15768	05/21/2013	BOB001	Bobcat of Grand Forks	438.41	0
15769	05/21/2013	BOR001	Border States Electric Supply	108.32	0
15770	05/21/2013	BRA001	Brady Martz & Associates	8,977.00	0
15771	05/21/2013	BRI003	Brite-Way Window Cleaning	60.00	0
15772	05/21/2013	BUT001	Butler Machinery Co	704.64	0
15773	05/21/2013	C&R001	C&R Laundry & Cleaners	306.92	0
15774	05/21/2013	CAN001	Canon Financial Services	167.10	0
15775	05/21/2013	CAR002	Carquest Auto Parts	287.94	0
15776	05/21/2013	GFT003	Donald Scott Cash	2,897.80	0
15777	05/21/2013	CED001	Cedar Rapids Tire	144.00	0
15778	05/21/2013	CEN006	Century Link	1,022.81	0
15779	05/21/2013	CLE002	Clearwater Nursery	484.20	0
15780	05/21/2013	COL004	Cold Spring Granite Company	262.91	0
15781	05/21/2013	COL002	Cole Papers Inc	61.92	0
15782	05/21/2013	AIR003	Corval Constructors	7,011.91	0
15783	05/21/2013	COU006	Country Inn & Suites Elk River	97.26	0
15784	05/21/2013	CUT001	Cutting Edge Performance and Frands	69,000.00	0
15785	05/21/2013	DAK003	Dakota Student	7.00	0
15786	05/21/2013	DAK004	Dakota Supply Group	6,305.63	0
15787	05/21/2013	DAK006	Dakota TV & Appliance	1,057.27	0
15788	05/21/2013	DIA001	Richard Papenfuss Diamond Cleaning	687.34	0
15789	05/21/2013	DRU001	Drummer's Diesel Inc	185.40	0
15790	05/21/2013	ECO001	Economy Plumbing	573.04	0
15791	05/21/2013	EXP002	Exponent	221.00	0
15792	05/21/2013	FAR006	Fargo Tractor	169.39	0
15793	05/21/2013	FIL001	Filter Care	264.19	0
15794	05/21/2013	FLA001	Flaherty & Hood PA	1,013.58	0
15795	05/21/2013	G&K001	G&K Services	49.10	0
15796	05/21/2013	GAF002	Gaffaney's	132.94	0
15797	05/21/2013	GAL003	Galstad Jensen & McCann PA	11,444.35	0
15798	05/21/2013	GAR001	Garden Hut Inc	694.10	0
15799	05/21/2013	GER001	Gerrells Sport Center	57.62	0
15800	05/21/2013	GFC001	GF City Utility Billing	16,324.25	0
15801	05/21/2013	GFF001	GF Fire Equipment	1,343.21	0
15802	05/21/2013	GFH002	GF Herald	638.00	0
15803	05/21/2013	GGF001	GGF Convention & Visitors Bureau	1,237.96	0
15804	05/21/2013	GRA012	Grand Auto Leasing & Trailer Sales	40.25	0
15805	05/21/2013	H&H001	H&H Masonry	450.00	0
15806	05/21/2013	HAJ002	Rick Hajicek	142.50	0
15807	05/21/2013	HAR001	Hardware Hank	894.47	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
15808	05/21/2013	HAR008	Shaun Harris	80.00	0
15809	05/21/2013	HEA001	Heartland Paper	69.13	0
15810	05/21/2013	HEX001	Andrew & Cheryl Hexum	387.46	0
15811	05/21/2013	HOL014	Holiday Inn Hotel & Suites	670.50	0
15812	05/21/2013	HUG001	Hugo's	484.77	0
15813	05/21/2013	INS004	Instant Warehouse	1,494.21	0
15814	05/21/2013	JobsHQ	JobsHQ	196.00	0
15815	05/21/2013	K&K001	K&K Trucking Inc	1,875.00	0
15816	05/21/2013	KEI001	Keith's Security World	97.91	0
15817	05/21/2013	KEL001	Kellermeyer Building Service	1,603.13	0
15818	05/21/2013	LAK001	Laker Chemical	2,632.86	0
15819	05/21/2013	LIB001	Liberty Business Systems	7.53	0
15820	05/21/2013	LIT001	Lithia Payment Processing	18.34	0
15821	05/21/2013	LOC001	Locators & Supplies Inc	214.89	0
15822	05/21/2013	LUM001	Lumber Mart	7.48	0
15823	05/21/2013	LUN001	Luneth Plumbing & Heating	39.60	0
15824	05/21/2013	MAC002	MacQueen Equipment	355.43	0
15825	05/21/2013	MAR004	Marco	26.72	0
15826	05/21/2013	MEN001	Menards	773.00	0
15827	05/21/2013	MPO001	Metropolitan Planning Organization	4,542.98	0
15828	05/21/2013	MID003	Midcontinent Communications	1,422.12	0
15829	05/21/2013	MNP002	MN Pollution Control Agency	23.00	0
15830	05/21/2013	COM002	Morgan Printing	1,277.16	0
15831	05/21/2013	MUS003	Katie Musgrove	20.00	0
15832	05/21/2013	NEW001	Newman Signs	1,820.00	0
15833	05/21/2013	NOR005	Northern Safety Tech	1,700.46	0
15834	05/21/2013	NWM001	NW MN Household Hazardous Waste	530.78	0
15835	05/21/2013	ORE001	O'Reilly Auto Parts	899.96	0
15836	05/21/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	369.00	0
15837	05/21/2013	OLD001	Old Dominion Brush	1,711.97	0
15838	05/21/2013	ORC002	Roger Orchard	784.14	0
15839	05/21/2013	POL002	Polk County Auditor Treasurer	297.00	0
15840	05/21/2013	POW001	Power Equipment Shop	45.89	0
15841	05/21/2013	PRA003	Prairie Wind BG Inc	427.45	0
15842	05/21/2013	PRA001	Praxair Distribution	254.56	0
15843	05/21/2013	PRE001	Premium Waters Inc	102.24	0
15844	05/21/2013	PSD001	PS Door Services	1,969.42	0
15845	05/21/2013	QUI001	Quill Corp	129.26	0
15846	05/21/2013	RDO001	RDO Powerplan OIB	15,443.22	0
15847	05/21/2013	RWI001	Remier Welding Inc	8,492.00	0
15848	05/21/2013	REV001	Revolutions Power Sports	61.90	0
15849	05/21/2013	RMB001	RMB Environmental Lab Inc	33.00	0
15850	05/21/2013	RYD001	Rydell Chevrolet	131.60	0
15851	05/21/2013	SAF002	Safety Kleen Corp	856.66	0
15852	05/21/2013	SPA001	Spare Husband Inc	4,826.00	0
15853	05/21/2013	SPR002	Spray Advantage	4.16	0
15854	05/21/2013	STE001	Stennes Granite	475.00	0
15855	05/21/2013	STE009	Sterling Carpet One	97.50	0
15856	05/21/2013	SUN002	Sun Dot Communications	89.99	0
15857	05/21/2013	TNT001	TNT Outfitters	218.97	0
15858	05/21/2013	TRI001	Tristeel Manufacturing	203.42	0
15859	05/21/2013	USB004	US Bank Equipment Finance	138.67	0
15860	05/21/2013	VAL002	Valley Truck	701.82	0
15861	05/21/2013	VER001	Verizon Wireless	605.31	0
15862	05/21/2013	VIC001	Victory Corps	90.02	0
15863	05/21/2013	VIL001	Vilandre Heating & A/C	160.06	0
15864	05/21/2013	WAS001	Waste Mgmt	28,567.66	0
15865	05/21/2013	XER001	Xerox Corporation	59.66	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:

233,913.81