

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 5, 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 15, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 22, 2013.
3. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of October 29, 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.

4. Consider approving Civic Recreation Center and VFW Memorial Arena Lease Agreement between the City of East Grand Forks and the East Grand Forks Public School District.
5. Consider approving the request from the Fire Department to have the civil defense sirens declared as surplus and sell for scrap metal.

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

6. Regular meeting minutes of the Water, Light, Power, and Building Commission Meeting for October 3, 2013.
7. Regular meeting minutes of the Planning Commission Meeting for August 15, 2013.

COMMUNICATIONS:

8. Chad Swendseid has successfully completed his probationary period as a Park Maintenance Worker for the Parks and Recreation Department.

OLD BUSINESS:

9. Consider approving the labor agreement between the City of East Grand Forks and the Teamsters Local No. 120.
10. Consider adopting Resolution No. 13-10-103 amending the skating and hockey fees for the 2013-2014 season.

NEW BUSINESS:

11. Consider approving the Cooperative Fire Protection Agreement between the East Grand Forks Fire Department and the Minnesota Department of Natural Resources.
12. Consider approving the request from the Park and Recreation Department to start the hiring process to fill a park maintenance worker position.
13. Consider approving the request for the City to join the Minnesota WSCA Purchasing Card Program and for use of this program to begin on January 1, 2014.

CLAIMS:

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

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

Work Session – November 12, 2013 – 5:00 PM – Training Room
Regular Council Meeting – November 19, 2013 – 5:00 PM – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 15, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for October 15, 2013 was called to order by Council Vice-President Greg Leigh 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 Vice President Greg Leigh, Council Members Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; 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 October 1, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 8, 2013.

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

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

Voting Nay: None.

Absent: Buckalew

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.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS THREE (3) THROUGH FIVE (5).

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

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.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE 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.

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

- 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.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE 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.

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

Voting Nay: None.

Absent: Buckalew.

9. Consider adopting Resolution No. 13-10-103 amending the skating and hockey fees for the 2013-2014 season.

Council member Vetter asked to have this item tabled and brought to the next work session. Council Vice-President Leigh asked for other comments. With no comments he stated this item was tabled until the next work session.

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 13-10-104 AUTHORIZING PERSONS LISTED ON THE RESOLUTION (SUBJECT TO ANY EXPRESSED RESTRICTIONS) IS AUTHORIZED FOR ACH ORIGINATION AND ONLINE BANKING.

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

Voting Nay: None.

Absent: Buckalew.

11. Consider approving the labor agreement between the City of East Grand Forks and the Teamsters Local No. 120.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE LABOR AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE TEAMSTERS LOCAL NO. 120.

Council member Vetter stated he needed some clarification on the health insurance section. He asked how much the City would be contributing into the health savings account of employees and how often that would happen. Ms. Anderson stated she wasn't a part of the negotiations but how she understood it the City would contribute up to a certain amount each year depending on what plan the employee was on. More discussion followed about clarifying the language in the agreement before approving and finalizing the labor agreement. Council member Grassel asked that all labor agreements are straightened out before it comes to council.

COUNCIL MEMBER GRASSEL WITHDREW HIS MOTION, COUNCIL MEMBER TWETEN WITHDREW HIS SECOND TO THE MOTION.

COUNCIL MEMBER OLSTAD MOVED TO TABLE THIS ITEM, SECONDED BY VETTER, UNTIL THE LANGUAGE OF THE AGREEMENT WAS CORRECTED.

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

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.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE 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.

Mr. Boppre stated that there was one piece of property in the new addition that was not owned by Crary. He explained how this property owner already had paid for benefits from 20th Ave SE and would not be receiving any benefits from the side street other than storm water so the assessments have been modified to reflect that change.

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

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.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT 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.

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

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

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VETTER, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER

TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Ms. Anderson stated how a check was made out to Bert's Truck Equipment because the City was sent the wrong bill for the multi-use truck. She stated that if the bills were approved this check would be voided and then made out to the correct vendor.

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

Voting Nay: None.

Absent: Buckalew.

COUNCIL/STAFF REPORTS:

Mr. Murphy reminded the council that he will be working until 11:00 Wednesday morning and then leaving so he can help move his family. He also informed the council that there wasn't any significant savings on the new quote for mold remediation on the police department and that they are looking in to other options. Mr. Murphy ended by telling the council about the regional meeting put on by the League of Minnesota Cities on October 8th.

Mr. Stordahl informed the council that the watermain project on the north end of town is very close to being completed but the portion of the project that was supposed to be completed by the pool is going to be pushed back. He explained how the subcontractor that was hired by RJ Zavoral is very sick and on medical leave. He added this portion of the project is very complicated and they didn't feel comfortable moving forward without the subcontractor present. Mr. Stordahl told the council the plan is to move forward with the project as soon as the frost comes out of the ground in the spring and before the pool opens up. Council Vice-President Leigh stated the City has a contract with Zavoral's and asked if we will still be paying the same price and if the end date of the project can be moved so the project does not have to be rebid. Mr. Boppre stated that they are sending a change order and will have to confirm that with RJ Zavoral's. Council member Grassel asked if this was the area with the odor issue. Mr. Stordahl stated that is was but they are trying to use chemicals to help with the odor issue.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER OSLTAD, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE OCTOBER 15, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:27 P.M.

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

Voting Nay: None.

Absent: Buckalew

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 22, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for October 22, 2013 was called to order by Council President Craig Buckalew at 5:05 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 Members Clarence Vetter, Ron Vonasek, Henry Tweten, and Mark Olstad.

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; 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 A QUORUM:

The Council President Determined a Quorum was present

1. Engineer Agreement for Waste Water Ponds – Greg Boppre

Mr. Boppre stated he had sent out a proposed amendment for the council to consider regarding the waste water project. He stated he had met with Council President Buckalew, Mr. Murphy and Mr. Bail to try and address the council's concern that was raised at a meeting a couple weeks ago. He explained that this proposed amendment will hopefully address the concern of the council. He stated this amendment identifies the percentage of fees for design, identifies the 5% for inspections, staking, and administration which is the same as the current contract, and changed the percentage for design from 9% down to 8%.

Mr. Boppre added he is still looking for funding sources for this project but stated how more than likely the City will be getting a PFA loan and possibly some assistance from the state or state agencies. He mentioned some other places they will be looking into as possible funding sources. He then opened the floor for discussion.

Council member Tweten started by saying there were a number of issues with this and he would like to discuss this topic with the entire council present. He added how this project is going to cost a lot of money and the Senate Bonding Committee will be meeting sometime between the 29th and 31st of October and the council should wait to see what happens at the meeting. He also explained how according to the contract, the fees are geared to be upfront costs and how that should be reworked, commented on projects that will be taking place in the next year or two, and

said how the City has the right to hire other consultants. He stated that there are a lot of things that need to be put in place before this issue should be moved on to council.

Council President Buckalew stated how the design work and preparations for the project are upfront costs and it would not be fair to make them wait to get paid until then end of the project when they have to be paying wages and other costs for working on this project. He added this amendment was supposed to help make things fair for both the City and the engineering firm. He then asked for others if they would like to make comments.

Mr. Boppre stated that he had spoken with Mr. Hallan and had asked him what fees he was charging for a waste water project he is currently working on. Mr. Hallan had informed him that it was 13.5% hourly for design and staking and inspection. Mr. Boppre added that the numbers that he was presenting in the amendment are fair numbers and typical fees currently being charged.

Mayor Stauss stated he had been to meetings around the area and have been speaking with people regarding projects to see what kind of fees they are paying. He asked the council if they should ask another engineer firm to take a look at this project to see if they could save the City money. Discussion followed about how some firms do not have experience working in Minnesota, the other engineer may not know all of the MPCA regulations, how the southern part of the state is being focused on for funding, and how everyone is interested in the final cost of the project.

Council President Buckalew asked Mr. Murphy to explain his experience with a waste water project. Mr. Murphy explained to the council how Belle Plaine had picked a hybrid system due to lack of expansion space. He informed the council that the engineering fees were approximately 14% or 15% on that specific project and in his opinion did a substandard job on that project. He continued by saying that some of the issues were that the engineers grossly underestimated the amount of chemical and electric use costs and the pumps were undersized and had to be replaced.

Mr. Boppre told the council that they are not asking for any money upfront. He added they are following the same process for all of the other projects they do for the City. He stated that he does not charge the City for more than 50% of the project to start with and doesn't get paid the next 50% until after the project has been completed. Mr. Boppre went on to explain that this time they would be charging 75% because this is such a large project and it will take a couple years to complete. Mr. Boppre added the council could still change or alter the amendment.

Council member Vetter asked for some clarifications. He stated that according to the amendment the City will be paying the design fee of 8% based on construction costs. He then added that the construction costs are still unknown which could turn out to being a different percentage than the proposed 75%. Mr. Boppre agreed with that and added that if the City was overcharged they would be getting money back. Discussion followed with clarifications about terms on the memo and how the other 5% will cover staking and inspecting of the project. Council member Vetter pointed out that in the current contract the higher the cost of the project the lower the percentages get. He then asked Mr. Boppre if they were willing to take less than the proposed 8%. Mr. Boppre said yes.

Council member Vonasek asked if the cost will drop in staking since so much can be done with GPS. Mr. Boppre explained how they can be done but there is still double checking that needs to be done to make sure the project is being done correctly. Council member Vonasek asked to see if they were willing to negotiation this amendment. Mr. Boppre stated that they were. Council member Vonasek suggested tabling this until after the negotiating had taken place. Mr. Boppre mentioned that he would be willing to sit with the council or committee; however the council would like to proceed. Discussion followed about how the council should proceed.

This item will be referred to a committee and brought back to the next work session for more discussion.

2. 2nd & 3rd Quarterly Reports – Karla Anderson

Mr. Murphy explained how Ms. Anderson was not able to be present at the meeting but he would be able to answer questions. Council member Vetter said thanks for including the financials and added it was nice to be able to see them.

3. Credit Card System Update – Karla Anderson

Mr. Murphy explained this was an update for the council and how there had been a change from using Wells Fargo to US Bank. Ms. Nelson added that terms seemed to have changed and there were going to be costs and fees for the City to use the system through Wells Fargo. She added that Ms. Anderson did more checking and found there would not be any costs to the City to use US Bank's system so she is preparing everything and once all the paperwork is ready she will be bringing the information back to the council to vote on.

4. Boiler Inspections – Nancy Ellis/David Murphy

Ms. Ellis stated how it is getting close to the end of the year and the labor unions will be renegotiating their contracts. She asked the Public Works Teamster contract to include up to 5 employees for boiler inspection and to have the boiler inspection to be included in the job description of the park maintenance workers. Ms. Ellis explained how it would not be feasible to hire a custodian or a retired inspector to inspect boilers every day. She also asked the council if the park maintenance workers could move forward with training so by the time the next contract is negotiated the park maintenance workers will be trained and possibly licensed to inspect.

Mayor Stauss asked if inspecting the boilers also included cleaning and other maintenance. Ms. Ellis stated that it did not. Mr. Stordahl and Ms. Helgeson informed the council that they have a contract for general boiler maintenance at each of their locations.

Council President Buckalew asked who was going to be in charge of the scheduling of these inspections. Ms. Ellis stated that she would work with the staff, have them give input on the weekend they are in charge of inspections, and then give the list to each building that needs to be inspected. Council member Olstad asked if they would have to sign off on a hold harmless agreement. Discussion followed about if a hold harmless agreement needs to be signed, why a department head is not eligible for inspecting, why it will be included in a specific job classification, and how these people will be held accountable when it is their weekend to complete the inspection.

Council President Buckalew stated that hopefully this can be finalized when the labor contract is settled. Mr. Murphy asked if the council had any issues or concerns for this process and with that input he would work on including this into the next contract and have training set up for these employees. Council member Vetter stated he thought that the training already was going to take place. Discussion followed about how the decision to move forward with training for the park maintenance workers was already agreed upon.

5. Cleaning Services – Nancy Ellis

Ms. Ellis stated that she has found better cleaners to clean City Hall since the current cleaners are getting paid for not doing much. She stated the cleaner she found has good references, cheaper than most, and would clean the carpets once a year for free. She explained how she included the additional costs in the budget for 2014. Mr. Murphy added that in his experience East Grand Forks has the nicest City Hall he has ever seen and it would be a shame to not keep it clean. Council member Olstad asked what was currently being charged and what the new monthly charge will be. Ms. Ellis stated that the City pays about \$750 a month and the new monthly charge will be \$1200 and that included tax. Ms. Ellis explained how there has been issues with the performance and security of the building with the current cleaners. She told the council that the potential new cleaner has background checks done on all employees and they are all fully trained before they are allowed to go clean facilities.

Chief Hedlund added that they have been looking for a new cleaning service for the police department and are looking at the same company for services. He added that the additional cost is already included in the 2014 budget.

This item will be referred to a council meeting for action.

6. DNR Fire Dept Co-op Agreement – Gary Larson

Chief Larson informed the council that in the past the City had an agreement with the DNR for mutual aid. He added how this agreement allows the City to be reimbursed by the DNR when the City comes to the aid of the DNR. He stated that the last agreement the City had expired in 2010 and recommended to the City Council that it should be renewed. Discussion followed on language used in the contract regarding when the fire department would be required to assist on a call and when they would be able to leave the call. Council President Buckalew asked to make sure the fire department was comfortable with the wording of the agreement before it is approved by the council.

This item will be referred to a council meeting for action.

7. Siren Alarms – Gary Larson

Chief Larson informed the council that there are old sirens still up from many years ago. He added that these sirens have not been in service for many years and that people call and complain they are not working. He stated that the Water and Light Department offered to take these sirens down. Chief Larson told the council that his recommendation would be to declare these sirens as surplus and to be sold as scrap metal since he was told they are obsolete. Council President Buckalew asked if they needed to be replaced. Chief Larson said they did not.

This item will be referred to a council meeting for action.

8. ISD #595 Civic Center & VFW Lease Agreement – Dave Aker

Mr. Aker informed the council how he and Mr. Murphy had met with the Mr. Pace and others at the school to review the lease agreement. He stated that the lease agreement was the same as last year with the addition on page 3 which requires supervision of players at all times. Discussion followed about the locker room situation, how much it would cost to put in another locker room in the Civic Center, and Council President Buckalew asked Mr. Aker if he was comfortable with the amount the school would be paying. Mr. Aker stated he was.

This item will be referred to a council meeting for action.

9. Winter Fees for 2013-2014 – Dave Aker

Mr. Aker explained that fees had been raised and he apologized for not getting this to a meeting sooner. He went over the list of raises and what percentages they had gone up. Council President Buckalew asked if sign up had already taken place and if people were charged the new rates. Mr. Aker said yes and added they raised the rates because they were not expecting the same number of participants as the year before and how this would help cover costs.

Council member Vetter asked if coaches are charged to come in and coach during figure skating private ice. Mr. Aker stated the coaches are charged if they are not a part of the program. Council member Vetter asked if there was a checks and balances system to make sure those using ice during private ice time have paid their fees. Mr. Aker stated how they will try to. Council member Vetter recommended putting something in place, possibly a badge system so you can visibly see they have paid their fees.

This item will be referred to a council meeting for action.

OTHER:

Mayor Stauss told the council that people at an event he recently attended stated how 5th Ave NE needs repairs, especially around the area of the train tracks. Council member Vetter asked if it was a private line and if that was the case they would need to check with the owner to see if they wanted the rails left or removed. He reminded the council the MPO is working on a rail study. Ms. Ellis stated that the MPO is looking into areas that would give people rail access so the council might want to wait on taking action regarding these rails until after the study is complete. Mr. Stordahl added he spoke with some people at Ryan Potato and they were going to contact the owners and see if they will use them or if they could be removed. He added there was an issue because the rails go through the American Crystal property.

Mayor Stauss also stated the sidewalks by the new apartment building were recently poured and now the brick needs to be put back in place. He added that this is a safety hazard. Ms. Ellis stated that section of the sidewalk was MNDOT property and added that Mr. Shea will be putting the bricks back in. She said that she would contact him to see when it will be completed.

Mr. Murphy stated he would like to meet with the negotiating committee as soon as possible to set strategy because he would like to try and have all labor contracts settled by the beginning of

2014. He finished by informing the council he had taken a tour of the Public Works Facility and was very impressed.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADJOURN THE OCTOBER 22, 2013 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:30 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE SPECIAL COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, OCTOBER 29, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Special Meeting of the East Grand Forks City Council for October 29, 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; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; 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.

SCHEDULED PUBLIC HEARINGS:

1. Public Hearing to consider adopting Resolution No. 13-10-106 approving the adoption of assessment roll #323 for 2012 Assessment Job No. 4 – Utilities and Street Construction – Riverview 10th Addition for a total assessment amount of \$425,748.55.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO OPEN THE PUBLIC HEARING.

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

Voting Nay: None.

Mr. Boppre gave the council a brief overview of the assessment roll and explained how one piece of property was only paying for storm sewer benefit since that property owner already paid benefits for streets and sewer on the front side of their property.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VETTER, TO CLOSE THE PUBLIC HEARING.

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

Voting Nay: None.

NEW BUSINESS:

2. Consider adopting Resolution No. 13-10-106 approving the adoption of assessment roll #323 for 2012 Assessment Job. No. 4 – Utilities and Street Construction – Riverview 10th Addition for a total assessment amount of \$425,748.55.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-10-106 APPROVING THE ADOPTION OF ASSESSMENT ROLL #323 FOR 2012 ASSESSMENT JOB. NO. 4 – UTILITIES AND STREET CONSTRUCTION – RIVERVIEW 10TH ADDITION FOR A TOTAL ASSESSMENT AMOUNT OF \$425,748.55.

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

Voting Nay: None.

3. Consider approving the temporary liquor license application for the St. Michael’s Church holding an event at Sacred Heart Church for November 2, 2013 and contract with Liberty Lanes for liquor services.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE TEMPORARY LIQUOR LICENSE APPLICATION FOR THE ST. MICHAEL’S CHURCH HOLDING AN EVENT AT SACRED HEART CHURCH FOR NOVEMBER 2, 2013 AND CONTRACT WITH LIBERTY LANES FOR LIQUOR SERVICES.

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

Voting Nay: None.

OTHER:

4. Fire Department Budget Presentation

Chief Larson gave the council an overview of the number of employees in the department working both full and on call, training they had completed this year, and how the shifts work. He also told the council about some changes he had made in the budget regarding fuel and lubricants, small tools and equipment, and funds that are needed for the City’s portion of paying for a grant. He stated how they have had 151 more calls this year at this point then last year and there are still two months left. He explained the different programs they have brought to the community to be more visible, told the council how much the department had raised in grants, and went over capital improvements that included repairs, maintenance to the fire stations and a fire truck, and items that might need to be put back on the capital improvement list or central equipment fund in the future.

5. Public Works Department Budget Presentation

Mr. Stordahl gave a brief overview of employees in the Public Works Department, reviewed the budgets of the different areas Public Works covers, and reviewed capital improvement items which included the purchase of a snow blower. He also informed the council about the fences that go around the Public Works yard are in need of either repair or replacement and the issue of security with holes in the fence. Mr. Stordahl mentioned the annual street crack sealing and manhole and catch basin repairs. He also

told the council about a smaller pickup he would like to purchase to mosquito control which would be better on gas than the larger pickup they currently use.

Mr. Stordahl then went into the Waste Water Budget. He explained that there is a lift station that is scheduled to be replaced in 2014 which has been estimated to cost \$2.5 million. He had pictures of the lift station that needs to be replaced that the council was able to compare to pictures of a newer lift station. Mr. Stordahl also informed the council that the SCADA or computer system will need to be replaced because the system is 15 years old and that it is a failing system. He added one estimate he had received to replace the system was \$270,000 and it has to be done at the same time so the system works together and can function properly.

Mayor Stauss asked if there were any types of grants to help with the costs of the lift station or updating the SCADA system. Mr. Stordahl stated he wasn't sure and added he would look in to it. Council President Buckalew asked if all of the capital improvement items were already included and budgeted for. Ms. Anderson stated how the council will have to decide how those funds will be spent during their capital improvement budget discussion. She added there were funds available in the sewage fund for the lift station replacement. Council Vice-President Leigh stated of some of those funds had been earmarked for the lagoon project. Ms. Anderson said that was correct and there would be approximately \$500,000 set aside for the lagoon project by the end of the year. Mayor Stauss asked what the City is expected to bring in every year with the new fee added on. Ms. Anderson stated that she estimates the City will bring in around \$430,000 a year. She also informed the council that she went over the budget again and after making some corrections and adjustments the budget is now only off by \$66,000. She added that she will be reviewing the budget again.

Mr. Stordahl told the council about the possible need for a new garbage truck. He stated how he had spoken with Ms. Anderson and would like to set aside about \$100,000 for the next two years for the purchase for the new truck. Council Vice-President Leigh asked if that service could be contracted out. Mr. Stordahl stated that he could but there were advantages for the City to keep picking up the commercial service and for special refuse pickups for residents. He added the last time the he and Mr. Huizenga looked into contracting out is ended up being a wash but this is something he can look into again to see if there is a difference.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER VETTER, TO ADJOURN THE OCTOBER 29, 2013 SPECIAL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:00 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: October 16, 2013

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

Cc: File

From: Dave Aker

RE: Contract for High School to use facilities

Background: Contract for the High School to use the VFW and Civic Center during the school year. Also includes graduation, physical education classes and soccer program has used Nash Park and the Blue Line Arena.

Recommendation: To sign the contract and send it to the school to have signed.

Enclosures: Contract included.

**EAST GRAND FORKS
CIVIC RECREATION CENTER AND VFW MEMORIAL ARENA
LEASE AGREEMENT**

This Agreement entered into this ___ day of _____, 2013, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as “Lessor”), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as “Lessee”).

WHEREAS, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center and VFW Memorial Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

WHEREAS, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2013, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2013-2014 school year, the school year normally being considered as being from August 15th to June 15 of the following year, for the consideration of \$100,000.00;

IT IS HEREBY FURTHER AGREED by and between the parties hereto as follows, to-wit:

- I. **Lessor shall:**
 - A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center and VFW Memorial Arena, said scheduling being subject to the following conditions.
 - 1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity for boys are included in the above priority position when preliminary to the varsity games. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
 3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
 - C. Lessor shall have sole control over the sale of merchandise, advertising and concession stands providing food and refreshments for the participants and spectators.

II. **Lessee shall:**

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2014. The remaining balance shall be payable no later than April 15, 2014.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.
- I. The Lessee does NOT allow players to be unsupervised in the arenas without a coach or an adult volunteer that is school appointed at all times.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.
- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

IV. **Waiver of Subrogation.**

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

V. **Destruction or condemnation of premises.**

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall

abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

VI. Government Data Practices Act.

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

VII. Assignment, Amendments, Waiver, and Contract Complete.

- A. Assignment. The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. Waiver. If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. Contract Complete. This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

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

INDEPENDENT SCHOOL DISTRICT NO. 595

By:

School Board Chair

Date

By:

School Board Clerk

Date

CITY OF EAST GRAND FORKS, MINNESOTA

By:

Lynn Stauss, Mayor

Date

By:

David Murphy, Administrator/Clerk-Treasurer

Date

Request for Council Action

Date: 10-15-2013

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

Cc: File

From: Fire Chief Gary Larson

RE: Old Civil Defense Sirens

Background and supporting documentation of request: I am not sure of the date, but the City installed four new sirens a few years back. The four sirens were to cover the City for all warnings. The old sirens are no longer in use. We have received complaints from neighborhoods that the old sirens do not work. The Water & Light Dept has offered to remove the old sirens. I was told by our siren repairman that they are worthless.

Recommendation: To declare old sirens surplus property, have them removed, and sell the iron for scrap metal.

Request:

Enc.

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held October 3, 2013 at 5:00 P.M.

Present: Brickson, Quirk, Ogden, Tweten

Absent: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten that the minutes of the previous meeting of September 19, 2013 be approved as read.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Quirk to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$873,932.06.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten to authorize the Certificate of Substantial Completion on the ICS contract for the 2013 Central Sub Rehab project.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten to approve the Advertisement for Bids for the 2014 water treatment chemicals; and set the bid opening for 10:00 AM on Friday, November 15.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Ogden seconded by Commissioner Tweten to adjourn to the next regular meeting on October 17, 2013 at 5:00 P.M.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

Lori Maloney
Sec'y

**EAST GRAND FORKS
PLANNING COMMISSION MINUTES
Thursday, August 15, 2013 – 12:00 Noon
East Grand Forks City Hall Council Chambers**

CALL TO ORDER

Chairman Christianson called the August 15, 2013, meeting of the East Grand Forks Planning Commission to order at 12:05 p.m.

CALL OF ROLL

On a Call Of Roll the following members were present: Chairman Christianson, Vice-Chair McWalter, Vonasek, Powers, Boushey, Nelson, and Erickson.

None of the commissioners were absent.

Guest(s) present were: Dan Boyce, Water and Light Manager; Robert Peabody, Trent Peabody, Tom McDonald, and Brenda McDonald.

Staff present was: Nancy Ellis, East Grand Forks City Planner; and Megan Nelson, Executive Assistant.

DETERMINATION OF A QUORUM

A quorum was present.

COMMUNICATION

None.

APPROVAL OF MINUTES

1. Matter Of Approval Of The July 11th, 2013, Meeting Minutes Of The East Grand Forks Planning Commission

A MOTION WAS MADE BY COMMISSIONER POWERS, SECONDED BY COMMISSIONER ERICKSON, TO APPROVE THE MINUTES OF THE JULY 11th, 2013 REGULAR MEETING OF THE EAST GRAND FORKS PLANNING COMMISSION, AS SUBMITTED.

Voting Aye: Christianson, McWalter, Vonasek, Powers, Boushey, Nelson, and Erickson.

Voting Nay: None.

OLD BUSINESS

NONE

NEW BUSINESS

1. Matter Of Preliminary Plat Approval and consideration of Final Plat Approval for the plat named Replat of Outlot B, Block 2 Point of Woods 5th Addition

Chairman Christianson asked to have a motion to open the public hearing.

A MOTION WAS MADE BY COMMISSIONER POWERS, SECONDED BY COMMISSIONER BOUSHEY, TO OPEN THE PUBLIC HEARING.

Voting Aye: Christianson, McWalter, Vonasek, Powers, Boushey, Nelson, and Erickson.

Voting Nay: None.

Chairman Christianson asked if there were any comments or questions. There were none. He then asked for a motion to close the public hearing.

A MOTION WAS MADE BY COMMISSIONER NELSON, SECONDED BY COMMISSIONER ERICKSON, TO CLOSE THE PUBLIC HEARING.

Ms. Ellis stated that in her report she explained how this area had previously been platted for a twin home development and how all of the curb stops had been put in place. She went on to say how it has been requested to change this area to single family lots which required a change in the lot size. She added how this is a replat for Outlot B and that Outlot C will be platted later.

Ms. Ellis informed the Commission she is recommending the water lines and curb stops be fixed and/or capped before any permits be issued for this area since some have been leaking. She added how Mr. Peabody is aware of what needs to be done and will be working with the Water and Light Department to address this issue. Ms. Ellis stated that her other recommendation is that a developer's agreement is completed and filed along with the plat. She stated that this area had been rezoned from R1 to a PUD but since a PUD can be modified, the developer's agreement will outline what is required and that it will match the R1 requirements.

Ms. Ellis explained to the Commission that there is not a park dedication fee that will be paid with this since it was paid with the first plat. She asked the Commission to consider this the final plat and with that the City will receive the digital file, the issues will be resolved with the Water and Light Department, and the developer's agreement will be finalized with the plat.

Mr. Peabody commented that when he paid the park dedication fee he paid it based on this area as twin homes, not as single family homes and asked if he had paid more than he should have. Ms. Ellis stated she would look into the matter and if more was paid the difference could be applied to Outlot C when that is platted. She asked that this was noted in the minutes.

A MOTION WAS MADE BY COMMISSIONER NELSON, SECONDED BY COMMISSIONER BOUSHEY, TO APPROVE THE PRELIMINARY PLAT WITH THE CONSIDERATION OF FINAL PLAT APPROVAL FOR THE PLAT NAMED REPLAT OF OUTLOT B, BLOCK 2 POINT OF WOODS 5TH ADDITION.

Voting Aye: Christianson, McWalter, Vonasek, Powers, Boushey, Nelson, and Erickson.

Voting Nay: None.

2. Matter Of Approval of the Amendment to the PUD Concept Plan for Outlot B Point of Woods 5th

Ms. Ellis informed the Commission this area had been rezoned to PUD with a PUD concept plan. She asked the board to amend the concept plan to show single family homes type of zoning district. She also asked to have all of the easements included on the new plat so it shows where they are located and explained how all of the easements will remain the same as on the previous plat. Ms. Ellis stated she recommended approving the PUD Concept plan as is. Chairman Christianson asked if there were any other questions.

Commissioner Nelson asked Mr. Peabody when the building will begin. Mr. Peabody stated as soon as he is able to find people to buy the lots.

A MOTION WAS MADE BY COMMISSIONER VONASEK, SECONDED BY COMMISSIONER POWERS, TO APPROVE THE AMENDMENT TO THE PUD CONCEPT PLAN FOR OUTLOT B POINT OF WOODS 5TH.

Voting Aye: Christianson, McWalter, Vonasek, Powers, Boushey, Nelson, and Erickson.

Voting Nay: None.

OTHER BUSINESS

Ms. Ellis informed the commission there will be meetings held in October, November, and December. She explained that the MPO will be presenting different plans like the transit plan, bike/ped plan, and long range transportation plan which will need to be passed by the Planning Commission before it is moved on to City Council. She asked the commissioners to let her know if they will be out of town during these meetings.

Ms. Ellis also explained how the TIP funds from the MPO had been frozen. She explained how new regulations had been passed and the MPO has been busy making sure these new regulations are being followed, missed the deadline for submission for the use of these funds, and how it will stay that way until the report is filed.

Lastly Ms. Ellis explained how there are some commercial ideas floating around and how as of Thursday there had been 18 new house permits issued. Vice-Chair McWalter asked where these new houses are going to be located. Ms. Ellis stated that there will be four going up around Laurel Drive, four will be going up on the North end, and the rest are going up in the Riverview 10th Addition. She added that there have been more lots sold up by the golf course so more permits might be issued yet this year. Ms. Ellis informed the commission that most homes in East Grand Forks are sold within 24 to 36 hours after they are listed.

ADJOURNMENT

A MOTION WAS MADE BY COMMISSIONER MCWALTER, SECONDED BY COMMISSIONER POWERS, TO ADJOURN THE AUGUST 15, 2013, MEETING OF THE EAST GRAND FORKS PLANNING COMMISSION AT 12:21 P.M.

Respectfully submitted by,

Megan Nelson
Executive Assistant

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

TABLE OF CONTENTS

Article	Page
ARTICLE 1: PURPOSE OF AGREEMENT.....	4
ARTICLE 2: DEFINITIONS	4
ARTICLE 3: CERTIFICATION AND RECOGNITION	5
ARTICLE 4: MANAGEMENT RIGHTS	5
ARTICLE 5: UNION RIGHTS	5
ARTICLE 6: GRIEVANCE PROCEDURE	6
ARTICLE 7: SAVINGS CLAUSE	9
ARTICLE 8: LEAVES OF ABSENCE.....	9
ARTICLE 9: DISCHARGE OR SUSPENSION.....	10
ARTICLE 10: INSURANCE	10
ARTICLE 11: HOLIDAYS.....	11
ARTICLE 12: VACATIONS.....	13
ARTICLE 13: SICK LEAVE	14
ARTICLE 14: HOURS OF WORK	16
ARTICLE 15: WAGE SCHEDULE	16
ARTICLE 16: OTHER PAY	17
ARTICLE 17: SENIORITY.....	18
ARTICLE 18: LAY OFF AND RECALL	19
ARTICLE 19: PROMOTIONS	19
ARTICLE 20: FOOTWEAR REIMBURSEMENT	19
ARTICLE 21: SAFETY AND HEALTH	20

ARTICLE 22: COMPENSATORY TIME.....21
ARTICLE 23: WAIVER22
ARTICLE 24: TERMINATION AND MODIFICATION22
SCHEDULE A.....24

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 a total of \$327.16 divided into twenty-four (24) equal bi-monthly installments for the year 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 a total of \$748.97 divided into twenty-four (24) equal bi-monthly installments for the year 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: _____
Business Agent/Representative

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Steward

Dated: _____

Dated: _____

By: _____
Secretary-Treasurer

Dated: _____

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

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

Pay Grade

6
 9
 10
 9
 12
 12
 12
 14

Request for Council Action

Date: October 16, 2013

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

Cc: File

From: Dave Aker

RE: Winter fees for 2013

Background:

I am asking for permission to raise some of the fees for winter activities. This year we anticipated a few lower numbers in figure skating and hockey. To try equaling the income from last year we are increasing the prices for hockey, \$5 - \$15 for registration. Figure skating we added a new class called Snowplow Sam and increased synchronize skating \$25.

Recommendation: My recommendation is to allow us to do increase prices this year and see where we end up with income taken in from both of them.

Enclosures: Prices included.

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	\$ 50.00
10U & up	\$ 50.00	\$ 50.00

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: _____, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this _____ day of _____, 2013.

Mayor

Request for Council Action

Date: 10-16-2013

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

Cc: File

From: Fire Chief Gary Larson

RE: DNR Fire Dept Co-op Agreement

Background and supporting documentation of request: We have always had a Co-op Agreement in place with the DNR. The last one on file expired in June of 2010. This agreement allows the DNR to call us for assistance with fires in State land. They also have grant programs and vehicle grants that we can access. This is where we picked up our Command Post trailer, and two of the older pickups we use for grass fires.

Recommendation: It would be my recommendation to renew the contract with the DNR. They reimburse hours, travel time, etc. The contract is enclosed

Request:

Enc.



Minnesota Department of Natural Resources
Division of Forestry and the East Grand Forks Fire Department
Cooperative Fire Protection Agreement
Agreement Number: (YY RAN FDID#)

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the State of Minnesota acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “DNR” and the East Grand Forks Fire Department, hereinafter referred to as the “Fire Department,” as authorized by M.S. 88.04 subd. 4; 88.11 subd. 1; and 89.01 subd. 4

I. PURPOSE

The purpose of this Cooperative Fire Protection Agreement is to cooperate in the prevention and suppression of wildland fires as authorized under M.S. 88.04. Assistance will only be provided when requested, when resources are available, and can be committed without diminishing either party’s ability to protect its own jurisdiction.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The DNR, *Division of Forestry*, is responsible for the prevention and suppression of wildland fire within the state. The Fire Department is responsible to prevent and extinguish all unwanted fires within its fire protection area.

It is mutually advantageous and in the public’s interest for the parties to this instrument to coordinate and assist in each other’s efforts in prevention, detection, and suppression of wildland fires and to cooperate in fire hazard reduction in and adjacent to areas of mutual responsibility.

III. THE FIRE DEPARTMENT SHALL:

1. Provide fully staffed and equipped fire fighting resources, when available for wildland fire suppression, as listed on the attached rate schedule.
2. Indemnify, save and hold the State, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys’ fees incurred by the State, arising from the performance of this Agreement by the Fire Department or Fire Department’s employees, agents or subcontractors. This clause shall not be construed to bar any legal remedies the Fire Department may have for the State’s failure to fulfill its obligations pursuant to this Agreement.
3. Assume full responsibility, including legally required insurance and Workers’ Compensation for all Fire Department personnel provided under this agreement.
4. Respond to all calls for wildland fires within the Fire Department’s fire protection area when requested by the DNR.
5. Respond to additional wildland fire calls outside the Fire Department’s fire protection area at the request of the DNR and at the discretion of the Fire Chief.
6. Submit a report to the DNR within 24 hours of any wildland fire on which the Fire Department takes independent action. Reporting can be in the form a DNR Fire Report Card, fax, e-mail, fire report form, DNR wildland fire invoice form, or other written communication that provides the same information as the Fire Report Card.



7. **Submit an invoice to the DNR within 30 days of an incident for which the fire department is requesting reimbursement. Invoices beyond 30 days may not be honored if the fire was not reported timely to the DNR.**
8. Stay with all wildland fires until out, or released by a DNR incident commander, or until called to another incident within the Fire Department's protection area, provided the wildland fire is considered safely contained.
9. Be committed to protection of lives and buildings as its first consideration.
10. Through the Fire Department officers, determine its capabilities and assume final decision authority on commitment of its vehicles and personnel into any area of operation that is requested by DNR personnel.
11. Furnish all tools, equipment, supplies, fuels, and lubricants, except for those items furnished by the DNR, as stated in this Agreement.
12. Assist the DNR with distribution of fire prevention materials and wildland fire prevention presentations.
13. Bill the DNR for wildland fire runs at the agreed upon rate per run. When additional resources are requested by DNR Forestry, *beyond the first 2 hours (the "run")* hourly rates for specific requested equipment, as described in the attached Rate Schedule, will apply. **Invoices must be submitted within thirty (30) days of the fire(s).**

IV. THE DNR SHALL:

1. Respond with specialized equipment for wildfire response, when possible, at the request of the Fire Chief or designate. This equipment includes, but is not limited to dozers, all terrain tracked vehicles, engines and aircraft.
2. Investigate violations of the burning laws of the State. (M.S. 88.01 to 88.22 and 88.75) This includes billing the responsible party for all wildland fire suppression costs of the DNR, and the Fire Department if the DNR pays the Fire Department for responding to the fire.
3. Assist the Fire Department in obtaining Federal Excess Property, specialized equipment, or grants for improving their firefighting capabilities.
4. Assist the Fire Department with procuring and distributing fire prevention materials.
5. Provide wildland fire suppression training to the Fire Department as workload permits.
6. Reimburse the Fire Department for wildland fire runs, according to the terms of this agreement.
7. Make reasonable effort to release the Fire Department as soon as possible to ensure that the Fire Department is available for other emergency response calls.

(Delete options that are not used.)

8. **(Optional)** Replace or reimburse the Fire Department for the cost of Class A firefighting foam used on wildland fires, with final approval of the DNR Forester.
9. **(Optional)** Loan wildland firefighting tools, as available, to the Fire Department.

V. REIMBURSEMENT POLICIES:

1. Lower rates may be negotiated for extended use at the Fire Department's discretion.
2. When the Fire Department is dispatched through its normal dispatch procedures, and not specifically requested by the DNR, the Fire Department shall only bill for a Wildland fire run. *(A Wildland Fire Run is described as the fire department's response to a wildland fire that takes up to two (2) hours to suppress.)*
3. For hourly billing of *equipment requested by DNR Forestry, after the wildland fire run (first 2 hours)*, time will be rounded to the nearest half hour. Billable time should begin when the Fire Department



NA-01966-06

4-8-2013

leaves its station and continue until it returns to its station. Time spent refurbishing and readying equipment for the next call shall not be included as billable time.

- 4. The fire chief and local DNR forester may discuss charges that are in question prior to submitting a final invoice for payment.
- 5. If the Fire Department is released by the DNR before the Fire Department has taken any suppression action on the fire, the Fire Department shall not submit a bill for the run.
- 6. Attached rates shall be reviewed annually and may be changed with signature of the parties to this Agreement, or their successors in position.

This Agreement is effective on the date of the last signature and is to continue in force for five (5) years or until terminated by either party giving thirty (30) days written notice to the other. Both parties should review this Agreement annually.

Fire Department:

/s/ _____ Date: _____

Title: _____

State of Minnesota
Department of Natural Resources:

/s/ _____ Date: _____

Area Forester



Fire Department Cooperative Agreement Rate Schedule

ITEM DESCRIPTION <i>(include NWCG type, make, model, year, serial number and special features, such as 4X4, CAF or foam proportioners)</i>	NUMBER OF PERSONNEL W/ EQUIPMENT	WORK RATE		* STANDBY RATE	
		a. rate (includes personnel)	b. per unit (hour, etc.)	a. rate*	b. unit (hour, etc.)
a.					
b.					
c.					
d.					
e.					
f.					
i. Additional Requested firefighters	Each		Per hour per firefighter	Same as work rate	Per hour per firefighter

*Standby rates shall be equal to 1/2 of the work rate, and shall apply only if equipment and personnel are ordered by the DNR to be staged and available for immediate action.

Special Rates:

a. Run charge of \$350.00 per Run, for up to 2 hour response. After two hours, equipment or personnel requested by the DNR will be charged at the rates in the above Rate Schedule.

The above rates have been agreed upon by:

East Grand Forks Fire Department

_____ DNR Area

/s/ _____
Area Forester

Date: _____

/s/ _____
Fire Chief

Date: _____

/s/ _____
Regional Forest Manager (if required)

Date: _____

Request for Council Action

Date: October 31, 2013

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

Cc: File

From: Dave Aker

RE: Worker in Park and Recreation Department

Background:

I am asking City Council for approval to hire a park maintenance person for the Parks and Recreation Department. I had a discussion with one of our park maintenance people and he has found a job back in his hometown. He is going to be done November 8.

Recommendation: I was looking at the applications that were passed down from Civil Service, but none of them have any experience in the ice arena. I recommend starting a new hiring process to fill this position.

Enclosures: N/A

Request for Council Action

Date: 10/17/13

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

Cc: File

From: Karla Anderson

RE: US Bank credit card

Background:

Administration and Finance has had discussions with Wells Fargo Bank during the past year about services that they could provide us. During the process it was discovered that the program was not going to be of no cost. I then checked with US Bank who for years has had a Purchasing Card(credit card) system for the State of Minnesota at no cost. US Bank offers the same service as does Wells Fargo Bank, so would like to proceed and get the necessary documents signed to move forward with US Bank.

I will be updating the policy/procedures for credit card use and provide it to the council for approval before we distribute the cards to employees.

Recommendation:

To approve the request to participate in the WSCA Purchase Card Program starting January 1st, 2014.

Minnesota WSCA P-card Program ®

Request to Participate Form for CPV Members Only

City of East Grand Forks
(Insert Legal Name of Agency)

Does this agency have an existing U.S. Bank Corporate /Purchasing/One Card Program? (Circle one)

Yes No

The person designated below will serve as the initial point of contact for establishing an account or accounts with U. S. Bank.

Tax ID Number: 41-6005112
(Cities, Counties, School Districts, and Special Districts)

Agency Point of Contact:

City of East Grand Forks (Name)	October 9, 2013 (Date)
600 DeMers Ave NW (Mailing Address)	218-773-2483 (Phone)
East Grand Forks, MN 56721 (City, State, ZIP)	kanderson@egf.mn (Email address)
# 50 Estimated Number of Cards	\$ 42,000 Estimated Monthly Spend

Upon receipt of this Request to Participate and other properly completed*, required documentation as listed below, U.S. Bank will begin to process your request. Contract/Credit review should be completed within 30 business days. Once completed, your Agency Point of Contact will be contacted to schedule an implementation meeting.

CPV's - Local agencies; cities, counties, special districts, school districts and other non-state agencies, are required to complete and submit the following to U.S. Bank:

- A signed Participating Agency Addendum, which can be found at www.mmd.admin.state.mn.us search for Contract Release C-684(5).
- Three years of audited financials
- Request to Participate form`

* Properly completed documents include the following:

- Legal agency names; legal documents with abbreviations and/or variations of legal names cannot be processed.
- The Authorization and Execution section (section 8.A.) of the Participating Agency Addendum is completed (that is, the appropriate box must be checked)
- If a Certificate of Authority is required, it must be completed in accordance with the instructions on the Certificate of Authority instruction sheet. Titles on the Certificate of Authority must match titles on the Participating Agency Addendum.
- Note that only originals can be processed by U.S. Bank.

If your agency requires that you have original signature documents on file at your agency, please send more than one set of the above documents to U.S. Bank.

Please send completed documents to:

WSCA Sales Coordinator
U.S. Bank CPS
1025 Connecticut Ave NW, Suite 510
Washington, DC 20036
cpsmidmarketsalescoordinator@usbank.com

QUESTIONS? Email us at :

For U.S. Bank Use Only

Date Submitted _____

Banker's Employee ID _____ Treasury Management Employee ID _____

IPM _____ AM _____

10/9/2013

RESOLUTION NO. 13 – 11 – 108

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 17185 for a total of \$2,847.99.

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 \$2,847.99 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 November 5, 2013.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: November 5, 2013

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 5th of November, 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 17185 for a total of \$2,847.99.
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 November 5, 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: 10/31/2013 - 11:25 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17140	11/05/2013	ACM001	Acme Electric Companies	10,432.36	0
17141	11/05/2013	ADV001	Advanced Business Methods Inc	299.50	0
17142	11/05/2013	ALB001	Albrecht Manufacturing	613.77	0
17143	11/05/2013	AME002	American Tire Service	3,499.00	0
17144	11/05/2013	AME008	American Tire Service Inc	1,158.04	0
17145	11/05/2013	AME005	Ameripride Linen & Apparel Services	373.41	0
17146	11/05/2013	BAK001	Baker & Taylor Co	68.70	0
17147	11/05/2013	BAR005	Barnes Distribution	568.74	0
17148	11/05/2013	BRT001	Barry and Rachel Traub and Bremer B	5,000.00	0
17149	11/05/2013	BAR012	Steve & Sharon Bartlette	90.00	0
17150	11/05/2013	BER001	Bert's Truck Equipment	2,211.83	0
17151	11/05/2013	BGA001	Big Al's Construction LLC	5,640.00	0
17152	11/05/2013	BLU001	Blue Cross Blue Shield of ND	6,729.00	0
17153	11/05/2013	BOR001	Border States Electric Supply	54.00	0
17154	11/05/2013	BRO002	Brodart Co	510.88	0
17155	11/05/2013	C&R001	C&R Laundry & Cleaners	187.65	0
17156	11/05/2013	CAN001	Canon Financial Services	136.80	0
17157	11/05/2013	CAR003	Cardmember Services	527.98	0
17158	11/05/2013	GFT003	Donald Scott Cash	2,969.48	0
17159	11/05/2013	CEN006	Century Link	1,037.61	0
17160	11/05/2013	CHE006	Cherry Lake Publishing	56.96	0
17161	11/05/2013	COA001	Coalition of Greater MN Cities	12,925.00	0
17162	11/05/2013	COL004	Coldspring Memorial	106.88	0
17163	11/05/2013	COM003	Complete Pest Control Inc	2,289.24	0
17164	11/05/2013	COU008	Countrywide Sanitation Company	9,177.76	0
17165	11/05/2013	DAH004	Dale and Connie Dahlen	5,000.00	0
17166	11/05/2013	DIA001	Richard Papenfuss Diamond Cleaning	29.93	0
17167	11/05/2013	DIG001	Digi Key Corp 590699	13.35	0
17168	11/05/2013	DRU001	Drummer's Diesel Inc	203.90	0
17169	11/05/2013	EAG001	Eagle Electric	3,054.85	0
17170	11/05/2013	EAS007	East Side Travel Plaza	25,446.25	0
17171	11/05/2013	EGF005	EGF Firemen's Relief Association	56,849.76	0
17172	11/05/2013	EME001	Emergency Apparatus Maintenance In	2,341.67	0
17173	11/05/2013	EXP002	Exponent	465.72	0
17174	11/05/2013	FIL001	Filter Care	94.83	0
17175	11/05/2013	FLA001	Flaherty & Hood PA	1,336.93	0
17176	11/05/2013	FOR001	Forks Freightliner	114.33	0
17177	11/05/2013	FRE003	Michael Frederick	70.00	0
17178	11/05/2013	G&K001	G&K Services	238.17	0
17179	11/05/2013	GAF002	Gaffaney's	1,463.74	0
17180	11/05/2013	GFF001	GF Fire Equipment	38.50	0
17181	11/05/2013	GFW001	GF Welding & Machine	24.13	0
17182	11/05/2013	GGF001	GGF Convention & Visitors Bureau	1,429.50	0
17183	11/05/2013	GOP002	Gopher State Lawn Sprinklers	196.21	0
17184	11/05/2013	HAI002	Rick Hajicek	142.50	0
17185	11/05/2013	HAR001	Hardware Hank	2,847.99	0
17186	11/05/2013	HAW001	Hawkins Chemical	15.18	0
17187	11/05/2013	HEA001	Heartland Paper	596.90	0
17188	11/05/2013	HOL002	Holiday Credit Office	207.19	0
17189	11/05/2013	HOM001	Home of Economy	134.48	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17190	11/05/2013	HUG001	Hugo's	281.74	0
17191	11/05/2013	IDW001	ID Wholesaler	183.76	0
17192	11/05/2013	INT003	Integra Telecom	92.39	0
17193	11/05/2013	INT006	Interstate Power Systems	157.09	0
17194	11/05/2013	JAJ001	Jackie Janorschke	375.00	0
17195	11/05/2013	K&K001	K&K Trucking Inc	1,178.00	0
17196	11/05/2013	KEI001	Keith's Security World	123.82	0
17197	11/05/2013	KLP001	Klopp Construction	9,750.00	0
17198	11/05/2013	LAK001	Laker Chemical	1,669.39	0
17199	11/05/2013	LEA001	League of MN Cities	620.00	0
17200	11/05/2013	LUK003	Matthew and Nicole and Frandsen Bar	5,000.00	0
17201	11/05/2013	M&W001	M&W Services	64.00	0
17202	11/05/2013	MAR004	Marco	86.61	0
17203	11/05/2013	MAR001	Marco Inc	318.06	0
17204	11/05/2013	MAT001	James Mathsen	93.00	0
17205	11/05/2013	MCF001	McFarlane	551.90	0
17206	11/05/2013	MEN001	Menards	41.96	0
17207	11/05/2013	MPO001	Metropolitan Planning Organization	4,217.10	0
17208	11/05/2013	MID001	MidAmerica Books	17.35	0
17209	11/05/2013	MID003	Midcontinent Communications	1,346.27	0
17210	11/05/2013	MID007	Midwest Refrigeration Inc	583.63	0
17211	11/05/2013	MIK001	Mike's Pizza	122.42	0
17212	11/05/2013	MPW001	Minnesota Pump Works	5,606.84	0
17213	11/05/2013	MND003	MN Dept of Labor & Industry	30.00	0
17214	11/05/2013	MNF001	MN Fire Service Certification Board	20.00	0
17215	11/05/2013	COM002	Morgan Printing	1,277.16	0
17216	11/05/2013	NEW001	Newman Signs	208.41	0
17217	11/05/2013	NOR004	Northern Plumbing Supply	33.31	0
17218	11/05/2013	NWA001	Northwest Asphalt Maintenance Inc	96,000.00	0
17219	11/05/2013	ORE001	O'Reilly Auto Parts	1,027.20	0
17220	11/05/2013	OCL001	OCLC	134.86	0
17221	11/05/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	180.00	0
17222	11/05/2013	OLT001	Tracy Olson	300.00	0
17223	11/05/2013	ORC002	Roger Orchard	71.23	0
17224	11/05/2013	OVE001	Overhead Door Co	1,420.00	0
17225	11/05/2013	PDQ001	PDQ Sanitary Services	103.00	0
17226	11/05/2013	PEN001	Penworthy Company	171.94	0
17227	11/05/2013	PET001	Peterson Veterinarian Clinic P.C.	433.30	0
17228	11/05/2013	PCR001	Polk County Recorder	20.00	0
17229	11/05/2013	POL004	Polk County Recorder	276.00	0
17230	11/05/2013	PRA003	Prairie Wind BG Inc	1,120.22	0
17231	11/05/2013	PRA001	Praxair Distribution	547.99	0
17232	11/05/2013	PSD001	PS Door Services	218.00	0
17233	11/05/2013	QUI001	Quill Corp	1,544.25	0
17234	11/05/2013	REI001	Reimer Welding	936.00	0
17235	11/05/2013	ZAV001	RJ Zavoral & Sons	63,750.64	0
17236	11/05/2013	RMB001	RMB Environmental Lab Inc	32.00	0
17237	11/05/2013	SIN001	Darin and Jamie Sinjem	200.00	0
17238	11/05/2013	SPR001	Springsted	14,301.75	0
17239	11/05/2013	STA003	Star Tribune	1,043.30	0
17240	11/05/2013	STE009	Sterling Carpet One	285.49	0
17241	11/05/2013	STU001	Stuart's Towing	106.88	0
17242	11/05/2013	TAS001	Taser International	333.41	0
17243	11/05/2013	TMT001	Tempest Technology	75.00	0
17244	11/05/2013	TEM001	Temple Display LTD	3,022.54	0
17245	11/05/2013	TGM001	TGMG	149.36	0
17246	11/05/2013	CHA001	The Chamber of EGF/GF	265.00	0
17247	11/05/2013	RET001	The Retrofit Companies Inc	3,000.64	0
17248	11/05/2013	TRU003	True North Equipment	10.43	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17249	11/05/2013	TRU001	True Temp	104.99	0
17250	11/05/2013	UPS001	UPS	4.56	0
17251	11/05/2013	USP002	USPS Postmaster	406.00	0
17252	11/05/2013	VAL002	Valley Truck	26.71	0
17253	11/05/2013	VAT001	Darrin Vatnsdal	500.00	0
17254	11/05/2013	VIL001	Vilandre Heating & A/C	253.44	0
17255	11/05/2013	WAL007	Wallworks Truck Center	1,258.46	0
17256	11/05/2013	WAT001	Water & Light Department	25,911.81	0
17257	11/05/2013	WAT003	Waterous Company	825.00	0
17258	11/05/2013	WEX001	Wex Bank	96.00	0
17259	11/05/2013	WID001	Widseth Smith Nolting & Associates	44,070.36	0
17260	11/05/2013	WIL002	Wilbur-Ellis	151.50	0
17261	11/05/2013	WIZ001	Wizard's Enterprises Inc.	490.00	0
17262	11/05/2013	XCE001	Xcel Energy	2,440.24	0
17263	11/05/2013	ZEE001	Zee Medical Service	67.76	0
				470,757.07	
Check Total:					