

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 15, 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 “Regular Meeting” for the East Grand Forks, Minnesota City Council of October 1, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 8, 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.

3. Consider awarding K&K Trucking the 2013-2014 gravel contract for the bid price of \$10.85 per ton.
4. Consider awarding Garry Gravel the 2013-2014 sand contract for the bid price of \$9.36 per ton.
5. Consider approving the draft of the 2040 Alternative Modes Transportation Plan.

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

6. Regular meeting minutes of the Water, Light, Power, and Building Commission Meeting for September 19, 2013.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

7. Consider approving a lease agreement with Butler Machinery Company for a motor grader for \$2235 per month plus \$69 per hour for a minimum of four months.
8. Consider approving the request by Public Works Department to declare the pumps in lift station 16 as surplus to be traded in and used in the purchase of two new pumps from Minnesota Pump Works for \$5993 plus freight and tax.
9. Consider adopting Resolution No. 13-10-103 amending the skating and hockey fees for the 2013-2014 season.
10. Consider adopting Resolution No. 13-10-104 authorizing persons listed on the resolution (subject to any expressed restrictions) is authorized for ACH origination and online banking.
11. Consider approving the labor agreement between the City of East Grand Forks and the Teamsters Local No. 120.
12. Consider approving the request to file proposed assessment roll and set the public hearing date for October 29, 2013 for 2012 Assessment Job No. 4 – Utilities and Street Construction – Riverview 10th addition.

CLAIMS:

13. Consider adopting Resolution No. 13-10-105 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17037 for a total of \$958.12 whereas Council Member Buckalew is personally interested financially in the contract.
14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

- Work Session – October 22, 2013 – 5:00 PM – Training Room
- Special Meeting/Budget Meeting – October 29, 2013 – 5:00 PM – Training Room
- Regular Council Meeting – November 5, 2013 – 5:00 PM – Council Chambers
- Work Session – November 12, 2013 – 5:00 PM – Training Room

**AGENDA
OF THE CITY COUNCIL
CLOSED SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 15, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

1. Closed session to discuss possible litigation regarding special assessments. Closed session is to be performed according to the exception to the open meeting law pursuant to Minnesota Statute 13D.05, Subd. 3(b).

ADJOURN:

Upcoming Meetings:

Work Session – October 22, 2013 – 5:00 PM – Training Room
Special Meeting/Budget Meeting – October 29, 2013 – 5:00 PM – Training Room
Regular Council Meeting – November 5, 2013 – 5:00 PM – Council Chambers
Work Session – November 12, 2013 – 5:00 PM – Training Room

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 1, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for October 1, 2013 was called to order by Council President Buckalew at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor 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; 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; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; 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.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of September 17, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of September 24, 2013.

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

Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.
Voting Nay: None.

SCHEDULED BID LETTINGS:

3. Consider adopting Resolution No. 13-10-97 accepting and awarding the bid for the multi-purpose trail along Highway 220 for 2013 City Project No. 1 to Paras Contracting for a bid price of \$282,196.20.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 13-10-97 ACCEPTING AND AWARDING THE BID FOR THE MULTI-PURPOSE TRAIL ALONG HIGHWAY 220 FOR 2013 CITY PROJECT NO. 1 TO PARAS CONTRACTING FOR A BID PRICE OF \$282,196.20.

Council Vice-President Leigh asked where the money for the City portion is coming from. Ms. Nelson stated that it was proposed to be included in the 2014 budget. Council Vice-President Leigh stated that he was not in favor of awarding this job since the council hadn't completed the budgeting process for 2014.

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

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

4. Consider approving the purchase of a multi-use truck from RG Truck Sales in the amount of \$54,659.77.
5. Consider adopting Resolution No. 13-10-98 approving Master Partnership Contract No. 02218 providing snow removal services for the Minnesota Department of Transportation.
6. Consider approving the application for an Exempt Gambling Permit for a raffle for the Min-Dak Border Chapter MN Deer Hunters Association to be held November 5, 2013 at the East Grand Forks Eagles Club, 227 10th Ave NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
7. Consider approving the application for an Exempt Gambling Permit for a raffle for Sacred Heart Church and School to be held May 5, 2014 at the Sacred Heart School, 200 3rd St NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VONASEK, TO APPROVE ITEMS FOUR (4) THROUGH SEVEN (7).

Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.
Voting Nay: None

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

8. Regular meeting minutes of the Water, Light, Power, and Building Commission Meeting for September 5, 2013

COMMUNICATIONS:

9. Mr. Lindquist was officially done as Interim City Administrator on September 27, 2013.

OLD BUSINESS: NONE

NEW BUSINESS:

10. Consider adopting Resolution No. 13-10-99 which provides a summary of the item discussed at the closed meeting on September 24, 2013.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 13-10-99 WHICH PROVIDES A SUMMARY OF THE ITEM DISCUSSED AT THE CLOSED MEETING ON SEPTEMBER 24, 2013.

Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.
Voting Nay: None.

11. Consider adopting Resolution No. 13-10-100 approving the transfer of funds for the construction of the Salt & Sand Shed.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 13-10-100 APPROVING THE TRANSFER OF FUNDS FOR THE CONSTRUCTION OF THE SALT & SAND SHED.

Council member Vonasek asked Mr. Stordahl if he had more prices for the council to review. Mr. Stordahl stated he had found some information on new companies he didn't previously know about. He explained how one of these companies put up buildings up in Bemidji and they were very reasonable to build. He told the council he would be bringing more estimates to a work session.

Voting Aye: Vetter, Vonasek, Buckalew, Tweten, Olstad, Leigh, and Grassel.
Voting Nay: None.

12. Consider adopting Resolution No. 13-10-101 approving the amendment to the Waste Water Facility Plan.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 13-10-101 APPROVING THE AMENDMENT TO THE WASTE WATER FACILITY PLAN.

Council member Tweten told Mr. Boppre he had two questions for him. He stated how according to the contract the City has with Widseth there are fees listed up to \$5 million projects and asked what happened after a project was over \$5 million. Mr. Boppre stated that the fee was negotiable. Council member Tweten said he thought this was putting the cart in front of the horse and thinks the residents should know what the engineering fee is going to cost before moving forward. He then asked to have this issue tabled until that fee was determined. Mr. Boppre explained how amending the facility plan would cost less than \$5000. He added that preparing the plans and specs would be a separate cost and would have to be negotiated. Council Vice-President Leigh asked if the council amended the facility plan it does not mean the City is hiring Widseth Smith Nolting as the engineers for this project. Mr. Boppre stated that was correct. Mayor Stauss asked if tabling this issue would delay the process. Mr. Boppre said not necessarily but it will take time for the MPCA to go through and approve the amended facility plan and according to the resolution, the City will be trying to get on the 2015 budgeting cycle.

Council member Olstad stated how number 3 on the resolution states that a plan to treat phosphorus needs to be included. He asked if the cost of that treatment is included in the present value costs listed. Mr. Boppre stated that it was not and added there were different options the council could move forward with and how some options aren't as expensive as other options. He commented the City is currently averaging 1.35 in phosphorus when discharging which is under the City's limit of 2. Council member Olstad asked when the limit of 1 will be put in place since it was mentioned in the email that was provided from the MPCA. Mr. Boppre stated that was still unknown. Mayor Stauss commented how there is a \$3 million dollar grant the City could apply for in efforts of reducing phosphorus. Mr. Boppre also added that if a company moves in and adds jobs to the community the City could apply for grants under the EDA to help pay for this project.

Council member Tweten then asked Mr. Boppre if the City will be required to purchase more land for this project. Mr. Boppre stated that at this time the City does not need to purchase land because even a tertiary treatment plant could fit on the acreage north of the ponds if that is something the council decided to move forward with. Mayor Stauss asked if the ponds had to be cleaned out. Mr. Boppre said that MPCA requires all the biosolids to be removed.

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

CLAIMS:

13. Consider adopting Resolution No. 13-10-102 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 16925 for a total of \$436.01 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-10-102 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE

GOODS REFERENCED IN CHECK NUMBERS 16925 FOR A TOTAL OF \$436.01 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew.

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

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

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss commented how fast the council is moving along with different things and how he has been gone, but hopefully will be around now.

Council Member Vetter welcomed Mr. Murphy and wished him good luck.

Council Member Vonasek welcomed Mr. Murphy.

Council Member Buckalew said he would like to ditto Council member Grassel's remarks.

Council Member Tweten welcomed the mayor back and also welcomed Mr. Murphy. He added that if Mr. Murphy is successful then we will all be successful. Council member Tweten informed the council the Senate Bonding Committee will be meeting in northwest Minnesota towards the end of October and the council might want to send representatives for that meeting since the City has two major projects up for bonding.

Council Member Olstad welcomed Mr. Murphy and added how he is looking forward to working with him.

Council Member Grassel welcomed Mr. Murphy. He also thanked Mr. Lindquist for the great job he did as the Interim City Administrator. He added how he is also looking forward to working with Mr. Murphy for years to come.

Mr. Murphy informed the council that he had received signed copies of the Teamster contract and

Mr. Boppre informed the council that Mr. Stordahl and himself took Mr. Murphy on a tour of the waste water ponds. He also welcomed Mr. Murphy and is also looking forward to working with him for many years.

Chief Hedlund informed the council that the roof should be completed on the Police Building by the end of the week. He said how the windows should be installed in 2 to 3 weeks and how he had met with Mr. Dammann and they are working on how the mold remediation project will proceed and try to cut down on the cost of the project.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE OCTOBER 1, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:30 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 8, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for October 8, 2013 was called to order by Council President Craig Buckalew at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Craig Buckalew, Council Members Clarence Vetter, Mark Olstad, and Chad Grassel.

Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

1. Mold Remediation in Police Department – Brent Dammann/Greg Boppre

Council President Buckalew stated that this item will have to be tabled because the quotes were not ready. Ms. Ellis informed the council how rooms are being prepared for the members of the police department to move into spaces within City Hall while this project is going on.

2. 12AJ4 Utilities & Street Construction Assessment Roll – Brad Bail

Mr. Bail informed the council the assessment roll has been completed and he is requesting it to be filed and set a public hearing date. Council member Vetter asked if the construction costs had been approved. Mr. Bail stated they had and how this project was completed. Council President Buckalew asked if this was the first job completed under the new policy of a developer's agreement. Ms. Ellis stated it was. Discussion followed about what is included in the developer's agreement and when sidewalks will be installed. Council member Vetter stated research is being done to see if there are any delinquent assessments and he will be bringing the findings to the next meeting. He added that the council might need to review the developer's agreement and redo parts of it as needed. Mr. Bail stated that taxes and special assessments have to be current in order for the county to replat an area.

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

3. 2040 Alternative Transportation Modes – Teri Kouba

Ms. Kouba introduced herself and Ms. Erickson. Ms. Kouba then explained how the Bike and Pedestrian plan as well as the Transportation plan needs to be updated every so many years. Ms. Kouba continued by reviewing the Transportation plan for the Grand Cities, goals and objectives, how the goals and objectives will be reached, and how they will be focused on improving performance. She explained how there was a public meeting on October 1st so the public could comment on these plans but no one attended the meeting. She then mentioned how some funds come from both the federal and state levels for this program but there is still a city portion. Council member Olstad asked what the City portion will be and if the City has enough to cover these costs. Ms. Ellis stated how border cities have been short changed and added how East Grand Forks could be receiving more funding next year for transit operations. She also added how funds have been set aside for these costs.

Ms. Erickson explained the new goals in place for the bike and pedestrian paths which includes connecting more routes together and adding more routes to include bike lanes in the streets. She added how they will be trying to connect neighborhoods and UND to the downtown area. Council member Vetter asked if there was funding available to put in a bike lane on Bygland Road going down to the schools. Ms. Erickson stated there was some funding available but not sure when that could be completed. Council member Olstad commented how the police department patrols on bikes and asked if there were funds available for safety and security. Ms. Ellis stated that they could use that when applying for funds as an added bonus. Discussion followed about where more bike lanes could be put in and where there might be issues.

4. Refuse Collection Services Update – Jason Stordahl

Mr. Stordahl told the council he spoke with Countrywide Sanitation to see how long it would take them to be geared up to take on East Grand Forks if they were awarded the job. He was told it would be three months and asked the council if or when they would like to put this up for bid. Council member Vetter suggested January or February. Council President Buckalew asked if Countrywide had the separation of recyclables. Mr. Stordahl stated it would be the same as the City has now with separate bins for refuse and recycling. Council President Buckalew asked to find out what kind of facility they have for recycling.

5. Motor Grader Rental – Jason Stordahl

Mr. Stordahl told the council that he handed out quotes for motor grader rental which he received from Butler Machinery, ASC Volvo, and RDO. He stated after going over the quotes and averaging the number of hours that the rented motor grader was used in the last few years he is recommending to go with Butler Machinery. He added last year the City rented from Butler, how there were some issues with the wing, and they were very good to work to get it taken care of.

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

6. 2013-2014 Gravel and Sand Bids – Jason Stordahl

Mr. Stordahl informed the council that he requested sealed bids for gravel and sand but did not receive any. He then asked for quotes from a few different companies. He explained how he

received quotes from both K&K Trucking and Garry Gravel. Mr. Stordahl informed the council that he is considering the gravel and sand as separate and will be recommending awarding the gravel bid to K&K Trucking for the amount of \$10.85 per ton and the sand bid to Garry Gravel for the amount of \$9.36 per ton. He added both of these companies have been very reliable and good to work with.

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

7. Annual Pump Replacement Lift 16 – Jason Stordahl

Mr. Stordahl explained how the pumps at lift 16 are scheduled to be replaced. He stated there is still money in the waste water fund to cover this cost. He informed the council the two quotes he had received were from Electric Pump and Minnesota Pump Works which came in with the lower quote. He added that the prices included trading in the current pumps in lift 16 so he will be asking to declare them as surplus. Mr. Stordahl said he recommends purchasing the pumps from Minnesota Pump Works at a cost of \$5,993 with trading in the current pumps. Council President Buckalew asked if the pumps would be in by the end of the year. Mr. Stordahl stated there is a good chance they will be.

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

Other:

Ms. Ellis informed the council that the end of the sidewalk by the stoplight at 14th Street is still gravel. She explained how she was told that MNDOT asked the contractor not to put down concrete since they will be taking it out to install the new push buttons for the pedestrian crossing in the spring. She added that she will be getting confirmation and will be asking for a news release so the public will know what is going on at this intersection. Ms. Ellis stated the City has been receiving complaints that there is gravel and not sidewalk.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADJOURN THE OCTOBER 8, 2013 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:36 P.M.

Voting Aye: Buckalew, Olstad, Grassel, and Vetter

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: 10-10-2013

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: 13-14 Gravel Bids

Consider approving the request to approve

I received two bids for the 2013-2014 gravel contract. The bid results per ton for gravel are as follows:

	<u>Gravel</u>	<u>Sand</u>
K &K Trucking	\$10.85	\$12.50
Garry Gravel	\$12.26	\$9.36

Recommendation: Award K & K Trucking the 2013-2014 gravel contract for the bid price of \$10.85/ton.

BID FORM

The undersigned hereby submits the following bids for gravel and sand to be furnished to the City of East Grand Forks, Minnesota, in the year 2013-2014 in accordance with specifications and advertisement for bids.

Each bid will be considered separately.

A. Gravel \$ 10.85 per ton.

Source Pennington Co.

B. Sand \$ 12.50 per ton.

Source Pennington Co. or Wells Concrete

Correct Legal Name of Bidder:

K & K Trucking, Inc.
(Individual, Partnership, Corporation)

BY:  _____

TITLE: Owner

ADDRESS: 21738 165th Ave NW
Viking, MN 56760

Dated this 30 day of Sept, 2013.

Request for Council Action

Date: 10-10-2013

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: 13-14 Sand Bids

Consider approving the request to approve

I received two bids for the 2013-2014 sand contract. The bid results per ton for sand are as follows:

	<u>Gravel</u>	<u>Sand</u>
K &K Trucking	\$10.85	\$12.50
Garry Gravel	\$12.26	\$9.36

Recommendation: Award Garry Gravel the 2013-2014 sand contract for the bid price of \$9.36/ton.

BID FORM

The undersigned hereby submits the following bids for gravel and sand to be furnished to the City of East Grand Forks, Minnesota, in the year 2013-2014 in accordance with specifications and advertisement for bids.

Each bid will be considered separately.

A. Gravel \$ 12.26 per ton.

Source J&S Gravel

B. Sand \$ 9.36 per ton.

Source Wells Concrete

Correct Legal Name of Bidder:

Garry Gravel
(Individual) Partnership, Corporation)

BY: James Darry

TITLE: Owner

ADDRESS: 21985 center St. w Euclid mn

Dated this 30 day of Sept., 2013

Request for Council Action

Date: October 8, 2013

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Teri Kouba, Planner & Stephanie Erickson, Planner – Grand Forks-East Grand Forks MPO

RE: 2040 Alternative Transportation Modes

GENERAL INFORMATION:

The Alternative Modes is an element of the Long Range Transportation Plan that is updated every five years. The Bicycle and Pedestrian Plan element of the Alternative Modes Plan was last updated in 2006. The Bicycle and Pedestrian Plan update is before you to be adopted as part of the Alternative Modes Plan. The Transit Development Plan (TDP) element of the Alternative Modes Plan was last updated in 2012 with implementation starting in 2012. Since the implementation of this plan Congress adopted the new transportation bill “Moving Ahead for Progress in the 21st Century” (MAP-21).

MAP-21 called for performance measures and targets to be set for all modes of transportation. The Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) have put out guidance on how these performance measures and targets need to be presented. MAP-21 also changed the way funding is made available and how much is available.

To be in compliance with the guidance and MAP-21 the MPO has updated the goals and objectives of the TDP to give more prominence to the performance measures the MPO already collects data on. The MPO has also updated financial information in the TDP to reflect the changes in funding that MAP-21 outlines. Staff from Cities Area Transit have been involved and concur with the update for the TDP.

The Bicycle and Pedestrian Plan is a full update that includes maps, data, and information about the bicycle and pedestrian network throughout the Grand Forks-East Grand Forks Metro area. The update recommends a future connected bike and pedestrian system consisting of a mixture of bike and pedestrian facilities (shared use paths, bike lanes, sharrows and bike route). The recommended updates will fill in the gaps of the system and enhance the already in place bike and pedestrian system.

The Greenway Trail User’s Group, Greenway Technical Advisory Committee, Safe Kids Grand Forks, the surrounding neighborhood associations and City staff have been involved in the update of the Bike and Pedestrian Plan as well as concur with the update. The feedback that was

received during the meetings has been positive responses to all ready great bike and pedestrian system in place but they would like to see more on road bike facilities and connectivity within the system as well. The bike and pedestrian facilities provide an important link to alternative transportation throughout the Cities not only for the recreational user but commuting to jobs, shopping and education facilities.

The goal of a transportation system in any city is to provide access to facilities, goods, services and activities. Supporting different forms of transportation modes gives users the choice whether it is to make trips entirely by walking and biking or catching a ride on the public transit.

Both elements of the Alternative Transportation Modes Plan can be found in full on the MPO's website. www.theforksmppo.org

RECOMMENDATION:

Approval of Draft 2040 Alternative Transportation Modes Plan.

Support Material:

- Summary of the Bicycle and Pedestrian Plan
- Draft Goals, Objectives, and Performance Measures for Transit Development Plan
- Fiscally constrained financial plan for the Transit Development Plan
- Presentation
- Draft resolution amending the City's Comprehensive Plan.

INTRODUCTION

The Grand Forks/East Grand Forks Metropolitan Planning Organization (MPO) has formed a Long Range Transportation Plan (LRTP) which is a guide to assist in the decision-making process regarding transportation system improvements that will be made over the next 25 years. The Bicycle and Pedestrian Plan is one element of the MPO Long Range Transportation Plan.

This plan was developed to update the 2006 Bicycle and Pedestrian section of the Long Range Transportation Plan. These updates reflect bicycle and pedestrian facility improvements that have taken place since 2006, and to set standards that will allow both cities to adequately provide facilities, or access to facilities for non-motorized traffic.

Established in 1982, the Grand Forks-East Grand Forks Metropolitan Planning Organization (MPO) is a non-profit entity serving as a forum for public officials, citizens, and other interest groups to establish policies and plans to deal with various metropolitan issues. The communities in the region have joined together to ensure efficient, coordinated action in resolving intergovernmental issues. The role of the MPO is to harmonize the activities of federal, state, and local agencies and to provide assistance and encourage public participation in the long-term development of the area. Part of the MPO's function is to provide technical assistance and expertise to complete studies and identify solutions to metropolitan problems, primarily that of transportation. Each MPO is required to develop a unified planning work program in cooperation with the State and transit operators. They are also required to prepare a long-range (20 year horizon) transportation plan that includes a financial plan. This plan assesses capital investment and other measures to preserve the existing transportation system. Similarly, a Transportation Improvement Program (TIP) must be developed by the MPO in cooperation with the States and transit operator. The TIP includes a prioritized list of projects and a financial plan consistent with anticipated funding. The TIP is updated annually and covers a four year period.

The MPO is located in northeast North Dakota and northwest Minnesota. The MPO planning area encompasses the cities of Grand Forks, ND and East Grand Forks, MN as well as the urbanized areas and areas anticipated to be urbanized in the next 20-years in Grand Forks County, ND and Polk County, MN. MPOs are designated for each metropolitan area with a population exceeding 50,000. The year 2010 population of the city of Grand Forks was 52,875 and 8,601 for the city of East Grand Forks.

BIKE AND PEDESTRIAN GOALS, OBJECTIVES, STANDARDS & PERFORMANCE MEASURES

The development of the Long Range Transportation Plan's (LRTP) goals, objectives, standards, and performance measures is a critical step in the planning and decision-making process regarding transportation system improvements that will be made over the next 25 years. The MPO and its member jurisdictions have adopted an overarching set of goals that are consistent across modes and supported by multimodal and mode specific objectives.

GOAL 1: ECONOMIC VITALITY

Support the economic vitality through enhancing the economic competitiveness of the metropolitan area by giving people access to jobs, and education services as well as giving business access to markets.

Performance Targets

- Ninety percent (90%) land use and economic development initiatives consistent with the LRTP and TIP projects.
- One hundred percent of development review involves connection/coordination consideration of multi-modal facilities and land use planning, including site plan review.

GOAL 2: SECURITY

Increase security of the transportation system for motorized and non-motorized uses.

Performance Targets

- Document one hundred (100%) of emergency transportation incident reports
- Complete monthly checklists
- No more than forty-eight hour (48 hour) continuous closures of facilities except during flood events.

GOAL 3: ACCESSIBILITY & MOBILITY

Increase the accessibility and mobility options for people and freight by providing more transportation choices.

Performance Targets

- Encourage the increase of bicycle mode share to 15% by 2040.
- Encourage ADA curb ramp installation to reach 100% by 2040.

GOAL 4: ENVIRONMENTAL/ENERGY/QOL

Protect and enhance the environment, promote energy conservation, and improve quality of life by valuing the unique qualities of all communities – whether urban, suburban, or rural.

Performance Targets

- Maintain EJ, Title VI, LEP plans to ensure they reflect current and future demographics, as well as community needs.
- Increase uses of non-motorized modes of transportation ten percent (10%) by the year 2040

GOAL 5: INTEGRATION & CONNECTIVITY

Enhance the integration and connectivity of the transportation system, across and between modes for people and freight, and housing, particularly affordable housing located close to transit.

Performance Targets

- Increase bikeway Network miles by 50% by 2040
- Fill in all Bikeway Network gaps by 2040

GOAL 6: EFFICIENT SYSTEM MANAGEMENT

Promote efficient system management and operation by increasing collaboration among federal, state, local government to better target investments and improve accountability.

Performance Targets

- Maintain documentation of public and private partnerships.
- Maintain the current relationships of the MPO financing of local policies, plans and ordinances through work programs.
- Increase the effectiveness of the MPO Public Participation Plan in informing, education and engaging the public in transportation decisions.
- Have no greater than twenty-five percent (25%) variance when comparing programmed dollar amounts to the actual obligated dollar amounts for projects listed in the MPO TIP.
- Prepare a TIP

GOAL 7: SYSTEM PRESERVATION

Emphasize the preservation of the existing transportation system by first targeting federal funds towards existing infrastructure to spur revitalization, promote urban landscapes and protect rural landscapes.

Performance Targets

- One hundred (100%) of bridges fully accommodate Bike and Pedestrians by 2040
- Increase the number of dollars of discretionary funds secured by the GF/EGF area.

- Increase funding for both construction and maintenance of bicycle facilities by five percent (5%) per year in the annual transportation budget.
- Track percentage of federal funds programmed towards existing infrastructure.

GOAL 8: SAFETY

Increase safety of the transportation system for motorized and non-motorized uses.

Performance Targets

- Reduce bike/pedestrian - auto crashes by ten percent (10%) by 2040.
- Remove one hundred percent (100%) of known hazardous conditions on facilities.
- Install new speed minder signs in school zones.

Existing Conditions

Sidewalks

Sidewalk Network

- Grand Forks is very fortunate to have a pedestrian transportation system in place. Sidewalks are present along most streets and there are few absolute barriers to pedestrian travel. In Grand Forks, growth to the south and west has lead to the addition of sidewalks within the last three years.
- In East Grand Forks the older streets and neighborhoods are lined with sidewalks; however the development patterns of newer areas were not required to provide sidewalks for pedestrian traffic. One of the goals in the recently adopted 2040 East Grand Forks Land Use Plan is to reduce pedestrian – automobile conflicts in residential areas. The subsequent policy is to require sidewalks to be installed along all sections of road in new residential developments.

- Recent flood protection efforts have also lead to the reconstruction and addition of shared use paths along the Greenway in both cities.

Current Sidewalk Requirements

- All sidewalk standards are to be consistent with guidelines set forth by the American Association of State Highway and Transportation Officials (AASHTO) and the Federal Highway Administration (FHWA).

Transit Access

- The transit rider is ultimately a pedestrian and, as such, is more affected by changes in the pedestrian pathway than the person walking to a car because of the need to coordinate the trip with the transit schedule. The transit stop can be considered a pedestrian traffic generator. Therefore, the needs of pedestrians should be paramount in the design and placement of stops.
- All city buses have been fitted with bicycle racks, which expand bicycle use possibilities in the metro area. Bicyclists as well as pedestrians are affected by their access to transit.
 - Safe Routes to Transit Program

Sidewalk Replacement Programs

- In Grand Forks, sidewalks are replaced after a section has been complained about which lead to an assessment to see if it truly needs repair.
- The City of East Grand Forks has required a property owner to replace their sidewalk is if the city receives complaints about the condition of the sidewalk.

CURB RAMPS

Americans with Disabilities Act

- The Americans with Disabilities Act (ADA) (42 USC Section 12201 et. Sequ.), enacted on July 26, 1990, provides comprehensive Civil Rights to individuals with disabilities. Items covered by the Act include employment, transportation, public accommodations, State and local government services and telecommunications.

ON-STREET AND TRAIL USAGE

Usage Studies

As non-motorized modes of transportation have been becoming more popular, it has become clear that there is a need to track user trends and examine the effectiveness of the non-motorized transportation system. Therefore, studies have been done in the MPO area that measured the amount of traffic on both trails and street intersections. These studies were then compared in order to gain a more complete understanding of non-motorized behavior and trends.

Trail Usage Study

- The MPO conducted a trail usage study in the months of May and June of 2009. The scope of the study included the trail systems within the communities of Grand Forks and East Grand Forks.

Results

- A total of 5,824 trail users were recorded during the 2009 study. Of this total, there were 231 seniors, 3,382 adults, 1,492 teens, and 719 children. The peak usage of the trails took place between 6:30pm and 7:00pm. There are definite peaks in usage around the time schools starts and ends; however the majority of trail usage took place after 5:00pm.

On-Street Usage

Parameters

- The 2012 On-Street Usage Study was also designed to be a non-intrusive study. Counts were conducted in early May to June of 2012 so use patterns around public schools and the University could be documented. The overall objective of the study was to count the number of individuals crossing signals intersections throughout the MPO area. These counts took place over a 12-hour period of 6:30am to 6:30pm. No additional information was collected about the user.

Results

- Overall, there is more pedestrian traffic in the area than there is bike traffic in the MPO area and non-motorized traffic is essentially equal in both trail and on-street usage. There is not a strong usage peak that would suggest people are choosing to walk or bike as a way to get to work. There is, however, a slight pm peak that would suggest leisure use. The train tracks are creating a barrier for non-vehicle traffic while the downtown area seems to be a generator in that it provides an entrance to the greenway. There is also a gap in the bikeway network before the downtown entrance to the greenway, which may also be contributing to the on-street usage. 32nd Ave. does not appeal to non-vehicle traffic likely because of the intensity of commercial areas, which refers to large parking lots and spread out nature of the stores. South Washington received more bike and pedestrian traffic starting at 17th St., likely because the shared use path ends along 17th and trail users are being diverted to the street network.

Signage

- Path safety signs are one of the simplest and most effective ways to promote trail safety because they convey important information quickly. A primary role of trail signs is to aid and instruct users along linear route. Signs are of three primary types: regulatory, warning, and guidance.

Amenities and Convenience

- One aspect that contributes to bicycle and pedestrian convenience is the location of amenities along the facilities. These areas where non-motorized traffic can stop and rest along their trips are essential to many bicyclists and pedestrians. The amenity facilities in Grand Forks and East Grand Forks consist of City Bus Shelters, public restrooms, bike racks, and park benches. There are a number of these conveniences around Grand Forks and East Grand Forks.

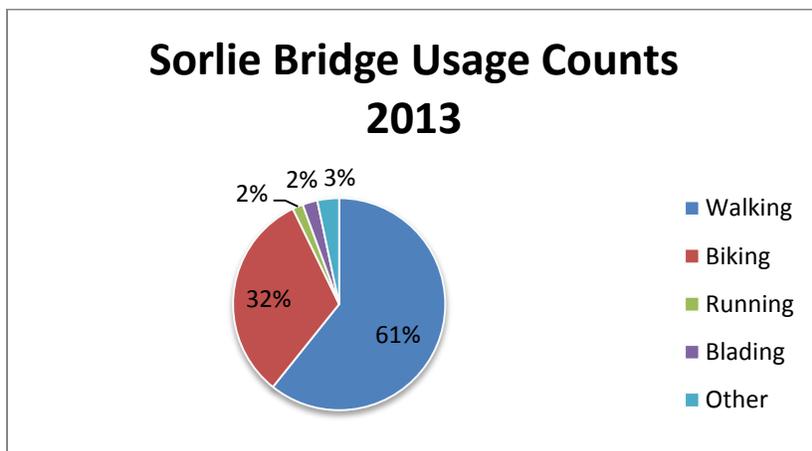
BIKEWAY NETWORK

Existing Bikeway

- There are over 57 miles in the existing bikeway system of Grand Forks/East Grand Forks. Over 20 miles of this system was developed in a short period between 2000 and 2004, much of this being part of the flood protection program. An additional 11 miles have been developed since 2004. The bikeway system consists of many bicycle paths, lanes and routes. Much of the current system consists of shared use paths along the Red River in both cities. A great emphasis has been placed on creating a connecting ring of shared use paths around the city. The system does have gaps, plans for future paths have been added to provide a more continuous bikeway system.
- Deficiencies in the system include non-direct routes between major destinations.
- Grand Forks/ East Grand Forks have a great system of shared use paths that essentially loop around along the edge of the cities. There is very little connection between these trails and older neighborhoods. On-road facilities could help to close these gaps to increase the safety of bike riders who are trying to get from their homes to the share use paths of for those who would like a designated route to commute to work and school.
- There are five bridges that cross the Red River that bicyclists may use. Two of them are bicycle and pedestrian only bridges that were built along with the flood

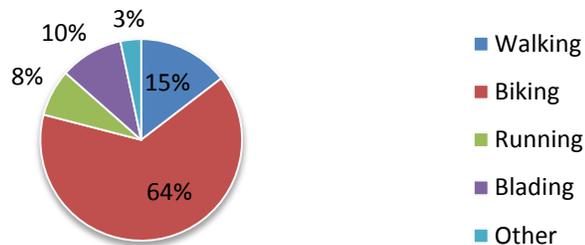
protection system. These two bridges are part of the bikeway system and they connect the Greenway Trail systems of the two cities.

- The remaining three bridges over the Red River were designed and built mainly for vehicular traffic and none of these are a part of the bikeway system.
 - The Sorlie Bridge on DeMers Avenue accommodates bicycles fairly well, although the rider must walk their bicycle across the bridge on the walkway. There is difficulty in that a bicycle cannot be ridden up to the walkway on either side of the bridge because there are no bicycles allowed on sidewalks in commercial areas. The sidewalk on the Sorlie Bridge cannot become part of the bikeway system due to their narrow width of the shared path.



- The Kennedy Bridge has a very narrow sidewalk on either side that pedestrians are discouraged on walking on the bridge for it is not safe. The fast moving traffic makes it challenging for a bicyclists to ride on the road. When Grand Forks and East Grand Forks replace or rehabilitate the bridge a design feature would be too accommodate bicyclists and pedestrians as well as look out opportunities.

Kennedy Bridge Usage Counts 2013



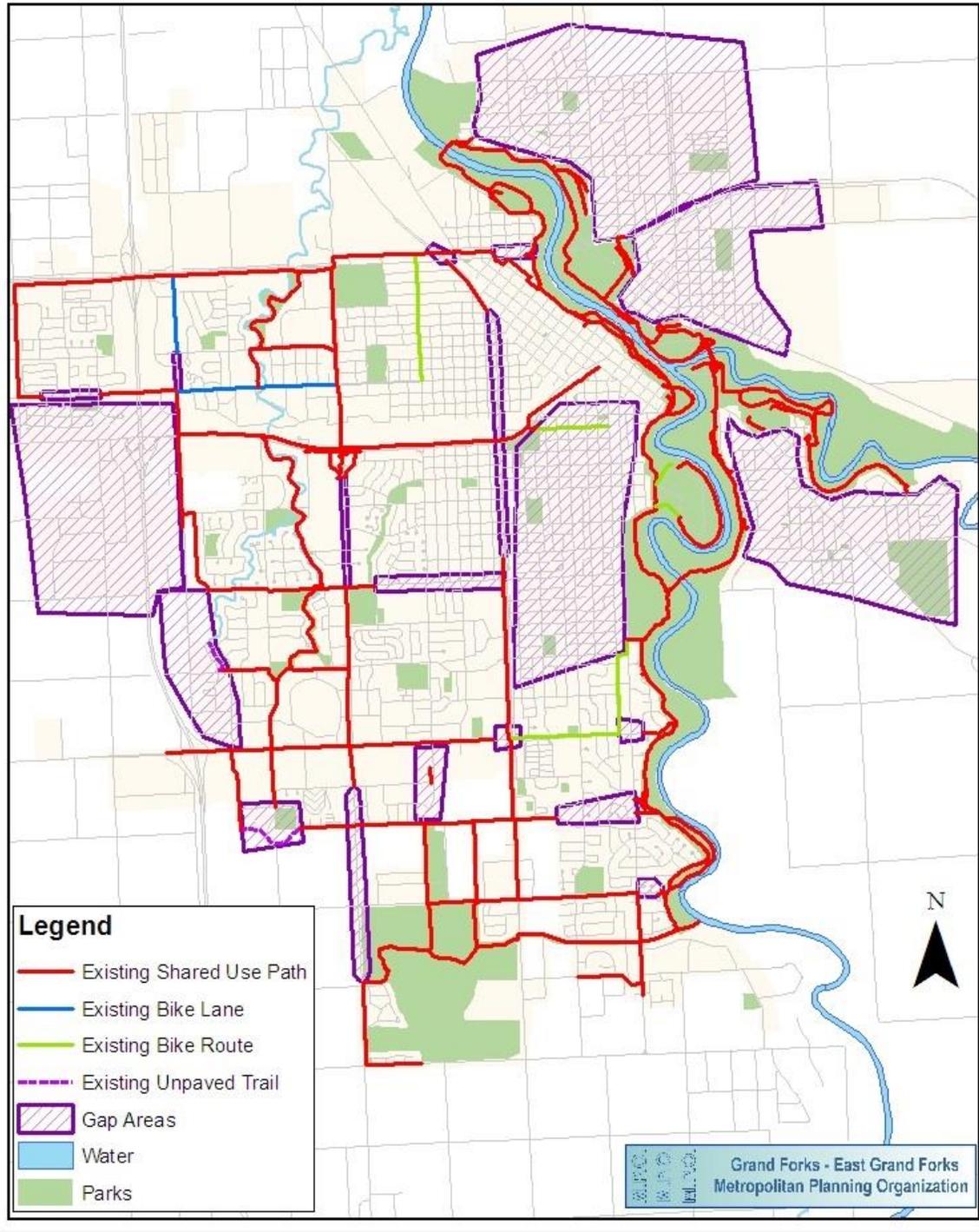
Importance of On Road Facilities

- Map-21 requires that state and urban areas address the needs of alternative modes of transportation along with the more traditional needs of the automobile. Without a bike and pedestrian plan in place no federal funds would be distributed to the GF/EGF urban area. Beyond funding it is of utmost importance that the cities have a plan to provide the facilities to meet all of the needs of the different users.
- Bicycles are classified as motor vehicles by the uniform Traffic Law meaning that their operating characteristics (i.e. speed, etc.) are more similar to motor vehicles. Though it may not be comfortable for everyone, most bicyclists should be on the roadway.
- Nationally recognized design guidelines (AASHTO, ITE, and MUTCD) recommend multi-use trails (aka sidepaths) as facilities that are supplemental to on road facilities, not the other way around; these design guidelines are adopted by our local units of government.
- A good bikeway system should create complete connections, for all types of users, between their desired destinations. Our area has a very good system for recreational cyclists; however, the needs of those who use a bicycle as a means of transportation are minimal, as evidenced by the very limited number of

designated on road facilities. There is a need for greater connectivity between cyclist's homes, their places of work, schools, shopping areas and their recreational areas.

- On road facilities can help increase the safety of bicyclists. Route signs, lane striping, and other bikeway marking alert motorists to expect cyclists to be sharing their roadway while at the same time confirming that cyclists have a right to be on the road.
- Reducing bicycle use on sidewalks and shared use paths increases safety of slower moving pedestrians.
- On road facilities are useful for navigation. The best route is not always the most obvious, especially to visitors unfamiliar with the city; the use of marking and signs can help guide them to desirable locations.
- Bike route signs can help direct bicycle traffic away from high vehicular/truck traffic corridors to parallel, low volume roadways.
- Reducing vehicle lane widths in order to accommodate bike lanes has been shown to either have no effect on vehicle safety or even decrease the frequency of crashes.
- On road facilities allow cyclists to continue moving at an uninterrupted pace and minimize conflicts with automobiles pulling out across driveways and intersections. On road facilities can also make cyclists more visible to merging vehicular traffic increasing the safety of the cyclist.
- On road facilities can create more predictable movements by both bicycles and automobiles.
- On road facilities can be easy and relatively inexpensive ways to provide connections between existing shared use trails.

Grand Forks-East Grand Forks Bicycle System Gaps



Bicycle Facilities

- The type of bicycle facility to select for an area is dependent on many factors; including the ability of the user, corridor conditions and cost. There are four basic types of facilities to accommodate bicycles. The descriptions below provide an overview of each facility type and general design.



Example of good parking design: Bike Corral in front of Dakota Harvest Bakers

- **Shared Roadway (No bikeway designation):** Bicycle use is appropriate on the existing street system in most areas.
- **Bike route (Designated shared roadway):** These roadways are indicated by bike route signs and serve either to:
 - Provide continuity to other bicycle facilities, usually bike lanes; or
 - Designate preferred routes through high demand corridors

Designation of shared roadways should indicate to bicyclists that there are particular advantages to using these routes as compared with alternatives routes. Normally these facilities are shared with motor vehicles. Shared lane arrows, or “sharrows”, can also be implemented on bike routes. These on-road markings alert motorists of the possible presence of bicyclists. They also act as a guide to let bicyclists know approximately where they should be riding on the roadway in order to remain a safe distance from parked cars as well

as allow vehicles to pass. Studies have also shown that motorists tend to give bicycles more room when these markings are present.



Sharrow markings are intended to:

- Reduce the occurrence of wrong-way biking
- Reduce the chances of bicyclists hitting opening car doors, and
- Promote the safe passing of bicycles by vehicles
- **Bike Lane:** Bike Lanes are provided in areas where there is an appropriate need and demand. These lanes will improve riding conditions for the bicyclists on the corridors. This is achieved by providing more predictable movements of both the motorist and bicyclist. Another reason for constructing bike lanes is to accommodate bicyclists where insufficient space exists for bicycling. This is accomplished by reducing vehicular lane widths. In addition to lane striping other measures should be taken to ensure that bicycle lanes are effective facilities such as; replacement of unsafe drainage grates, repair of uneven pavement and unresponsive traffic signals. Maintenance is another issue that must be addressed with bike lanes. Debris

must be removed from bike lanes for them to be use by bicyclists. Bike lanes must provide for each direction of traffic, with bicycle direction parallel with vehicle direction.



University Avenue

- **Bike Path (Shared use path):** These facilities should serve corridors not served by streets and highways or in locations where wide utilities of former railroad right-of-way exists. These paths should also be designed in such a manner as to accommodate for their mix of user (bicyclists, pedestrians, joggers, wheel chairs, in-line skaters, as well as others). It should be noted that sidewalks are generally not acceptable for bicycling.
- **Green Lanes:** An on road 'bicycle lane' is defined by bicycle pavement symbols and line marking such as directional arrows or continuous or broken lines. Where there is increased risk of a crash between a cyclist and a motorist the bicycle lane has been colored green to improve their visibility.

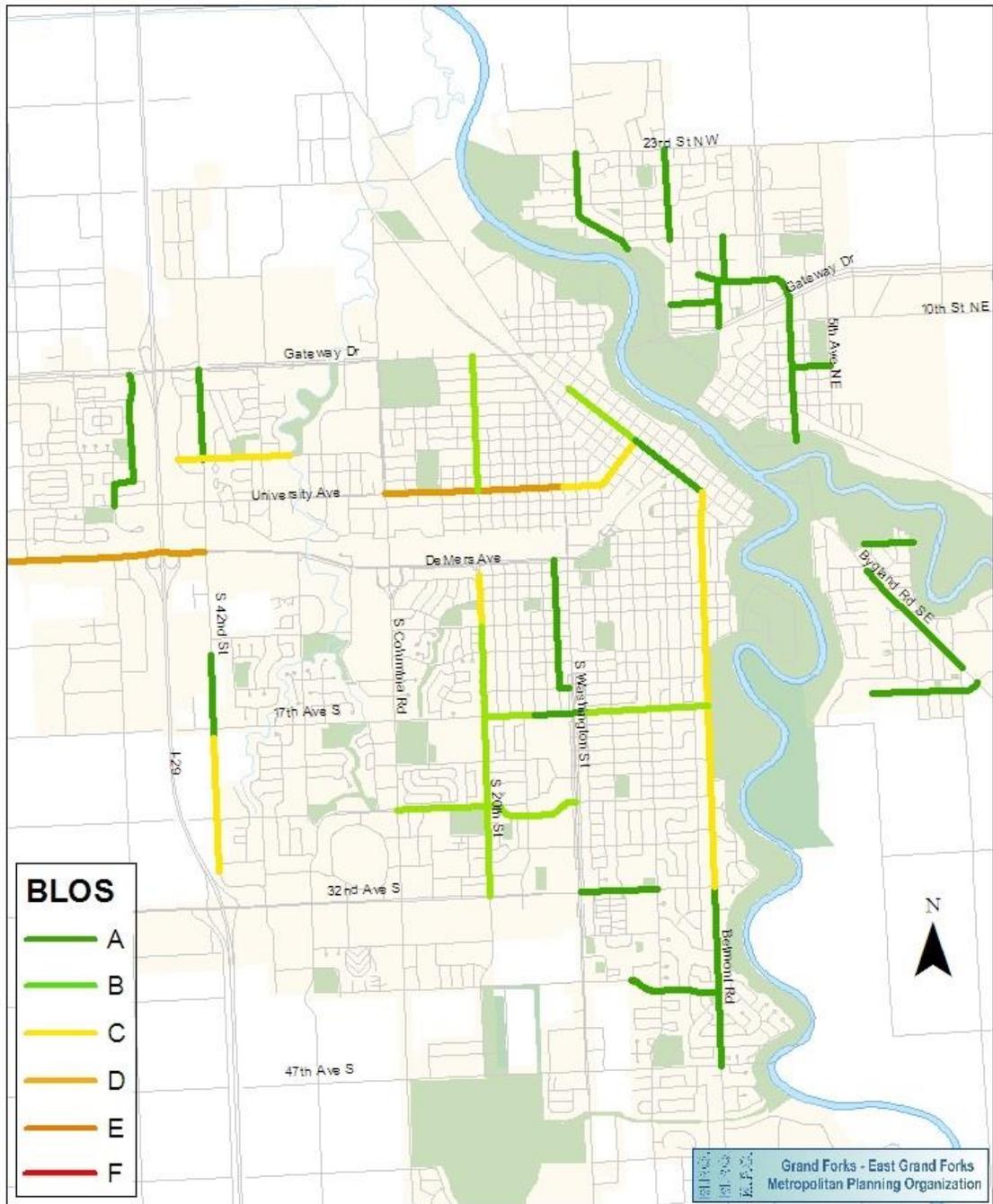


Future Bike Lane and Shared Lane Site Analysis

- Cost is a major consideration in bikeway development. When designing corridors for planned bike lanes and analysis of the section of roadway must be conducted. First and foremost, existing pavement widths must be examined. If there is not enough existing width the probability that the street would be widened for a bike lane is small.
- In 2004 a width analysis was done to determine which roads would most easily be retrofitted to include bike lanes. The determination of the roadway's ability to retrofit bike lane facilities was based on the assumption that existing conditions, such as street parking, would remain constant, but the removal of parking in one direction would be necessary for some roadways. The following minimum AASHTO standards apply to lane widths for the analysis:
 - Motor Vehicle Lane 10' min. width
 - Parking Lane 8' min. width
 - Bike Lane 5' min. or 4' without curb and gutter
 - Park/Bike shared use lane 12' min. width
- The following are a few examples:
 - Grand Forks
 - Belmont Road
 - 20th Street South
 - East Grand Forks
 - Bygland Road

- In 2009 the width standards had not changed from 2004, so the analysis of retrofitted roadways still stands. Bicycle Level of Service was a new element added to the 2004 analysis in 2009. Using the BLOS Model developed by the Florida based engineering consulting firm Sprinkle Consulting Inc. these roadways were assigned a level of service grade based on the roadways suitability or compatibility for on-road bicycle use.

Grand Forks - East Grand Forks Existing Bicycle Level of Service

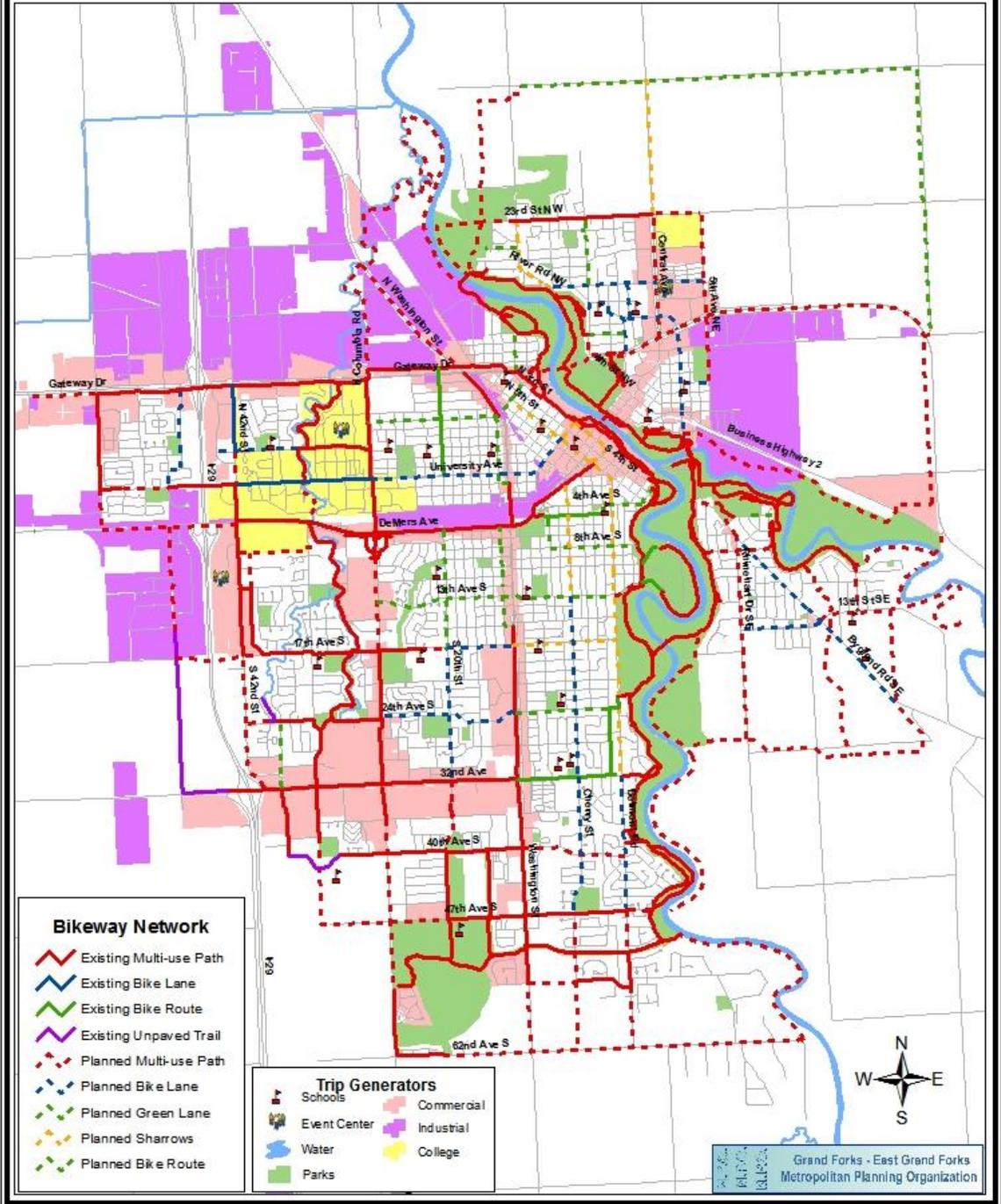


Non-motorized Travel

Access Assessment of Travel Trip Generators

- Bicycle trip generators were examined to determine appropriate linkage to the bikeway network. The following tables are the results of that analysis. The generators have been separated between the two cities. They have also been listed by their category (Commercial, industrial, etc.).

Grand Forks-East Grand Forks Bicycle & Pedestrian Trip Generators



Conclusion

The goal of transportation system in any city is to provide access to facilities, goods, services and activities. Supporting different forms of transportation modes gives users the choice, whether it is to make trips entirely by walking and biking or catching a ride on the public transit. In many cases in city areas walking and biking are faster and more efficient ways to do your short trips. There are many benefits in biking and walking including reduced traffic congestion, economic development and the environment.

Having a walkable/bikeable community contributes to the local economy by supporting tourism. It also contributes to the quality and feel of the area. Visitors usually explore by walking and biking. Additionally trail networks are destination tourist attractions such as the Greenway, this can bring many visitors every year in turn bring additional dollars to the community each year.

Transportation system and the community design can have profound effects on the amount of physical activity residents have. People can have healthier and more active lives if the environment they live in has a transportation system that facilitates safe walking and biking.

Transit Goals, Objectives, Standards & Performance Measures

The development of the Long Range Transportation Plan's (LRTP) goals, objectives, standards, and performance measures is a critical step in the planning and decision-making process regarding transportation system improvements that will be made over the next 25 years. Public transportation in the Grand Forks-East Grand Forks region is an element of a diverse multimodal system that is planned and built around a consistent set of goals that describe the high quality of life that is desired by residents, visitors, and businesses. The MPO and its member jurisdictions have adopted an over-arching set of goals that are consistent across modes and supported by multimodal and mode specific objectives.

DEFINING THE GOALS, OBJECTIVES, STANDARDS & PERFORMANCE MEASURES

The application of goals, objectives, standards, and performance measures for the metro transportation planning process was connected, but represented different levels of the process. Provided below are definitions of each example and an explanation of how these work together to shape the Long Range Transportation Plan. These goals, objectives, standards and performance measures should clearly reflect the needs and wants of the GF/EGF area:

- **Goals** are far-reaching, generalized statements of Plan intent. For example, a transportation plan goal (Goal 8: Safety) is "to provide a safe transportation system". This example goal communicates an intention, but cannot be quantified or measured to determine the relative success of Plan outcomes.
- **Objectives** are more-focused statements of specific measures or procedures related to attaining the established goals. A related transportation plan objective is to "reduce incidence of traffic crashes on the roadway system". This example objective offers a concrete means of measuring the relative success of Plan outcomes, the relative level of crashes.
- **Standards** are strategies that provide direction or guidance for achieving the objective. A related transportation plan standard is to "identify and reduce crash rates at high-incident crash locations," which also provides direction for the performance measures.

- **Performance Measures** are benchmarks for quantifying progress towards achieving objectives. Derived from the existing conditions report and the issues analysis, they include quantitative, measurable criteria, targets for performance within defined time periods, and ongoing monitoring activities. Past plans have emphasized certain performance measures, such as setting targets for LOS. However, this update provides greater emphasis in clearly identifying performance measures in the goals and objectives. In some respect, this response is to help set the stage for future MAP-21 requirements. For instance, a related transportation plan performance measure includes:
 - By 2040, reduce daily vehicle miles traveled by 10 percent below 2010 levels. A reduction of approximately 2,885 daily vehicle miles traveled is needed every year.

SMART PRINCIPLES

The Plan's goals, objectives, standards and performance measures have applied SMART principles. SMART principles are used to ensure the goals, objectives, standards and performance measures are specific, measurable, agreed upon, realistic and time-bound:

- Specific** – Sufficient to guide approaches
- Measurable** – Quantitative measurement
- Agreed** – Consensus among partners
- Realistic** – Can be accomplished
- Time-Bound** – Identified time-frame for accomplishment

The Specific, Agreed, and Realistic principles were primarily applied to the goals, objectives and standards, while the performance measures provided the strongest foundation to use the "Measurable" and "Time-Bound" principles. Examples from the Plan showcasing the application of the five principles to a goal, objective, standard, or performance measure are listed below.

APPLYING SMART PRINCIPLES

The following are examples of how SMART principles were applied to the goals, objectives, standards and performance measures.

Goals

- Agreed – The LRTP goals have been agreed upon by the TAC and Policy Board, and are also being used in other related transportation documents (i.e., the TIP and Transit Development Plan).

Objective:

- Agreed – The objectives have been agreed upon by the TAC and Policy Board.
- Realistic – Each objective is realistic; meaning, the objectives can be accomplished during the lifespan of this document.

Standard:

- Specific – Each standard provides specific direction and guidance on how to achieve the objective. In essence, these are also realistic.
- Agreed – The standards have been agreed upon by the community.

Performance Measures/Targets:

- Measurable – The performance measures incorporate quantitative and measurable rates for the MPO.
- Specific – Each performance measure provides specific direction on how to measure the criteria, including performance targets.
- Time-Bound – The performance measures include time frames, and a list of monitoring activities in order to continue to monitor achievements and goal attainments. Activities are assigned a monitoring schedule to define when data should be collected and evaluated to document level of goals achievement.

GOAL 1: ECONOMIC VITALITY

Support the economic vitality through enhancing the economic competitiveness of the metropolitan area by giving people access to jobs, and education services as well as giving business access to markets.

Performance Measures:

- land use and economic development initiatives consistent with the LRTP and TIP projects
- connection/coordination improvement of multi-modal facilities and land use planning, including site plan review

Performance Targets

- Ninety percent (90%) land use and economic development initiatives consistent with the LRTP and TIP projects.
- One hundred percent of development review involves connection/coordination consideration of multi-modal facilities and land use planning, including site plan review.

Action Initiatives:

- Document local, state and national freight initiatives that influence the region's transportation system
- Draft and submit to each city an ordinance for multi-family, commercial, and business establishment to require establishments have multi-modal facilities, including transit access and facilities.

Monitoring Activities

Annually

- Track growth of corridors through building permits and platting activities.
- Map the locations of major employment centers, including existing and proposed developments, and identify types of transportation available to those centers.
- Document locations and conditions of current freight routes.
- Evaluate the LRTP's effectiveness and consistency with new development and economic development decisions.
- Track number of new developments with multimodal connections.

Every 5 Years

- Evaluate the LRTP's effectiveness and consistency with local comprehensive plans.
- Track the increase in households or jobs by TAZ to identify potential employment and residential growth areas and to assist in the prioritization of future transportation projects.

i. Objective: Continue to coordinate the LRTP goals and objectives with TIP project selection and both cities' land use planning activities.

- Standard: Recognize and address the types and locations of future development identified in the Grand Forks and East Grand Forks Land Use Plans.
- Standard: Coordinate with local governments on the placement of regionally significant developments (e.g., ones that have a major impact on existing networks) near transit.

ii. Objective: Consider economic development activities in the transportation planning process.

- Standard: Invite economic development officials to be part of the alternatives analysis process and seek their comments on the alternatives' consistency with economic development plans and initiatives.
- Standard: Provide documentation of the alternatives screening process to local economic development officials.
- Standard: Recognize and address economic activities at the local, regional, state and national level that influence the metro area's transportation system.

GOAL 2: SECURITY

Increase security of the transportation system for motorized and non-motorized uses.

Performance Measures

- Number of security incidents
- Percent of assets being secured
- Percent of security equipment operational
- Percent of employees in compliance with security training standards

Performance Targets

- 100% of assets being secured
- 85% of employees compliant with security training standards
- 90% of security equipment operational
- 100% documenting of all security incidents

Action Initiatives

- Assist in the preparation of Transit Security Plan

Monitoring Activities

Annually

- Document security incidents.
- Collect detailed transit security incident information (where, when, why).
- Document employee training.
- Compile daily checklist logs of security equipment.

Every 5 Years

Update Transit Security Plan.

i. Objective: Identify critical transportation system assets.

- Standard: Support improvement projects that do not compromise the security of identified critical transportation system assets.
- Standard: Develop measurable data points that evaluate the security of the transportation network, especially in critical areas.

ii. Objective: Coordinate traffic and transit operations with the MPO Bridge Closure Management Plan during flood events.

- Standard: Continue to monitor current flood control operations plans and revise if any noticeable delays or changes occur.
- Standard: Assess and mitigate any possible impacts new roadway construction may have on high water events, including proximity to waterways, construction in wetlands or floodways, storm drainage, etc.

iii. Objective: Provide a secure transportation system.

- Standard: Develop an implementation plan that responds to various disaster events that might occur within the region including evacuation routes and contingency planning.
- Standard: Identify and incorporate state and regional emergency, evacuation, and security plans into transportation plans and TIP project selection.
- Standard: Review and update internal safety and securing manuals and training.
- Standard: Review and update coordination with regional emergency/security/hazardous materials movement plans.
- Standard: Increase security training for transit staff and administration.
- Standard: Allocate at least one percent of federal funds to transit security projects.

iv. Objective: Improve incident management response within the GF-EGF MPO area.

- Standard: Utilize ITS to inform public of incidents and potential detours.
- Standard: Have staff, local leaders, and applicable employees undergo incident response training.

GOAL 3: ACCESSIBILITY & MOBILITY

Increase the accessibility and mobility options for people and freight by providing more transportation choices.

Performance Measures:

- Transit Vehicle hour delays along arterial streets with coordinated signal timing plans with transit signal priority equipment.
- ADA paratransit service Criteria
- Transit service cost per hour, cost per mile, cost per passenger, mile per passenger and fare subsidy
- Transit fixed route on time performance
- ADA curb ramps
- Transit travel times
- Fixed Route Transit Ridership

Performance Targets

- Reduce vehicle hour delays every year by improving transit signal priority.
- Comply with ADA paratransit service criteria.
- Encourage performance of the Cities Area Transit service to be no less than 75 percent of the average of transit systems of similar size.
- Fixed Route transit service no later than an average of 5 minutes late on route runs.
- Encourage ADA curb ramp installation to reach 100% by 2040.
- Encourage transit travel time to be no greater than three times personal vehicle travel times.
- Increase ridership on fixed route by 3% per year

Action Initiatives

- Update Metropolitan Intelligent Transportation System Strategy Plan and Regional Architecture

Monitoring Activities

Annually

- Track percent of transit signal priority success
- Evaluate average route run times.

- Assess travel times on key corridors.
- Post timetables at all bus shelters, at activity centers, and in downtown.
- Prepare and distribute route maps once per year.
- Report on progress toward ADA compliance.
- Place the transit route map and schedules in the telephone directory and on the city's internet page.
- Track and report fixed route on time performance by each individual route.
- For the CAT fixed route system monitor and report peak (September – May) and off- peak (June through August) periods:
 - o Passenger revenue per mile
 - o Farebox recovery rate
 - o Cost per passenger mile
 - o Cost per mile
 - o Cost per hour
- For the demand-response services of Senior Rider and handicapped paratransit services monitor and report:
 - o Passenger revenue per mile
 - o Farebox recovery rate
 - o Cost per passenger mile
 - o Cost per mile
 - o Cost per hour

Every 5 Years

- Collect and analyze data showing population information to identify areas of transit dependency (persons 65 year old and older, persons/households with incomes below the defined poverty line, minority populations).
- Update inventory of curb ramps.
- Track and map new or renovated curb ramps.
- Conduct multi-purpose network usage survey.

i. Objective: Reduce excessive travel delays through the reduction of VMT/VHT.

- Standard: Utilize a database of congested corridors, listing (at a minimum) volume, capacity, level of service, and amount of delay.
- Standard: Promote higher land use densities.

ii Objective: Connect riders to paratransit service, and to accessible fixed route service, based on user needs.

- Standard: Develop and maintain a centralized eligibility screening system for the paratransit services.
- Standard: Implement trip-by-trip eligibility determination for paratransit.

i. Objective: Provide transit service trip travel times that are as competitive with the automobile as possible.

- Standard: Allow fixed route riders to travel from any point on the system to any other point within one hour.
- Standard: Operate routes on half-hour and/or one hour headways.
- Standard: Implement ITS architecture and strategies to facilitate an efficient transit system.

iv. Objective: Serve the transit dependent population and attract new riders.

- Standard: Provide transit service within $\frac{3}{4}$ mile of residential areas and to major activity and employment centers.
- Standard: Increase ridership throughout the fixed route transit service routes.
- Standard: Devote 2 percent of the total operating budget to marketing transit services.

GOAL 4: ENVIRONMENTAL/ENERGY/QOL

Protect and enhance the environment, promote energy conservation, and improve quality of life by valuing the unique qualities of all communities - whether urban, suburban, or rural.

Performance Measures:

- time/cost of project delivery
- Population characteristics such as low income, minority percentage, gender, disabled percentage and percentage having Limited English Proficiency (LEP)

Performance Targets

- Reduce the time/cost of project delivery by 20%.
- Maintain EJ, Title VI, LEP plans to ensure they reflect current and future demographics, as well as community needs.

Action Initiatives

- Reach agreements/MOUs on linking the planning process with the environmental permitting to reduce the time/cost of project delivery.
- Apply context sensitive measures to improve livability.

Monitoring Activities

Annually

- Monitor the percent of transportation investment in environmental justice census tracts and evaluate any disproportional impacts as defined by Title VI legislation.
- Evaluate the effectiveness of traffic calming measures.
- Evaluate EJ, Title VI, and LEP plans' effectiveness in supporting the MPO's transportation planning process.
- Distribute information through PSAs, Public Presentations, and awareness campaigns.

Every 3 Years

- Title VI and LEP plans.

Every 5 Years

- Evaluate sustainability principles and their effectiveness with TIP projects.
- Update EJ plan.
- Evaluate timeline from planning process to delivery of transportation projects to determine linkage between planning and environmental permitting.
- Maintain a list and location of environmentally sensitive properties.
- Evaluate whether agreement/MOUs were reached.

i. Objective: Avoid, minimize, and/or mitigate adverse social, environmental, and economic impacts resulting from existing or new transportation facilities.

- Standard: Incorporate elements of the Environmental Justice (EJ), Title IV and Limited English Proficiency (LEP) plans into the MPO's overall transportation planning process.
- Standard: Seek transportation enhancement projects that have the potential to reduce existing transportation impacts on the environment through context sensitive solutions.
- Standard: Compare available environmental resource maps, plans, and inventories when developing plans.
- Standard: Explore "Green" applications into transit projects to mitigate environmental impacts.

GOAL 5: INTEGRATION & CONNECTIVITY

Enhance the integration and connectivity of the transportation system, across and between modes for people and freight, and housing, particularly affordable housing located close to transit.

Performance Measures:

- transit routes frequency and number of transfers
- new housing developments, particularly low income developments, within ¼ mile of transit routes

Performance Targets

- Develop new and existing transit routes that are competitive to time travel by private vehicle by increasing frequency and limiting the number of transfers.
- Increase new housing developments, particularly low income developments, within ¼ mile of transit routes.

Action Initiatives

- Asses land use plans to examine how they affect transit.
- Evaluate the fixed route riders traveling from any point on the system for the amount of transfers per trip.

Monitoring Activities

Annually

- Track growth corridors through building permits and platting activities.
- Track land development patterns and map potential compact developments , that may be supported by multimodal transportation.
- Review all development proposals.
- Evaluate the location of new housing, particularly low income developments that are close to transit routes.

Every 5 Years

- Collaborate with local agencies to track the outward expansion of development through statistical and visual means.
- Assist in the update in land use plan.

i. Objective: Obtain a balance between transportation and land use by promoting the land use plans' adopted sustainability and livability principles, goals, and objectives.

- Standard: Identify corridors and nodes that are prime locations for future development.
- Standard: Increase the choice of transportation options by providing additional transit service.
- Standard: Promote transportation improvements that support access to employment centers, especially those that provide a mix of employment opportunities (e.g. jobs and income levels).
- Standard: Incorporate transit as a review item in the development review process by applying transit friendly design standards to new and renovated developments and roadways.

ii. Objective: Reduce the cost of paratransit service delivery through service coordination.

- Standard: Promote, encourage, and increase multiple loads on demand-response services (paratransit and Senior Rider).

iii. Objective: Compare fixed routes system to vehicle travel.

- Standard: Minimize transfers within the fixed route transit system.
- Standard: Allow fixed route riders to travel from any point on the system with two transfers or less.

GOAL 6: EFFICIENT SYSTEM MANAGEMENT

Promote efficient system management and operation by increasing collaboration among federal, state, local government to better target investments and improve accountability.

Performance Measures

- Comparison of programmed dollar amounts to actual obligated dollar amounts
- Public Participation Plan - attendance at meetings, prior notice, key points of decision

Performance Targets

- Maintain documentation of public and private partnerships.
- Maintain the current relationships of the MPO financing of local policies, plans and ordinances through work programs.
- Increase the effectiveness of the MPO Public Participation Plan in informing, education and engaging the public in transportation decisions.
- Have no greater than 25% variance when comparing programmed dollar amounts to the actual obligated dollar amounts for projects listed in the MPO TIP.
- Prepare a TIP

Action Initiatives

- NONE

Monitoring Activities

Annually

- Compare the actual project expenditures to the amounts programmed in the local and state investment plans (e.g., CIPs and STIPs). These comparisons should assist in determining whether cost adjustments may be appropriate in the annual listing of obligations identified in the TIP.
- Evaluate the cost sharing opportunities for transportation projects.
- Conduct a customer satisfaction survey through various means of outreach (e.g., online, mailings and open houses). This activity should be done on an annual or bi-annual basis.
- Compare annually the amount of obligated funds to actual expenditures for projects listed in the MPO TIP.

- Update financial plan in TIP
- Evaluate TIP to examine whether it was approved and adopted.

Every 5 Years

- Evaluate the MPO's Public Participation Plan and its effectiveness under federal and state guidelines to engage community members and stakeholders from various groups.
- Evaluate the Long Range Transportation Plan for its effectiveness in public-private partnerships.
- Evaluate the Financial Planning Forecast in the LRTP.

i. Objective: Encourage public-private partnerships (P3) and other applicable innovative financing alternatives.

- Standard: Incorporate public /private partnerships and other innovative funding sources into appropriate projects' funding plan.
- Standard: Track funding sources and financing tools that could be used to fund local transportation projects.
- Standard: Evaluate a cost sharing model to implement projects that directly benefit private entities.
- Standard: Support methods of assessing developers for the costs of transit improvements associated with new developments.

ii. Objective: Consider all local partners in the transportation planning process.

- Standard: Coordinate projects with economic development, transit providers, housing providers, workforce, and other agencies whose clients impact the transportation network.
- Standard: Invite nontraditional partners to be a part of the transportation planning process.
- Standard: Support agreements necessary (e.g., MOUs, cost sharing, service contracts, etc.) to facilitate regional traffic management strategies.
- Standard: Incorporate environmental stewardship considerations and environmental agency coordination into the planning and implementation of transportation improvements.

- Standard: Collaborate with local and state agencies in setting performance measures and targets for urban and rural areas.

iii. Objective: Cooperate across jurisdictional boundaries to create a seamless transportation network.

- Standard: Establish multijurisdictional protocols for special events (e.g., events and parades).
- Standard: Encourage region-wide coordination among traffic, emergency, and maintenance agencies (e.g., police, fire, DOTs, and public works).
- Standard: Member jurisdictions should continue to participate in the MPOs transportation planning activities.

iv. Objective: Recognize the relationship between planning and financing for future transportation programs.

- Standard: Explore innovative financing methods for the construction and maintenance of transportation facilities in the annual transportation budgeting process.
- Standard: Adjust future project costs to incorporate average inflation for the projected year of expenditure.

v. Objective: Provide an efficient and cost effective transportation system.

- Standard: Compare service to peer systems.
- Standard: Develop and maintain a fully allocated cost model (Access all federal cost-shared funding that is available to the region prior to looking to 100 local funding for projects).
- Standard: Create program project in TIP to value interconnectivity between agencies to examine sequence of events.

vi. Objective: Fund the transportation system.

- Standard: Identify funding sources for each proposed improvement.
- Standard: Identify timing and probability of funding through the transportation improvement program.

GOAL 7: SYSTEM PRESERVATION

Emphasize the preservation of the existing transportation system by first targeting federal funds towards existing infrastructure to spur revitalization, promote urban landscapes and protect rural landscapes.

Performance Measures:

- dollars of discretionary funds secured
- yearly average maintenance costs
- age of transit fleet
- transit fleet spare ratio
- transit service interruption for mechanical reasons
- Amount of federal funds towards existing infrastructure.

Performance Targets

- Increase the number of dollars of discretionary funds secured by the GF/EGF area.
- 80 percent of the transit fleet should not exceed life expectancy of industry standards
- Maintain minimum of 1 spare for each transit fleet vehicle type as spares to fill needs for repairs, breakdowns, or other reasons for pulling a bus out of service.
- Strive for no more than one transit service interruption for mechanical reasons per 30,000 miles.
- Track percentage of federal funds programmed towards existing infrastructure.

Action Initiatives

- Prepare a Transit Asset Management Plan

Monitoring Activities

Annually

- Ensure the completion of the NTD report.
- Track the percentage of federal funds programs that is put toward existing and new infrastructure.

Every 5 Years

- Update Transit Asset Management Plan

i. Objective: Identify sufficient funding for each proposed improvement included in the MPO plans.

- Standard: Inform project finance planning and fiscal constraints by identifying all available funding amounts and their sources.
- Standard: Identify funding that can be used for operations, maintenance, and facility construction.
- Standard: Document funding used for “State of Good Repair” projects and document whether a “State of Good Repair” for the federal transportation system can be currently maintained.
- Standard: Follow administrative procedures to ensure funding flexibility.

ii. Objective: Identify likelihood of project funding; higher likelihood should be associated with near-term projects.

- Standard: Increased likelihood of funding, corresponding to the timing of projects.
- Standard: Provide technical assistance to local jurisdictions in applying for state and federal funding programs.

iii. Objective: Preserve, maintain, and improve the existing transportation system.

- Standard: Strive for a “state of good repair” by ensuring maintenance funding is available before transportation facilities are constructed.
- Standard: Ensure daily transit operations without interruption for fleet maintenance or repair.

iv. Objective: Asset management

- Standard: Adopt transit asset management plan by 2017.

GOAL 8: SAFETY

Increase safety of the transportation system for motorized and non-motorized uses.

Performance Measures

- Number of transit vehicle crashes

Performance Targets

- The number of crashes involving buses shall not exceed 2.0 per 100,000 bus miles.

Action Initiatives

- Participate in State and County Level Strategic Highway Safety Plans
- Conduct travel training as needed
- Encourage safety programs in elementary classrooms.

Monitoring Activities

Annually

- Evaluate intersection crash frequency for all modes with significant commuter and freight traffic volumes, and compare to critical crash rates.
- Evaluate crash severities.
- Review crash data.
- Report the number of safety programs conducted in elementary classrooms.
- Report the number of times travel training programs were conducted.

Every 5 Years

- Evaluate Transportation improvement Programs (TIP projects to determine their effectiveness in achieving safer transit system.

i. Objective: Reduce the number, severity, and rate of crashes compared to previous years

- Standard: Identify high-incident crash locations.

- Standard: Track high-incident locations logging the number, type, and severity of crashes.

DRAFT



TABLE 30: RECOMMENDED PUBLIC TRANSIT SYSTEM PROGRAM - 2012 THROUGH 2016 (PART A – OPERATIONS)

Recommendation Description	Service/Area	Operating Cost by Year							Illustrative Projects
		Short-Term		Mid-Term			Long-term		
		2012	2013	2014	2015	2016	2017+		
Operations¹									
Implement On-time Performance Route Changes	Fixed Route - Grand Forks								
	Fixed Route - East Grand Forks								
Screen Senior Riders to Determine Paratransit Eligibility	Senior Rider - Grand Forks	\$5,000							
Subsidy for 30-Minute Service Concept (Grand Forks) ²	Senior Rider - East Grand Forks	\$1,000							
	Fixed Route - Grand Forks		\$184,000	\$188,000	\$192,000	\$197,000	\$201,000		
	Grand Forks	\$1,647,000	\$1,685,000	\$1,724,000	\$1,764,000	\$1,805,000	\$1,847,000		
	East Grand Forks	\$242,000	\$248,000	\$254,000	\$260,000	\$266,000	\$272,000		
	Grand Forks	\$488,150	\$499,200	\$510,900	\$522,600	\$534,300	\$547,000		
	East Grand Forks	\$40,300	\$40,950	\$41,600	\$42,250	\$42,900	\$44,000		
	Grand Forks	\$262,850	\$268,800	\$275,100	\$281,400	\$287,700	\$294,000		
	East Grand Forks	\$21,700	\$22,050	\$22,400	\$22,750	\$23,100	\$24,000		
Increase Red River Valley Comm. Action Fare to \$0.75 per ride	Grand Forks	-\$3,880	-\$7,770	-\$7,770	-\$7,770	-\$7,770	-\$7,770	-\$7,770	
Operations Subtotal		\$2,704,120	\$2,940,230	\$3,008,230	\$3,077,230	\$3,148,230	\$3,221,230		



TABLE 30: RECOMMENDED PUBLIC TRANSIT SYSTEM PROGRAM - 2012 THROUGH 2016 (PART B – CAPITAL IMPROVEMENTS)

Recommendation Description	Service/Area	Operating Cost by Year							Illustrative Projects
		Short-Term		Mid-Term			Long-term		
		2012	2013	2014	2015	2016	2017+		
Capital									
Convert from Flag to Designated Stop Format	Fixed Route - Grand Forks Fixed Route - East Grand Forks	\$74,400 \$11,600							
New Transit Center	Fixed Route - Grand Forks Grand Forks								\$91,200
Fixed Route Bus Replacements	Grand Forks East Grand Forks								\$1,460,000
Demand-Response Vehicle Replacements ³	Grand Forks East Grand Forks	\$34,500	\$35,000	\$37,000	\$37,000	\$38,000			\$210,000
Maintenance Garage/Administration Rehabilitation/ Expand Vehicle Storage									\$5,262,600
Non-Revenue Vehicle Replacement				\$37,000	\$38,000	\$20,000			\$1,352,200
UND Shuttle Vehicle Replacement with Hybrids ⁴									\$1,600,000
Purchase Fare Collection System for Demand-Response Vehicles			\$90,000						
Purchase Badge System for Bus Garage Security ⁵		\$10,400	\$10,400	\$10,400	\$10,400	\$10,400			
Downtown MTC Rehabilitation and Upgrades				\$100,000	\$100,000				
One Call -1 Click Center ⁶									\$2,050,000
Notification Module Add-on to Route/Match									\$141,000
Sidewalk Construction Promoting Transit Access (East Grand Fork)		\$82,500	\$85,000	\$87,500	\$90,125	\$92,875			
Capital Purchases Subtotal		\$213,400	\$220,400	\$271,900	\$275,525	\$161,275			\$12,167,000



TABLE 30: RECOMMENDED PUBLIC TRANSIT SYSTEM PROGRAM - 2012 THROUGH 2016 (PART C – FUNDING ASSESSMENT)

Recommendation Description	Service/Area	Operating Cost by Year							Long-term 2017+	Illustrative Projects
		Short-Term		Mid-Term			2016			
		2012	2013	2014	2015	2015				
Total Annual Operating Plus Capital		\$2,917,520	\$3,160,630	\$3,280,130	\$3,352,755	\$3,309,505	\$3,735,200	\$9,221,230		
Available Operating/Capital Funds		\$3,675,500	\$3,672,800	\$3,551,700	\$3,605,200	\$3,735,200				
Surplus/Deficit In Year										
Fixed Route		\$538,080	\$364,970	\$40,670	\$36,345	\$236,495				
Demand-Response		\$219,900	\$147,200	\$230,900	\$216,100	\$189,200				
Funding by Jurisdiction (Fixed Route)										
Local	Grand Forks	\$1,288,400	\$1,216,400	\$1,040,200	\$1,047,600	\$1,141,400				
	East Grand Forks	\$55,200	\$56,900	\$58,500	\$60,300	\$62,100				
State	North Dakota	\$153,000	\$157,600	\$162,300	\$167,200	\$172,200				
	Minnesota	\$104,600	\$107,700	\$111,000	\$114,300	\$117,700				
Federal		\$1,000,900	\$1,031,000	\$1,061,800	\$1,093,700	\$1,126,600				
Funding by Jurisdiction (Demand-Response)										
Local	Grand Forks	\$601,400	\$617,100	\$617,100	\$606,400	\$584,000				
	East Grand Forks	\$21,600	\$22,200	\$23,000	\$23,600	\$24,300				
State	North Dakota	\$110,000	\$113,300	\$116,700	\$120,200	\$123,800				
	Minnesota	\$42,500	\$43,800	\$45,100	\$46,400	\$47,800				
Federal		\$297,900	\$306,800	\$316,000	\$325,500	\$335,300				
Notes:										
1 - Costs for operations and capital purchases are increased by 2.3% per year after 2012 to reflect estimated inflation costs										
2 - Estimated service cost is \$200,000 in 2012 dollars, less 10.2% farebox return. Cost of service is increased 2.3% per year to account for estimated inflation.										
3 - Assumes New Freedom funds equivalent to one demand-response vehicle would be available each year. Two of six existing vehicles purchased using New Freedom grant funds.										
4 - Local share of funding to match federal grant is committed from UND.										
5 - Federal funding is from 1% of federal formula funds reserved for safety and security projects (approximately \$10,000 annually). Estimated project cost is \$76,000. Approximately \$24,000 would be covered by funds that have already been set aside for safety/security.										
6 - Center intended to serve as statewide/regional resource. Local share of costs estimated to be \$30,000.										

Implementation Plan and Cost Estimates

Recommendation Description	Service/Area	Operating/Capital Cost by Year							Illustrative Projects
		Short-Term		Mid-Term			Long-term		
		2012	2013	2014	2015	2016	2017+		
Operations									
Implement On-time Performance Route Changes	Fixed Route - Grand Forks								
	Fixed Route - East Grand Forks								
Screen Senior Riders to Determine Paratransit Eligibility	Senior Rider - Grand Forks	\$5,000							
	Senior Rider - East Grand Forks	\$1,000							
Subsidy for 30-Minute Service Concept (Grand Forks) ²	Fixed Route - Grand Forks				\$188,000	\$384,000			\$393,000
	Grand Forks	\$1,665,723	\$1,704,035	\$1,743,227	\$1,783,322	\$1,824,338			\$1,866,000
Fixed Route Service	East Grand Forks	\$240,932	\$246,473	\$252,142	\$257,942	\$263,874			\$270,000
Paratransit	Grand Forks	\$450,710	\$461,076	\$471,681	\$482,530	\$493,628			\$505,000
	East Grand Forks	\$54,360	\$55,610	\$56,889	\$58,198	\$59,536			\$61,000
Senior Rider	Grand Forks	\$301,275	\$308,204	\$315,293	\$322,545	\$329,963			\$338,000
	East Grand Forks	\$41,485	\$42,439	\$43,415	\$44,414	\$45,435			\$46,000
	Operations Subtotal	\$2,760,485	\$2,817,838	\$2,882,648	\$3,136,949	\$3,400,775			\$3,479,000

Recommendation Description	Service/Area	Operating/Capital Cost by Year							Illustrative Projects
		Short-Term		Mid-Term			Long-term		
		2012	2013	2014	2015	2016	2017+		
Capital									
Convert from Flag to Designated Stop Format	Fixed Route - Grand Forks Fixed Route - East Grand Forks		\$74,400 \$20,000 \$180,000						
Bus Washer									\$120,000
Fare Card Vending Machines									\$91,200
New Transit Center	Fixed Route - Grand Forks				\$600,000			\$478,000	
Fixed Route Bus Replacements*	Grand Forks East Grand Forks								
Demand-Response Vehicle Replacements ³	Grand Forks East Grand Forks	\$37,200	\$78,800	\$121,500 \$130,000	\$41,800 \$83,600	\$43,000 \$43,000			
Maintenance Garage/Administration Rehabilitation/ Expand Vehicle Storage									\$5,500,000
Non-Revenue Vehicle Replacement							\$38,000	\$20,000	\$2,000,000
UND Shuttle Vehicle Replacement with Hybrids ⁴									\$3,150,000
Purchase Fare Collection System for Demand-Response Vehicles									\$90,000
Purchase Badge System for Bus Garage Security ⁵		\$13,000	\$13,000	\$13,500	\$13,500	\$14,000			
Major Bus Rehab for Campus Connector Route			\$30,000						
Downtown MTC Rehabilitation and Upgrades			\$900,000	\$1,150,000					\$200,000
One Call -1 Click Center ⁶									
Fixed Route Vehicle Additions			\$481,000				\$600,000		\$500,000
Sidewalk Construction Promoting Transit Access (East Grand Fork)									\$48,000
East Grand Forks Bus Shelters									\$11,651,200
Capital Purchases Subtotal		\$50,200	\$1,777,200	\$1,452,000	\$1,376,900	\$598,000			
Total Annual Operating Plus Capital		\$2,810,685	\$4,595,038	\$4,334,648	\$4,513,849	\$3,998,775	\$3,479,000		
Available Operating/Capital Funds		\$3,596,188	\$4,859,259	\$5,291,719	\$3,711,855	\$3,482,615			
Surplus/Deficit In Year									
Fixed Route		\$421,600	\$722,979	\$1,720,882	\$931,089	\$426,847			
Demand-Response		\$391,550	\$354,392	\$313,559	\$301,358	\$289,440			

Recommendation Description	Service/Area	Operating/Capital Cost by Year							Illustrative Projects
		Short-Term		Mid-Term			Long-term		
		2012	2013	2014	2015	2016	2017+		
Funding by Jurisdiction (Fixed Route)									
Local	Grand Forks	\$1,007,118	\$987,200	\$1,016,800	\$1,070,800	\$1,102,900			
	East Grand Forks	\$55,200	\$169,100	\$71,000	\$73,100	\$75,300			
State	North Dakota	\$122,161	\$439,187	\$577,873	\$249,770	\$249,770			
	Minnesota	\$104,600	\$108,200	\$111,400	\$114,800	\$118,200			
Federal		\$1,266,464	\$2,246,600	\$2,416,700	\$1,182,500	\$933,800			
Total Funding		\$2,555,543	\$3,950,287	\$4,193,773	\$2,690,970	\$2,479,970			
Funding by Jurisdiction (Demand-Response)									
Local	Grand Forks	\$601,400	\$306,500	\$315,700	\$325,100	\$334,900			
	East Grand Forks	\$21,600	\$24,000	\$49,100	\$42,120	\$34,800			
State	North Dakota	\$73,481	\$90,232	\$104,946	\$107,045	\$107,045			
	Minnesota	\$42,500	\$44,200	\$45,500	\$46,900	\$48,300			
Federal		\$301,664	\$444,040	\$582,700	\$499,720	\$477,600			
Total Funding		\$1,040,645	\$908,972	\$1,097,946	\$1,020,885	\$1,002,645			

Notes:

- 1 - Costs for operations and capital purchases are increased by 2.3% per year after 2012 to reflect estimated inflation costs
- 2 - Estimated service cost is \$200,000 in 2012 dollars, less 10.2% farebox return. Cost of service is increased 2.3% per year to account for estimated inflation.
- 3 - Assumes New Freedom funds equivalent to one demand-response vehicle would be available each year. Two of six existing vehicles purchased using New Freedom grant funds.
- 4 - Local share of funding to match federal grant is committed from UND.
- 5 - Federal funding is from 1% of federal formula funds reserved for safety and security projects (approximately \$10,000 annually). Estimated project cost is \$76,000. Approximately \$24,000 would be covered by funds that have already been set aside for safety/security.
- 6 - Center intended to serve as statewide/regional resource. Local share of costs estimated to be \$30,000.

*. The cost is stated in 2012 dollars. When the purchase is made the cost will be different due to year of expenditure.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held September 19, 2013 at 5:00 P.M.

Present: Brickson, Ogden, Tweten

Absent: Quirk

It was moved by Commissioner Tweten seconded by Commissioner Ogden that the minutes of the previous meeting of September 5, 2013 be approved as read.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$969,372.38.

Voting Aye: Brickson, Ogden, Tweten

Voting Nay: None

Commissioner Quirk now entered the meeting.

It was moved by Commissioner Ogden seconded by Commissioner Tweten to approve Change Order #1 for the 2012 Miscellaneous project in the amount of \$1,252.00

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Ogden to adjourn to the next regular meeting on October 3, 2013 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

Anna Hearn
Deputy Sec'y

Request for Council Action

Date: 10/2/2013

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: Winter Equipment Lease

Background: The Public Works Department leases a motor grader for snow removal each year. I'm acquiring quotes from three vendors, and will bring quotes and recommendation to the next work session.

10/10/13

After reviewing the quotes, I recommend to lease a motor grader from Butler Machinery.

City of East Grand Forks

Jason Stordahl

Snow rates for this upcoming season are as follows

140AWD Motor Grader \$1,345 per month plus \$57@hour

Snow wing add \$ 890 per month plus \$12 @ hour

Minimum 4 month Guarantee

Thank you

A handwritten signature in black ink, appearing to read "Clay Smaaladen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Clay Smaaladen

Butler Machinery Company

**ASC Construction Equipment
USA, INC.**

Fargo, ND Branch

3739 38th ST Fargo, ND 58102 T 701-250-4882 F 701-250-7017

October 3, 2013

City of East Grand Forks, MN
Attn.: Honorable Commissioners

The rental of a Volvo G946 AWD motor grader with a Falls snow wing.

Rental Rate \$2,565.00 per month, plus \$66.00 per hour usage.

Minimum 4 month rental.

Based on Availability.

Thank you,

Ron Arth
ASC Volvo
Fargo, ND
701-425-7003



Rental Agreement

GF594328

RDO EQUIPMENT CO. 6565 Gateway Drive, Grand Forks, ND 58203
 Phone: (701) 772-4842 Fax: (701) 772-9620

Invoice To:

CITY OF EAST GRAND FORKS (Lessee)
 600 DEMERS AV.
 EAST GRAND FORKS, MN 56721
 ID: 8000126

Location of Use:

EAST GRAND FORKS MN
 POLK
 119

The following equipment, term, start, and end dates are all approximated and subject to change. RDO Equipment Co. reserves the right to replace equipment with "like" equipment at any time. **Applicable taxes to apply.**

Year/Make/Model	Serial Number	#	Term	Rate	Start	Est. End	Retail
△ 2011 JOHN DEERE 872G	1DW872GXTBE637333	6	Monthly	\$3,950.00	11/18/2013	05/05/2014	\$275,000.00
Total rate for all equipment per term				\$3,950.00			
Estimated Taxes				\$0.00			
Estimated Total Per Term (Approx)				\$3,950.00			

TERMS & CONDITIONS OF RENTAL AGREEMENT

RDO Equipment Co. ("RDO") agrees to rent equipment, motor vehicles, and other personal property ("Equipment") to Lessee only upon the following terms and conditions:

- The rental rate for Equipment covers normal use only not to exceed 8-hours/1day, 40 hour/week, or 160 hours/month, based on 20 working days. Any excess use will be prorated against the appropriate rate and charged to the Lessee. If Equipment is operated on a job site deemed to be severe conditions, including but not limited to sites containing rock, which causes excessive wear and tear a surcharge of 25% of the normal rental rate will be added to said normal rate, and be the responsibility of Lessee. Lessee shall still be responsible for any damages to rental Equipment used on a site containing rock, in addition to the rock surcharge. The Equipment will be transported to and from RDO's place of business at Lessee's expense. Rental begins when items are delivered to Lessee and continues until items are picked up by or returned to an RDO location of RDO's choice. Equipment must be checked in at the office during normal business hours. No allowance will be made for holidays, time in transit or any prior time the Equipment may not be in actual use while in Lessee's possession.
- INSURANCE REQUIREMENTS** (Notice about your financial responsibility and optional loss damage waiver) Prior to renting the following minimum insurance requirements must be met. RDO must receive a current "Certificate of Insurance" naming it as "Certificate Holder" or "Additional Insured" for general liability (Mandatory) with limits of liability not less than \$500,000 combined single limit per occurrence (bodily injury including death and property damage) unless greater liability limits are specified, and as "Certificate Holder" or "Loss Payee" for physical damage for the full value of the Equipment. Most customers, for convenience, issue one certificate covering their policy period stating "all sites and operations" instead of obtaining a new certificate for each individual rental. Should Lessee not provide RDO with physical damage insurance coverage, a Loss Damage Waiver fee of 14% of the rental charge will be assessed. If there are damages to the Equipment, and the Loss Damage Waiver fee for physical damage coverage applies, coverage is subject to a \$3,000 per occurrence deductible which Lessee is liable for. However, LOSS DAMAGE WAIVER will not protect Lessee if: (a) Damage is from willful, wanton, reckless or intentional conduct; (b) Damage is from lack of lubrication or maintenance of necessary oil, water, and air pressure levels; (c) Damage or loss is a result of overloading or exceeding the rated capacity of the Equipment; (d) Damage is from natural disaster. The damage waiver DOES NOT cover bodily injury or other property damage claims.
- Unless otherwise required by RDO, Lessee shall pay the rental sums due as follows: net payment to be received by RDO within thirty (30) days from date of RDO invoice. Lessee agrees that RDO can charge invoices to a credit card, Farm Plan, or PowerPlan account on file with RDO. Should Lessee fail to pay any part of the sum or any other sum required by Lessee to be paid to RDO within thirty (30) days from date of invoice, all past due amounts shall bear a finance charge at the rate of one percent (1.0%) per month. North Dakota law, including the laws governing interest and usury, shall be applicable to this Rental Agreement and shall govern the monthly periodic rate and corresponding annual percentage rate. If for any reason it is determined by a court of competent jurisdiction that a different usury or interest law is deemed applicable, the monthly periodic rate and corresponding annual percentage rate shall be the maximum non-usurious rate of interest applicable to any entity such as Lessee in the applicable jurisdiction. Further, if for any reason it is determined by a court of competent jurisdiction that the law of: (i) the State of Arizona is applicable, then it is expressly agreed that A.R.S. § 44-6002 shall apply.

Request for Council Action

Date: 10/1/2013

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 Pump Replacement Lift 16

Per our annual pump replacement schedule both pumps at lift station 16 are to be replaced this year. There are sufficient funds available in our wastewater fund to cover the expense.

I received the following quotations for two new pumps:

Electric Pump \$6,882.02

MN Pump Works \$5,993.00

(Both above prices are after trade in of current pumps.)

Recommendation: Purchase two new pumps from Minnesota Pump Works, to be installed at lift station 16. Declare our two used pumps from lift 16 as surplus.

QUOTATION



201 4th Ave SW
New Prague, MN 56071 USA

Telephone: (952)758-6600 / FAX (952)758-7778
Toll Free 1-800-536-5394

www.electricpump.com

QUOTE NUMBER: 0164757
QUOTE DATE: 7/24/2013
REQUESTED DATE: 8/24/2013

SALESPERSON: JEFF JANIKSELA
CUSTOMER NO: 0012080
QUOTED BY: MKH
LS #16 PUMPS

QUOTED TO:
CITY OF EAST GRAND FORKS
1001 2ND STREET NE
EAST GRAND FORKS, MN 56721

JOB LOCATION:
CITY OF EAST GRAND FORKS
1001 2ND STREET NE
EAST GRAND FORKS, MN 56721

CONFIRM TO:
BERT ROBERTS 218-773-1313

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA BEST WAY	F.O.B.	TERMS NET 30 DAYS
---------------	----------------------	--------	----------------------

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
RE: REPLACEMENT PUMPS FOR LS #16 ORIGINAL DESIGN CONDITION OF 150 GPM @ 30' TDH						
DEAR BERT, THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU REPLACEMENT PUMPS FOR YOUR LIFT STATION #16 ELECTRIC PUMP PROPOSES:						
0030851832009	EACH	2.00	0.00	0.00	3,183.96	6,367.92
FLYGT MODEL 3085 N462 IMPELLER 3HP/200V/3PH, 50', FV, GPH						
*DISCOUNT	EACH	2.00-	0.00	0.00	500.00	1,000.00-
TRADE-IN FOR CUSTOMERS EXISTING 3085 PUMPS						
*INSTALL	EACH	1.00	0.00	0.00	1,071.40	1,071.40
INCLUDES INSTALL AND CERTIFIED START UP OF 3085 PUMPS, ONE YEAR SERVICE CHECK, O&M MANUALS WITH PARTS LIST, AND STANDARD 5 YEAR WARRANTY						

NOTE: ONE YEAR SERVICE CHECK TO BE PERFORMED WHEN
WE ARE IN THE AREA (NOT A SPECIAL TRIP)

FREIGHT IS ADDITIONAL. ESTIMATE: \$250.00

DELIVERY: 9-10 WEEKS AFTER RECEIPT OF ORDER.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US.

SINCERELY--MYRA HOFFMAN 800-211-6432
CC: JEFF JANIKSELA 612-867-6219

Net Order:	6,439.32
Less Discount:	0.00
Freight:	0.00
Sales Tax:	442.70
Order Total:	6,882.02

ABOVE PRICING EFFECTIVE FOR 30 DAYS



P: 855-228-6383
F: 866-961-5085
Email: jessicaw@minnesotapumpworks.com

Bid Date: 9/20/13
To: City of East Grand Forks, MN

In reference to the above project, Minnesota Pump Works is pleased to submit the following pricing for your review.

Lift Station #16 Pump Replacements:

- Qty 2:** XFP100C CB1 PE28/4C ABS Submersible Pump 3.75HP/208V/3Phase, 1750RPM, 4" Discharge to perform **150GPM @ 30'TDH** with 49' Cable
- Qty 2:** ABS 4" Discharge Bracket to convert elbow to ABS from Flygt
- Qty 1:** Lot of Miscellaneous Installation, Start Up and One Year Service Check
- Qty 1:** **5 Year Pro-Rated Warranty**

Total Quote with Trade-In:	\$5,993.00 plus freight & tax
Total Quote without Trade-In:	\$7,990.00 plus freight & tax

Note: Anything not specifically listed in above quote will not be provided.

Lead Time: 1 week – 2 Pumps currently in stock in Connecticut. If in stock pumps are sold to a different customer before order is placed then 8 – 10 weeks from factory.
FOB: Factory
Taxes: If exempt, certificate required

Please feel free to call with any questions.

Sincerely,
Jessica L. Wambold
Project Estimator/Project Manager
jessicaw@minnesotapumpworks.com

RESOLUTION NO. 13 – 10 - 103

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

WHEREAS, the City of East Grand Forks, Minnesota, desires to adjust some of the City fees and charges presently in effect;

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fees and charges in the right hand column are hereby approved and adopted, to be effective September 30, 2013;

	<u>Current</u>	<u>Proposed</u>
Snowplow Sam		\$ 25.00
Basic Skating	\$ 75.00	\$ 75.00
Freestyle	\$ 100.00	\$ 100.00
Synchro	\$ 250.00	\$ 275.00
Privates	\$ 100.00	\$ 100.00
USFSA Insurance	\$ 12.00	\$ 12.00
Mites	\$ 65.00	\$ 75.00
Pnuts & 8U Girls	\$ 165.00	\$ 175.00
Squirts & 10U	\$ 220.00	\$ 225.00
PeeWee & 12U	\$ 360.00	\$ 375.00
Bantam & 14U	\$ 360.00	\$ 375.00
Family Cap	\$ 630.00	\$ 650.00
Mite, Pnut Clinic	\$ 40.00	\$ 40.00
8U clinic	\$ 40.00	\$ 40.00
Squirts & up	\$ 50.00	\$ 40.00
10U & up	\$ 50.00	\$ 40.00

LET IT BE FURTHER RESOLVED, Skaters can be in Basic and Synchro; or Freestyle and Synchro; and will only be required to pay the Synchro fee.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: October 15, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th day of October, 2013.

Mayor

RESOLUTION NO. 13- 10- 104

CORPORATE AUTHORIZATION RESOLUTION

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

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

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

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

Name and Title	Signature
(A) Lynn Stauss, Mayor	_____
(B) David Murphy, City Administrator	_____
(C) Megan Nelson, Executive Assistant	_____
(D) Terry Knudson, Accounting Technician	_____
(F) Karla Anderson, Finance Director	_____
(F) Lynda Katka, Accounting Technician	_____

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

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: October 15, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of October, 2013.

Mayor

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**TEAMSTERS, LOCAL NO. 120
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS**

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 Teamsters Local Number 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as UNION. 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 agreements; and
- Section 1.2 To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement.

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 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under the laws of the State of Minnesota.
- 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 EMPLOYEE: A member of the bargaining unit.
- Section 2.5 IMMEDIATE FAMILY: 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.
- Section 2.6 UNION: The exclusive representative, Teamsters Local 120, affiliated with the International Brotherhood of Teamsters.
- Section 2.7 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.8 WORKING HOURS(S): The HOURS in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: CERTIFICATION AND RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees of the City of East Grand Forks Public Works Department and Parks and Recreation Department who work more than 14 hours per week, or, thirty five (35) percent of the normal work week, and more than 67 working days per year, in the following job classifications:

Custodian
Park Maintenance Worker
Equipment Operator
Mechanic
Truck Driver
Storm Water Operator
Waste Water Operator
Waste Water Maintenance Helper
Public Works Foreman

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: MANAGEMENT RIGHTS

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; and to perform any inherent managerial functions 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.

ARTICLE 5: UNION RIGHTS

Section 5.1 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 to the UNION. The UNION shall, furnish the EMPLOYER with a list of those EMPLOYEES who are certified as members of said UNION.

Section 5.2 Steward and Representative

The UNION may designate two EMPLOYEES from the bargaining unit to act as steward and representative and shall inform the EMPLOYER in writing of such choices and any changes in such choices.

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purpose 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, except as pertains to UNION elections, nor shall such notices be 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 Representative

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 UNION representatives and of their successors when so designated.

Section 6.3 Processing a Grievance

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 1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE 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 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. 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. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the rules established by the Minnesota Bureau of Mediation Services.

If a grievance is validly appealed to this step and the parties mutually agree in writing, the grievance may be submitted to Minnesota Bureau of Mediation Services for mediation prior to arbitration.

Section 6.5 Arbitrators 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.

ARTICLE 7: 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 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave

An EMPLOYEE may be granted a maximum of three (3) WORKING DAYS for funeral leave 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 EMPLOYEE'S designated supervisor for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave of absence when called for jury duty or subpoenaed as a witness. EMPLOYEES will be paid by the EMPLOYER the difference of their hourly wage listed in Schedule A and the amount received as a juror (less any amount received for mileage or expense allowance) while serving on jury duty.

Section 8.3 Other Leaves

An EMPLOYEE may request a leave of absence without pay. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the EMPLOYEE'S designated supervisor. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the EMPLOYEE'S designated supervisor 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 leaves of absence of more than fifteen (15) DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) DAYS.

Section 8.4 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 (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year.

ARTICLE 9: DISCHARGE OR SUSPENSION

Section 9.1 The Employer will discipline for just cause only. Written reprimands, suspensions, demotions, and discharges will be in written form. The UNION will be provided a copy of all written disciplinary actions.

Section 9.2 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 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 9.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 6 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 pay up to \$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 10.1.2 Dependent (Family Coverage). Effective January 1, 2013, the EMPLOYER shall pay up to \$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 10.1.3 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.

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 Minnesota State Retirement System Health Care Savings Plan

Subsection 10.3.1. Beginning in 2009, all full time EMPLOYEES eligible for severance pay for unused vacation and sick leave under this Agreement shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Health Care Savings Plan.

Subsection 10.3.2 Beginning in 2009, all eligible EMPLOYEES will contribute the dollar equivalent of 100% of all unused and banked sick leave hours in excess of 1,280 and/or 3% of unused and banked sick leave, up to and including 1,280 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 10.3.3 The EMPLOYER'S responsibility will be to process the initial EMPLOYEE enrollment in the plan and to forward the appropriate EMPLOYEE contributions to MSRS in the manner required and approved by MSRS.

ARTICLE 11: HOLIDAYS

Section 11.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday*
Memorial Day
Fourth of July
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve*
Christmas Day
New Year's Eve*
(2) Floating Holidays

*These holidays are four (4) hours in length commencing after completion of 4 WORKING HOURS.

Each employee shall receive one day's 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. 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 11.2 Floating Holiday

The two (2) floating holidays may be used at the EMPLOYEE'S discretion, but only with the EMPLOYER'S approval. The request to use the floating holidays must be made to the EMPLOYER at least one (1) day prior to the date requested.

Each employee shall receive one days 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.

Section 11.3 Legal Holiday Pay

- A. 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.
- B. Employees shall be paid their current hourly rate of pay times eight hours for each holiday.
- C. If Independence Day or Veteran's Day falls on a Saturday, the preceding Friday shall be the holiday.
- D. If Independence Day or Veteran's Day falls on a Sunday, the following Monday shall be the holiday.
- E. If New Year's Day or Christmas Day falls on a Saturday, the preceding Friday shall be the holiday. and Christmas Eve and New Year's Eve as herein before defined and limited in Section 1 of this Article shall be taken on the preceding Thursday.

- F. If New Year's Day or Christmas Day falls on a Sunday, the following Monday shall be the holiday and Christmas Eve and New Year's Eve as hereinbefore defined and limited in Section 12.1 of this Article shall be taken on the preceding Friday

Section 11.4. Work Performed on Holiday

If an EMPLOYEE is required to work on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their hourly wage listed in Schedule A in addition to their holiday pay or receive compensatory time as provided in Article 22.

ARTICLE 12: VACATIONS

Section 12.1 Eligible Employees and Accrual

All full time EMPLOYEES hired before April 1, 2010 will be eligible for an annual paid vacation, at their regular rate of compensation, 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	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 April 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 12.2 Separation of Employment

The person designated to receive the payment as a result of the death of an EMPLOYEE will be the person named by the EMPLOYEE as beneficiary of such policy. Such beneficiary shall be named by the EMPLOYEE, in a written statement on a form provided by the EMPLOYER, designating the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds will be paid to their personal representative. In computing pay or entitlement, the length of service will be based upon the anniversary date the EMPLOYEE commenced employment.

Section 12.3 Selection

If EMPLOYEES in the same job classification request vacation for the same day(s), the most senior EMPLOYEE shall have first choice of vacation.

Section 12.4 Vacation Carried

No more than one hundred sixty (160) hours of vacation may be carried over into the following year unless otherwise approved by the EMPLOYER.

ARTICLE 13: SICK LEAVE

Section 13.1 Accumulation of Compensation

Subsection 13.1.1 Sick leave shall be accumulated at the rate of eight (8) HOURS per calendar month of service with unlimited accumulation of hours. Compensation under this Article will be at the EMPLOYEE'S hourly wage listed in Schedule A.

Subsection 13.1.2 Only WORKING DAYS shall be counted when computing sick leave.

Section 13.2 Proof of Illness

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 13.3 Worker's Compensation

When an EMPLOYEE is eligible for worker's 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 their sick leave is exhausted or until worker's 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, 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 13.4 Family Illness

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 13.5 Accumulation While on Leave

EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 13.6 Separation of Employment

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired before January 1, 2004 shall be paid 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 hourly wage 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 April 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 13.7 Beneficiary

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 for the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.8 Sell Back

At the EMPLOYEE'S option, an EMPLOYEE hired before April 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 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 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.

Section 13.9 Sick Leave Donation

An Employee may, on a voluntary basis, donate accumulated sick leave days to a co-worker after said co-worker has exhausted his sick leave due to an illness or injury. The donor employee must maintain ninety (90) days in their bank and the recipient cannot receive more than thirty (30) days per illness or injury. Employees are not eligible to participate until their probationary period is complete. An EMPLOYEE who is the recipient of sick leave donation must have completed their probationary period in full-time service in a sick-leave accruing position. Once the EMPLOYEE has exhausted accrued and donated sick leave, the EMPLOYEE is not eligible for for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

ARTICLE 14: HOURS OF WORK

Section 14.1 Consecutive Hours of Work

The normal work DAY for full-time EMPLOYEES will be 7:00 AM to 3:30 PM or 8:00 AM to 4:30 PM, Monday through Friday, with a one-half hour unpaid meal break and two fifteen minute rest breaks. Service to the public may require work schedules for full-time EMPLOYEES of consecutive work HOURS different from the normal WORKING DAY or work week.

ARTICLE 15: WAGE SCHEDULE

Section 15.1 Wage Schedule

EMPLOYEES shall be compensated in accordance with the wage schedule attached to this Agreement entitled Schedule A, which is incorporated herein by reference and shall be considered part of this Agreement.

Section 15.2 New Classification

When any new position, not listed on the wage schedule is established, the EMPLOYER may establish a job classification and wage schedule for the position. In the event the UNION does not agree that the wage schedule is proper, it shall have the right to negotiate the schedule for the new position.

Section 15.3 Daily Guarantee

An EMPLOYEE who is scheduled to report for work and who is in attendance for work as scheduled shall be assigned to at least four (4) WORKING HOURS or granted four (4) hours pay at the appropriate rate, whichever is applicable.

ARTICLE 16: OTHER PAY

Section 16.1 Hours of Overtime

Full-time employees will be paid overtime at one and one-half times their hourly wage listed in Schedule A when assigned by the EMPLOYER to work in excess of their scheduled shift.

For the purpose of this Agreement, a workweek shall start at 00:01 a.m. Monday morning and shall run until 12:00 p.m. of the following Sunday evening.

Section 16.2 Equal Distribution

Overtime work shall be distributed equally as practicable to EMPLOYEES working within the same job classification. The distribution of overtime shall be equalized over each six (6) month period beginning on the first day of the calendar month following the effective date of this Agreement.

Section 16.3 Method of Distribution

On each occasion, the opportunity to work overtime shall be offered to the EMPLOYEE within the job classification who has the least number of overtime hours to their credit at that time for the calendar year. If this EMPLOYEE does not accept the assignment, the EMPLOYEE with the next fewest number of overtime HOURS to their credit shall be offered the assignment. This procedure shall be followed until the required number of EMPLOYEES have been selected for overtime work. Any EMPLOYEE who is eligible to work overtime hours and refuses to work such hours will be credited with such overtime hours for the purposes of this section. EMPLOYEES hereunder shall not be required to suspend work during regular hours to absorb overtime.

Section 16.4 Record of Hours

A record of the overtime hours worked by each EMPLOYEE shall be posted on the department bulletin board monthly.

Section 16.5 Holiday Hours

For the purpose of computing overtime, all holiday hours shall be regarded as HOURS worked.

Section 16.6. Call Back or Extension of Shift

Employees called to work at a time other than their scheduled shift shall be paid a minimum of three (3) hours at one and one-half times their hourly wage listed in Schedule A. An extension of or early report to a scheduled shift does not qualify for this minimum.

Section 16.7 On Call Pay

Waste Water Operators required to be on call by the EMPLOYER during non-WORKING HOURS and EMPLOYEES temporarily required to be on call to respond to calls relating to such operators' duties during non-WORKING HOURS shall be paid \$1.00 per hour for each hour the EMPLOYEE is on call. This section does not apply to the Public Works Foreman.

Section 16.8 Boiler's License Pay

EMPLOYEES with a valid State of Minnesota issued boiler's license will receive the following payments:

- A. A \$250 lump sum payment if the EMPLOYEE had a boiler's license in 2012. A maximum of two EMPLOYEES will receive this payment
- B. A \$750 lump sum payment in 2013 if the EMPLOYEE has a boiler's license in 2013. A maximum of two EMPLOYEES will receive this payment.
- C. A maximum lump sum payment of \$200 to apply, prepare for and take the boiler's license test if requested by the EMPLOYER to take the test. The EMPLOYER will only pay this payment one time for an EMPLOYEE while employed with EMPLOYER.

ARTICLE 17: SENIORITY

Section 17.1 Probationary Employees

New EMPLOYEES hired in the bargaining unit shall be considered as probationary EMPLOYEES for the first six (6) months of their employment. When an EMPLOYEE finishes the probationary period, they shall be entered on the seniority list and credited as of their first date of hire.

Section 17.2 Posted List

The seniority list on the date of this Agreement will show the name and job titles of all EMPLOYEES of the unit entitled to seniority. The EMPLOYER will keep the seniority list current and posted.

Section 17.3 Loss of Seniority

An EMPLOYEE shall lose their seniority for the following reasons only: (1) the EMPLOYEE resigns; (2) the EMPLOYEE is discharged for cause and the discharge is not reversed by the procedure set forth in this Agreement; (3) the EMPLOYEE is absent for five (5) consecutive work DAYS without notifying the EMPLOYER. In proper cases, exceptions shall be made; (After such absence, the Employer will send written certified notification to the employee at their last known address that they have lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure,4) the EMPLOYEE does not return to work when they are recalled from being laid off as set forth in the lay off procedure. In proper cases, exceptions shall be made; and (5) an employee is expected to return to work from sick leave or a leave of absence, but fails to do as such.

Section 17.4 Job Preference

Seniority shall be the determining criterion for job classification and duty assignments only when all job relevant qualifications between EMPLOYEES are equal.

ARTICLE 18: LAY OFF AND RECALL

EMPLOYEES will be laid off based on job classification seniority. EMPLOYEES and the UNION will be given seven (7) DAYS advance notice prior to layoff.

When EMPLOYEES are recalled from layoffs, the EMPLOYEES will be recalled from the layoff based on job classification seniority. In such case, the notice of recall will be sent to the laid off EMPLOYEE'S last known address by registered/certified mail. EMPLOYEES will then be given seven (7) DAYS after receipt of the recall notice to return to work. Failure of an EMPLOYEE to report within the seven (7) DAY period will terminate the EMPLOYEE'S recall rights.

ARTICLE 19: PROMOTIONS

Section 19.1 Filling of Vacancies

Vacancies in bargaining unit positions shall be filled as reasonably practicable from among persons holding positions in the classified service. Promotional examinations shall be open to all permanent or probationary EMPLOYEES in the classified service. Promotions shall be based on

merit and fitness, to be ascertained by competitive examinations in which the EMPLOYEE'S seniority, ability, efficiency, character, conduct, and experience shall constitute factors.

Section 19.2 Posting of Vacancies

All job vacancies will be posted for ten (10) DAYS setting forth the procedures for application.

Section 19.3 Probationary Period

EMPLOYEES promoted shall be granted a six (6) month probation period to determine the following: (1) their desire to remain on the job; and (2) their ability to perform the job. During the probationary period the EMPLOYEE shall have the right to return to their former position and wage without loss of seniority or other benefits.

Section 19.4 Unable to Perform

If the EMPLOYER determines that the EMPLOYEE is not able to perform or fill the position to which they have been promoted, the notice and reason for such determination shall be submitted to the EMPLOYEE in writing and a copy to the UNION.

Section 19.5 Temporary Assignment

EMPLOYEES assigned by the EMPLOYER to work in different job classifications shall be paid the rate of pay for that job classification for the assignment for the duration of the assignment, except for park maintenance worker assignments to park foreman or wastewater operator II's assignments to wastewater operator I. This means that EMPLOYEES working out of class into a higher classification will be paid at the rate of pay for the higher classification for the specific number of WORKING HOURS for which they are assigned and required to work out of classification. EMPLOYEES assigned to work out of class at a lower classification shall not be paid less than the rate of pay for their particular classification. In the event that the EMPLOYER decides to temporarily re-assign an EMPLOYEE to work in a non-driving classification because of a loss of driving privileges, the EMPLOYEE shall be paid at the rate of the temporary classification.

ARTICLE 20: FOOTWEAR ALLOWANCE

One hundred dollars (\$100.00) each calendar year 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 two and one-half times the cap for the calendar year.

ARTICLE 21: SAFETY AND HEALTH

Section 21.1 OSHA

As required by the Occupational Safety and Health Act (OSHA) of 1970, as amended, the EMPLOYER shall make provisions for the safety and health of its EMPLOYEES during the hours of employment. Protective devices (both personal and mechanical) and protective clothing as required by the Act shall be provided for and maintained by the EMPLOYER. Any item furnished by an EMPLOYEE or EMPLOYER is the responsibility of the EMPLOYEE.

Section 21.2 Cooperation

The UNION and the EMPLOYER agree that they will cooperate in the enforcement of any safety and health standards and rules that may be established by the EMPLOYER to comply, with State, Federal or other legal regulations.

Section 21.3 Safety and Training Requirements

All EMPLOYEES required to attend any safety meetings or safety training meetings as required by the EMPLOYER and to abide by all safety rules and regulations established by the EMPLOYER. Time spent in EMPLOYER safety meetings will be paid at the EMPLOYEE'S wage listed in Schedule A.

Section 21.4 Safety Committee

A Safety Committee consisting of a representative from the City Council and duly appointed representative from the following departments: Maintenance, Sewage, Street and Water and Light shall meet not less than once monthly for the purpose of reviewing accident records and making recommendations to improve the safety and health program.

Section 21.5 Physical Exams

All EMPLOYEES required to have a physical or exam as a condition of employment shall have the cost of such physical or exam paid in full by the EMPLOYER.

ARTICLE 22: COMPENSATORY TIME

EMPLOYEES may earn compensatory time in lieu of overtime pay at the EMPLOYEE'S option. If EMPLOYEES elect compensatory time in lieu of overtime pay, they will receive one and one-half (1-1/2) hours of compensatory time for each hour of overtime that they elect to take as compensatory time. EMPLOYEE may not accumulate more than eighty (80) banked hours of compensatory time. EMPLOYEES may use compensatory time by mutual agreement between the EMPLOYEE and EMPLOYER. All accumulated compensatory time in will be paid off as of October 31st of each year.

ARTICLE 23: 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 24: 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 the 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 this _____ DAY of _____, 200_____

City of East Grand Forks

Teamsters Local No. 120

By: _____
Mayor

By: *Brian Powell*
Business Agent/Representative

Dated: _____

Dated: 9-17-13

By: _____
City Administrator/Clerk-Treasurer

By: *My Wh*
Steward

Dated: _____

Dated: 9/17/13

By: *John A. [Signature]*
~~Secretary-Treasurer~~ *Trustee*

Dated: 9/23/13

SCHEDULE A

EMPLOYEES shall be compensated according to the schedule that follows on the next page.

Commencing January 1, 2013, each EMPLOYEE not at 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. EMPLOYEES will receive a minimum one percent salary increase 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 anniversary date for all employees hired before April 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.

Teamsters Local No. 120 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

Job Classification	Pay Grade
Custodian	6
Truck Driver	9
Equipment Operator	10
Parks Maintenance Worker	9
Waste Water Operator	12
Storm Water Operator	12
Mechanic	12
Public Works Foreman	14

Request for Council Action

Date: October 3, 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 Assessment Roll - 2012 Assessment Job No. 4- Utilities and Street Construction

Background:

I would like to file the assessment roll for the above reference project and set the date for the public hearing. At the present time, there is only one property owner and that is Crary Development Inc.

Recommendation:

Approve assessment roll and set date for public hearing

Enclosures:

Assessment roll

ROLL

2012 Assessment Job Number 4
Riverview 10th Addition
EAST GRAND FORKS, MINNESOTA

PARCEL No.	OWNER	DESCRIPTION	Storm Sewer Square FOOTAGE	\$ SQ FT BENEFIT	Watermain FRONT FOOTAGE	\$ FRONT BENEFIT	Sanitary Sewer FRONT FOOTAGE	\$ FRONT BENEFIT	Street Construction FRONT FOOTAGE	\$ FRONT BENEFIT	TOTAL ASSESSMENT BEFORE INTEREST
RIVERVIEW 10TH ADD											
R 83.04400.00	CRARY DEVELOPMENT INC	Lot-001 Block-001	10,647.46	\$1,505.80	78.00	\$1,783.64	78.00	\$2,756.99	78.00	\$6,821.73	\$12,868.16
R 83.04401.00	CRARY DEVELOPMENT INC	Lot-002 Block-001	10,684.72	\$1,511.07	78.00	\$1,783.64	78.00	\$2,756.99	78.00	\$6,821.73	\$12,873.43
R 83.04402.00	CRARY DEVELOPMENT INC	Lot-003 Block-001	10,652.62	\$1,506.53	78.00	\$1,783.64	78.00	\$2,756.99	78.00	\$6,821.73	\$12,868.89
R 83.04403.00	CRARY DEVELOPMENT INC	Lot-004 Block-001	10,643.64	\$1,505.26	78.00	\$1,783.64	78.00	\$2,756.99	78.00	\$6,821.73	\$12,867.62
R 83.04404.00	CRARY DEVELOPMENT INC	Lot-005 Block-001	10,634.67	\$1,503.99	78.00	\$1,783.64	78.00	\$2,756.99	78.00	\$6,821.73	\$12,866.35
R 83.04405.00	CRARY DEVELOPMENT INC	Lot-006 Block-001	10,625.75	\$1,502.73	76.50	\$1,749.34	76.50	\$2,703.97	76.50	\$6,690.55	\$12,646.59
R 83.04406.00	CRARY DEVELOPMENT INC	Lot-007 Block-001	22,885.12	\$3,236.49	115.21	\$2,634.53	115.21	\$4,072.22	115.21	\$10,076.05	\$20,019.29
R 83.04407.00	CRARY DEVELOPMENT INC	Lot-008 Block-001	26,930.12	\$3,808.54	108.54	\$2,482.01	108.54	\$3,836.46	108.54	\$9,492.71	\$19,619.72
R 83.04408.00	CRARY DEVELOPMENT INC	Lot-009 Block-001	12,239.01	\$1,730.88	80.06	\$1,830.75	80.06	\$2,829.81	80.06	\$7,001.90	\$13,393.34
R 83.04409.00	CRARY DEVELOPMENT INC	Lot-010 Block-001	11,883.78	\$1,680.64	80.06	\$1,830.75	80.06	\$2,829.81	80.06	\$7,001.90	\$13,343.10
R 83.04410.00	CRARY DEVELOPMENT INC	Lot-011 Block-001	11,528.54	\$1,630.40	80.06	\$1,830.75	80.06	\$2,829.81	80.06	\$7,001.90	\$13,292.86
R 83.04411.00	CRARY DEVELOPMENT INC	Lot-012 Block-001	22,720.52	\$3,213.21	115.99	\$2,652.37	115.99	\$4,099.79	115.99	\$10,144.27	\$20,109.64
R 83.04412.00	CRARY DEVELOPMENT INC	Lot-013 Block-001	18,124.31	\$2,563.20	109.00	\$2,492.53	109.00	\$3,852.72	109.00	\$9,532.94	\$18,441.39
R 83.04413.00	CRARY DEVELOPMENT INC	Lot-014 Block-001	10,937.99	\$1,546.89	80.00	\$1,829.38	80.00	\$2,827.68	80.00	\$6,996.65	\$13,200.60
R 83.04414.00	CRARY DEVELOPMENT INC	Lot-015 Block-001	11,033.99	\$1,560.46	80.00	\$1,829.38	80.00	\$2,827.68	80.00	\$6,996.65	\$13,214.17
R 83.04415.00	CRARY DEVELOPMENT INC	Lot-016 Block-001	11,130.00	\$1,574.04	80.00	\$1,829.38	80.00	\$2,827.68	80.00	\$6,996.65	\$13,227.75
R 83.04416.00	CRARY DEVELOPMENT INC	Lot-017 Block-001	11,226.00	\$1,587.62	80.00	\$1,829.38	80.00	\$2,827.68	80.00	\$6,996.65	\$13,241.33
R 83.04417.00	CRARY DEVELOPMENT INC	Lot-018 Block-001	11,302.17	\$1,598.39	80.00	\$1,829.38	80.00	\$2,827.68	80.00	\$6,996.65	\$13,252.10
R 83.04418.00	CRARY DEVELOPMENT INC	Lot-019 Block-001	7,507.98	\$1,061.80	47.16	\$1,078.42	47.16	\$1,666.92	47.16	\$4,124.53	\$7,931.67
R 83.04419.00	CRARY DEVELOPMENT INC	Lot-001 Block-002	10,411.24	\$1,472.39	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.42
R 83.04420.00	CRARY DEVELOPMENT INC	Lot-002 Block-002	10,411.24	\$1,472.39	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.42
R 83.04421.00	CRARY DEVELOPMENT INC	Lot-003 Block-002	10,411.24	\$1,472.39	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.42
R 83.04422.00	CRARY DEVELOPMENT INC	Lot-004 Block-002	10,411.24	\$1,472.39	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.42
R 83.04423.00	CRARY DEVELOPMENT INC	Lot-005 Block-002	10,411.24	\$1,472.39	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.42
R 83.04424.00	CRARY DEVELOPMENT INC	Lot-006 Block-002	12,992.59	\$1,837.45	93.93	\$2,147.92	93.93	\$3,320.06	93.93	\$8,214.94	\$15,520.37
R 83.04425.00	CRARY DEVELOPMENT INC	Lot-007 Block-002	12,991.81	\$1,837.34	93.93	\$2,147.92	93.93	\$3,320.06	93.93	\$8,214.94	\$15,520.26
R 83.04426.00	CRARY DEVELOPMENT INC	Lot-008 Block-002	10,408.66	\$1,472.03	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,543.06
R 83.04427.00	CRARY DEVELOPMENT INC	Lot-009 Block-002	10,406.92	\$1,471.78	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,542.81
R 83.04428.00	CRARY DEVELOPMENT INC	Lot-010 Block-002	10,405.17	\$1,471.53	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,542.56
R 83.04429.00	CRARY DEVELOPMENT INC	Lot-011 Block-002	10,403.43	\$1,471.29	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,542.32
R 83.04430.00	CRARY DEVELOPMENT INC	Lot-012 Block-002	10,401.68	\$1,471.04	76.00	\$1,737.91	76.00	\$2,686.30	76.00	\$6,646.82	\$12,542.07
SUBTOTAL RIVERVIEW 10TH ADD			383,404.85	\$54,222.35	2,550.44	\$58,321.49	2,550.44	\$90,147.98	2,550.44	\$223,056.73	\$425,748.55
GRAND TOTAL 2012 AJ No. 4			383,404.85	\$54,222.35	2,550.44	\$58,321.49	2,550.44	\$90,147.98	2,550.44	\$223,056.73	\$425,748.55

RESOLUTION NO. 13 – 10 – 105

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 17037 for a total of \$958.12.

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 \$958.12 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 October 15, 2013.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: October 15, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 15th of October, 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 17037 for a total of \$958.12.
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 October 15, 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: 10/9/2013 - 4:02 PM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
16982	10/15/2013	ACM001	Acme Electric Companies	67.25	0
16983	10/15/2013	ADV001	Advanced Business Methods Inc	510.83	0
16984	10/15/2013	ADV006	Advantage Signs & Graphics, Inc	794.35	0
16985	10/15/2013	ALL002	All Pro Embroidery LLC	300.00	0
16986	10/15/2013	ALL004	Allpro Interior Care Inc	85.50	0
16987	10/15/2013	ALP001	American Lifeguard Products, LLC	53.50	0
16988	10/15/2013	AME002	American Tire Service	8,254.09	0
16989	10/15/2013	AME008	American Tire Service Inc	373.24	0
16990	10/15/2013	AME005	Ameripride Linen & Apparel Services	223.54	0
16991	10/15/2013	BAK001	Baker & Taylor Co	496.69	0
16992	10/15/2013	BCA002	BCA CJTE	25.00	0
16993	10/15/2013	BER001	Bert's Truck Equipment	54,609.77	0
16994	10/15/2013	BOA001	Boardwalk Bar & Grill	543.21	0
16995	10/15/2013	BOR001	Border States Electric Supply	590.82	0
16996	10/15/2013	BRA001	Brady Martz & Associates	1,205.00	0
16997	10/15/2013	BRI003	Brite-Way Window Cleaning	60.00	0
16998	10/15/2013	BRO002	Brodart Co	280.96	0
16999	10/15/2013	BCA003	Bureau of Crim Apprehension	1,530.00	0
17000	10/15/2013	BUS002	Business Essentials	61.98	0
17001	10/15/2013	C&R001	C&R Laundry & Cleaners	27.59	0
17002	10/15/2013	GFT003	Donald Scott Cash	2,458.90	0
17003	10/15/2013	CDW001	CDW Government Inc	827.88	0
17004	10/15/2013	CHE001	Chemsearch	495.86	0
17005	10/15/2013	CHE006	Cherry Lake Publishing	908.46	0
17006	10/15/2013	COL002	Cole Papers Inc	329.35	0
17007	10/15/2013	COM003	Complete Pest Control Inc	1,326.35	0
17008	10/15/2013	CUL001	Culinex	72.38	0
17009	10/15/2013	DAK006	Dakota TV & Appliance	619.92	0
17010	10/15/2013	EAS006	Dale Gulbranson	125.00	0
17011	10/15/2013	DAY002	Daydreams Specialties, LLC	11.00	0
17012	10/15/2013	DEM001	Demco Educational Corp	404.29	0
17013	10/15/2013	DIA001	Richard Papenfuss Diamond Cleaning	367.33	0
17014	10/15/2013	EAG001	Eagle Electric	2,535.93	0
17015	10/15/2013	ECO001	Economy Plumbing	634.55	0
17016	10/15/2013	EID001	EIDE Motors	43.95	0
17017	10/15/2013	EMP001	Emphasys Computer Solutions	1,281.25	0
17018	10/15/2013	EXP003	Explorer Post #38	80.00	0
17019	10/15/2013	EXP002	Exponent	235.00	0
17020	10/15/2013	FIR003	Fire Safety USA	839.86	0
17021	10/15/2013	G&K001	G&K Services	211.83	0
17022	10/15/2013	GAF002	Gaffaney's	30.13	0
17023	10/15/2013	GAL001	Gale	268.17	0
17024	10/15/2013	GEO001	George's Quick Printing	400.79	0
17025	10/15/2013	GFC001	GF City Utility Billing	16,166.58	0
17026	10/15/2013	GFF001	GF Fire Equipment	150.35	0
17027	10/15/2013	GFH002	GF Herald	234.00	0
17028	10/15/2013	GGF001	GGF Convention & Visitors Bureau	1,751.04	0
17029	10/15/2013	GLO001	Glock Pffessional Inc	390.00	0
17030	10/15/2013	GRA004	Grand Cities Towing	180.00	0
17031	10/15/2013	GRA009	Grand Forks Environmental Lab	20.35	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17032	10/15/2013	GFP002	Grand Forks Police Dept	250.00	0
17033	10/15/2013	GRA003	Cody Grassel	90.00	0
17034	10/15/2013	GRE007	Greater Northwest EMS	198.00	0
17035	10/15/2013	H&H001	H&H Masonry	3,525.00	0
17036	10/15/2013	HAI002	Rick Hajicek	427.50	0
17037	10/15/2013	HAR001	Hardware Hank	958.12	0
17038	10/15/2013	HAR003	Hart's Auto Supply	463.26	0
17039	10/15/2013	HAW001	Hawkins Chemical	307.80	0
17040	10/15/2013	HEA001	Heartland Paper	1,074.12	0
17041	10/15/2013	HOL002	Holiday Credit Office	50.54	0
17042	10/15/2013	HOM001	Home of Economy	22.36	0
17043	10/15/2013	HUG001	Hugo's	43.81	0
17044	10/15/2013	INT003	Integra Telecom	93.91	0
17045	10/15/2013	JTC001	JTC, Inc.	130,474.98	0
17046	10/15/2013	KEI001	Keith's Security World	185.27	0
17047	10/15/2013	KEL001	Kellermeier Building Service	855.00	0
17048	10/15/2013	KNU001	Knutson Printing Company	128.89	0
17049	10/15/2013	LAK001	Laker Chemical	4,889.53	0
17050	10/15/2013	LAS001	Laser Systems	239.98	0
17051	10/15/2013	LEA001	League of MN Cities	135.00	0
17052	10/15/2013	LEA002	League of MN Cities	763.33	0
17053	10/15/2013	LIT001	Lithia Payment Processing	221.52	0
17054	10/15/2013	LUK002	Robert Lukkason	90.00	0
17055	10/15/2013	LUM001	Lumber Mart	748.52	0
17056	10/15/2013	M&W001	M&W Services	1,076.24	0
17057	10/15/2013	MAR004	Marco	114.79	0
17058	10/15/2013	MCF001	McFarlane	369.90	0
17059	10/15/2013	MEN001	Menards	74.71	0
17060	10/15/2013	MIC001	Micro-Marketing LLC	129.97	0
17061	10/15/2013	MPW001	Minnesota Pump Works	816.56	0
17062	10/15/2013	MND003	MN Dept of Labor & Industry	2,101.44	0
17063	10/15/2013	MND006	VOID****VOID****VOID*** MN I	275.00	0
17064	10/15/2013	MNG001	MN Gov Finance Officers Association	50.00	0
17065	10/15/2013	MNM002	MN Municipal Utilities Assoc	4,305.00	0
17066	10/15/2013	NAR001	Nardini Fire Equipment Co.	115.50	0
17067	10/15/2013	NEW001	Newman Signs	1,820.00	0
17068	10/15/2013	NOR004	Northern Plumbing Supply	45.09	0
17069	10/15/2013	NOR024	Northland Yard Service	1,229.06	0
17070	10/15/2013	ORE001	O'Reilly Auto Parts	848.89	0
17071	10/15/2013	OCL001	OCLC	134.85	0
17072	10/15/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	378.00	0
17073	10/15/2013	OPP001	Opp Construction	880.00	0
17074	10/15/2013	ORC002	Roger Orchard	29,369.15	0
17075	10/15/2013	OVE002	OverDrive, Inc	2,400.00	0
17076	10/15/2013	PBD001	Amy Peabody	50.00	0
17077	10/15/2013	PET001	Peterson Veterinarian Clinic P.C.	375.08	0
17078	10/15/2013	POL001	Polk County Attorney-Widseth	300.00	0
17079	10/15/2013	POL009	Polk County DAC	17.94	0
17080	10/15/2013	POL006	Polk County Highway Department	2,193.00	0
17081	10/15/2013	PRA001	Praxair Distribution	548.61	0
17082	10/15/2013	PRE001	Premium Waters Inc	43.12	0
17083	10/15/2013	QUI001	Quill Corp	860.94	0
17084	10/15/2013	RAI001	Railroad Mgmt Co III LLC	797.25	0
17085	10/15/2013	RDO001	RDO Powerplan OIB	1,812.76	0
17086	10/15/2013	REL001	Reliable Office Supplies	99.84	0
17087	10/15/2013	RWI001	Remier Welding Inc	18,438.00	0
17088	10/15/2013	RMB001	RMB Environmental Lab Inc	193.00	0
17089	10/15/2013	RYD001	Rydell Chevrolet	800.41	0
17090	10/15/2013	SAF001	Safety Vision	1,732.09	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17091	10/15/2013	SCH002	Scholastic Library Publishers	152.10	0
17092	10/15/2013	SHO005	Specialty Retail Shops Holding Corpo	7.19	0
17093	10/15/2013	SPI001	Paul Spielman	1,363.49	0
17094	10/15/2013	SPR002	Spray Advantage	780.75	0
17095	10/15/2013	SPR001	Springsted	1,400.00	0
17096	10/15/2013	STO001	Stone's Mobile Radio Inc	344.19	0
17097	10/15/2013	K&H001	Kenley Stordahl	3,600.00	0
17098	10/15/2013	STR003	Streichers	627.33	0
17099	10/15/2013	SUN002	Sun Dot Communications	100.94	0
17100	10/15/2013	SUR001	Surplus Center	83.12	0
17101	10/15/2013	THU002	Thur-O-Clean	507.65	0
17102	10/15/2013	TIG001	Tiger Direct.com	700.94	0
17103	10/15/2013	TIT002	Titan Access Account	13.32	0
17104	10/15/2013	TRU003	True North Equipment	695.48	0
17105	10/15/2013	TRU001	True Temp	1,067.98	0
17106	10/15/2013	UNI013	University Station	34.35	0
17107	10/15/2013	UPS001	UPS	75.97	0
17108	10/15/2013	USB004	US Bank Equipment Finance	138.67	0
17109	10/15/2013	USP002	USPS Postmaster	300.00	0
17110	10/15/2013	VAL002	Valley Truck	2,990.50	0
17111	10/15/2013	VER001	Verizon Wireless	175.05	0
17112	10/15/2013	WAL007	Wallworks Truck Center	365.45	0
17113	10/15/2013	WAS001	Waste Mgmt	35,704.19	0
17114	10/15/2013	WAS002	Wastequip	4,711.00	0
17115	10/15/2013	WAT001	Water & Light Department	45,534.59	0
17116	10/15/2013	WDA001	WDAZ TV	103.00	0
17117	10/15/2013	WIL006	John Wilkinson	240.00	0
17118	10/15/2013	WIZ001	Wizard's Enterprises Inc.	980.00	0
17119	10/15/2013	ZEE001	Zee Medical Service	132.40	0
				427,456.10	
Check Total:					

Accounts Payable

Check Register Totals Only

User: lkatka
Printed: 10/11/2013 - 11:24 AM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17120	10/15/2013	GAL003	Galstad Jensen & McCann PA	10,078.00	0
17121	10/15/2013	VER001	Verizon Wireless	1,089.10	0
				<hr/> <hr/>	
Check Total:				11,167.10	
				<hr/> <hr/>	