

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 17, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

PLAQUE PRESENTATION FOR COMMISSIONER GREGOIRE:

KENNEDY BRIDGE STUDY PRESENTATION:

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 December 3, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of December 10, 2013.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. Consider approving the application for an Exempt Gambling Permit for a raffle for the Whitetails Unlimited – Red River Valley Deer Camp organization to be held February 1, 2014 at the Eagles Club, 227 10th St NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
4. Consider approving the Site Use Agreement between the City of East Grand Forks and Lutheran Social Services for the use of the kitchen facilities at the East Grand Forks Senior Center.

5. Consider approving the request to purchase four portable alarm systems and radio kits from StopTech LTD for the East Grand Forks Police Department for ~~\$15,135 plus the cost of shipping~~ \$14,784 which includes the cost of shipping.
6. Consider adopting Resolution No. 13-12-121 approving and adopting the Alternative Transportation Modes update to the East Grand Forks Comprehensive Plan.
7. Consider adopting Resolution No. 13-12-122 approving and adopting the Grand Forks-East Grand Forks Long Range Transportation Plan Street and Highway Element update to the East Grand Forks Comprehensive Plan.
8. Consider approving the lease agreement between the City of East Grand Forks and the Metropolitan Planning Organization for leasing office space at City Hall for 2014.

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

9. Regular meeting minutes of the Cemetery Commission meeting for November 18, 2013.

COMMUNICATIONS:

10. Jon Heffernan has successfully completed his probationary period as a Park Maintenance Worker for the Parks and Recreation Department.

OLD BUSINESS: NONE

NEW BUSINESS:

11. Consider authorizing Widseth Smith Nolting to prepare plans and specifications for 2014 City Project No. 2 – Sidewalk Improvements on 20th Street NE and 5th Ave NE.
12. Consider adopting Resolution No. 13-12-123 authorizing transfers for 2013, 2012, and 2011.
13. Consider adopting Resolution No. 13-12-118 Amended approving the 2014 Budget and to authorize specific financial related activities.
14. Consider adopting Resolution No. 13-12-124 approving a 2% cost of living wage increase for City Employees.
15. Consider approving an agreement between the City of East Grand Forks and Lutheran Social Services to allow LSS to provide service to Stay, Play, and Learn LLC.
16. Consider approving the labor agreement between the City of East Grand Forks and Law Enforcement Labor Services, Inc Local No. 152 for 2014-2015.
17. Consider approving the labor agreement between the City of East Grand Forks and the International Association of Fire Fighters Local No. 3423 for 2013-2015.

18. Consider approving the labor agreement between the City of East Grand Forks and AFSCME Council 65 for 2014-2015.
19. Consider authorizing the hiring of Mr. Carl Neu for a goal setting/visioning session on January 10th and 11th for \$8500 plus hotel expenses.
20. Consider adopting Resolution No. 13-12-125 reapportioning the special assessments among the various lots on the Replat of Outlot B, Point of Woods 5th Addition.

CLAIMS:

21. Consider adopting Resolution No. 13-12-126 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17555 for a total of \$168.70 whereas Council Member Buckalew is personally interested financially in the contract.
22. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

Regular Council Meeting – January 7, 2014 – 5:00 PM – Council Chambers

Request for Council Action

Date:

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

Cc: File

From: Earl Haugen, GF/EGF MPO Executive Director

RE: Kennedy Bridge Study Presentation

MnDOT has hired the firm of CH2M Hill for a planning study to evaluate whether the Kennedy Bridge should be rehabilitated or replaced. Representatives from MnDOT and CH2M Hill are planning to provide a project status update presentation at the December 17th City Council meeting. The Project Team will start an Open House public input meeting in the Training Room starting at 4:00 PM. Then at 5:00 PM, the Project Team will make a presentation to you in your Council Chambers. After the presentation, the Project Team will return to the Training Room and conclude their Open House near 7:00 PM. A similar public input meeting and presentation will be provided to the Grand Forks City Council on December 16th.

The GF/EGF MPO has programmed a project to either rehabilitate or replace the Kennedy Bridge for FY 2017/8. The Kennedy Bridge is on Gateway Drive (US 2) and spans the Red River allowing traffic to cross between Grand Forks and East Grand Forks. The State of Minnesota and the State of North Dakota have entered into an agreement to share in the cost of the proposed project, and the Minnesota Department of Transportation (MnDOT) has taken the lead in development of the project. The currently programmed amount is \$25 Million, which will be split 50/50 between the two states

The project is presently in the study phase. At this time, there have been no decisions made as to whether the bridge will be rehabilitated or replaced or if a project will be pursued at all. As part of the study process, public input will be gathered and considered. Public input meetings were held in July 2013 in Grand Forks and East Grand Forks. Scope of work and timing of the project may be affected by funding availability.

Attached is a "fact sheet" to provide more information about the Study, its process, its findings to date, etc.



Kennedy Bridge Planning Study

East Grand Forks, MN | Grand Forks, ND

Project Fact Sheet | December 2013

What is the Kennedy Bridge Planning Study?

The Kennedy Bridge Planning Study, led by the Minnesota Department of Transportation (MnDOT), in partnership with the North Dakota Department of Transportation (NDDOT), evaluated a range of issues and engineering concepts to maintain and enhance the US Highway 2 crossing of the Red River.

Opened in 1963, the Kennedy Bridge is a vital connection between the cities of East Grand Forks, MN, and Grand Forks, ND. It serves the region's major east-west interregional highway and provides a vitally important local crossing of the Red River and the river's floodway. MnDOT and NDDOT have engaged throughout 2013 to begin the bridge planning and project development process, considering the following:

- The **primary need** is to continue to provide a structurally sound Highway 2 Red River crossing. Addressing this need requires attention to the bridge's condition, including its many components. While the Kennedy Bridge is regularly inspected and safe, the primary need recognizes that the structure is also 50 years old and requires an action plan for long-term performance.
- There are also **secondary needs** to consider for development and evaluation of design concepts. These needs include minimizing traffic impacts during construction, providing accommodations for pedestrian/bicycle traffic, and addressing other transportation improvement opportunities.

Addressing these needs required development of engineering concepts for rehabilitation of the Kennedy Bridge, as well as for possible bridge replacement. The 2013 Bridge Planning Study has refined the general options to determine the most promising choices available. More detailed engineering and decision-making steps will follow the Planning Study's conclusion in 2014 and beyond.

What did the Study include?

- **Bridge Rehabilitation**—A range of rehabilitation issues were examined, including technical aspects of the bridge foundations, steel truss, hydraulic considerations, and geotechnical conditions.
- **Bridge Replacement**—A variety of bridge replacement concepts were identified and discussed, including alignments adjacent to the existing bridge. This evaluation considered a range of possible bridge types and layouts.
- **Public and Agency Input**—The Bridge Planning Study included a series of meetings with an Advisory Committee, as well as outreach to the general public. These meetings provided opportunities for stakeholders to discuss the condition of the bridge and its future. The Advisory Committee meetings allowed the bridge design team to coordinate input among the many public agencies to be involved in future steps of design, project review/approvals, and construction.
- **Environmental Resources and Community Values**—The bridge vicinity was reviewed for environmental resources and constraints, including the area's historic and recreational features and values. Related issues include avoiding/minimizing adverse effects to historic resources and planning for potential bicycle and pedestrian accommodations.

What is the Kennedy Bridge background?

What are the planning issues and goals?

The Kennedy Bridge is located within a community setting that is both historic and forward-looking, bringing many related issues to the planning process. The many issues addressed include the following:

- **Traffic Demands and Local Red River Crossings**—The Kennedy Bridge serves the area's major interregional east-west highway (US 2), carrying about 23,000 vehicles per day, with four lanes of capacity. This traffic demand is

expected to increase by 2040 to about 30,000 vehicles per day. The area's other two Red River bridges to the south (the Sorlie Bridge on DeMers Ave. and the Point Bridge on 1st Street South) each carry less traffic than the Kennedy Bridge. The other two bridges provide two lanes of capacity at each crossing.

■ **Clearance Above Floods**—Of the three above-noted Red River bridges, only the Kennedy Bridge has the potential to remain open during a 100-year flood event. Compared to the Sorlie Bridge, located about 0.6 mile south (upstream), the Kennedy Bridge provides 7.6 feet of extra clearance. The Point and Sorlie bridges are the first to close during Red River floods, respectively, making the Kennedy Bridge the only local roadway crossing of the Red River during some moderate floods and during all major floods. The 1997 flood, which exceeded a 100-year event, was a record event that forced closure of the Kennedy Bridge. As proven by that flood, the approach roadway to the east includes a low segment that will be considered for adjustment, along with the 4th Street ramps.

■ **Historic and Recreational Resources/Setting**—The Kennedy Bridge, built in 1963, is a historic structure: 1,261 feet long, including two 279-foot-long steel Parker Truss main spans. The vicinity of the bridge also includes other historic and recreational features, which include the following:

- The St. Michael's Hospital and Nurses Residence (now adapted for residential use), located south of the bridge approach in Grand Forks.
- The Riverside Historic District, a residential area located north of the Grand Forks bridge approach.
- The Red River Greenway, opened summer 2009, provides a recreational loop trail more than 10 miles long inside the engineered floodway on both sides of the Red River (related features include a Minnesota state park campground).

The planning study has addressed the noted issues of project context through development of project goals for bridge rehabilitation and bridge replacement. Based on these factors, and the ability to cost-effectively address needs, bridge rehabilitation is the priority action. The bridge rehabilitation concepts identified in the study will address needs while avoiding or minimizing adverse impacts.



What are the bridge rehabilitation elements? What are the potential impacts?

The main elements of a bridge rehabilitation project are noted within the pictures. The top priority is to address movement of Pier 6, which supports the west end of the steel truss and has gradually shifted due to Red River soil movements. While this issue was anticipated in the original bridge design, the time has come to resolve the shifted position of Pier 6. Other rehabilitation elements include painting, other adjustments, and the possible replacement of the bridge deck.

Bridge Rehabilitation Elements



Underpin or replace Pier 6



Protect truss from corrosion (blast clean and paint)



Reinforce abutment bearings



Adjust approach span bents



Monitor or replace pin and hanger assemblies



Maintain or replace deck and railings



Add bike/ped trail

The main community impact of a bridge rehabilitation project would be traffic interruptions during the work process, particularly with a deck replacement. The design team has estimated a timeframe of at least 1 year to complete a bridge rehabilitation project, including work on piers, steel members, and a deck replacement. The 1-year timeframe assumes staging of the work to accommodate traffic (one lane in each direction with a few short periods of closure, avoiding concurrent closure of other Red River bridges).

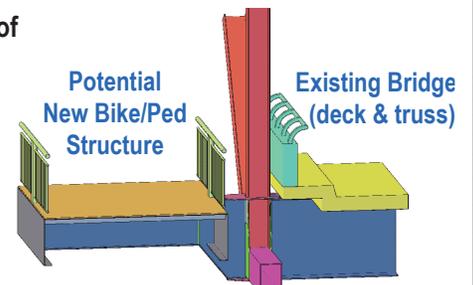
What designs are being considered for bicycles and pedestrians?

The Kennedy Bridge does not accommodate pedestrians and bicycles and, in fact, includes a posted prohibition, as shown. But the importance of the bridge, the popularity of the Red River Greenway, and observed demand has raised the need to seriously consider improvements as part of a bridge rehabilitation project.



New Bike/Pedestrian Structure—Because the Kennedy Bridge deck width is constrained by the steel truss, the first idea was to attach a new structure to the outside of the truss (and build it next to the approach spans). While this concept is technically feasible, it would also add substantially to rehabilitation project costs and the structure's complexity. Some potentially significant considerations would be whether bridge inspections can be completed effectively with the added structure and whether it would adversely affect the historic character of the Kennedy Bridge.

Potential Addition of Bicycle/Pedestrian Structure (Cross Section)



Adjusted Roadway Cross Section on the Existing Bridge—Given the previously mentioned challenges to adding a new bicycle/pedestrian structure, the design team also developed concepts to adjust the roadway cross section on the existing bridge, constrained by the width inside the steel truss spans (67 feet–4 inches). With a posted speed limit of 35 mph, the traffic engineering has the potential to be adjusted to accommodate bicycles and pedestrians without widening.

The four roadway cross sections shown here provide some of the adjustment concepts considered to date (other concepts have also been developed). In developing the adjustments, the designers considered the desirability of a center median and the preference for 12-foot-wide lanes (full width, as they are today). However, with limited width available, some compromises need to be considered.

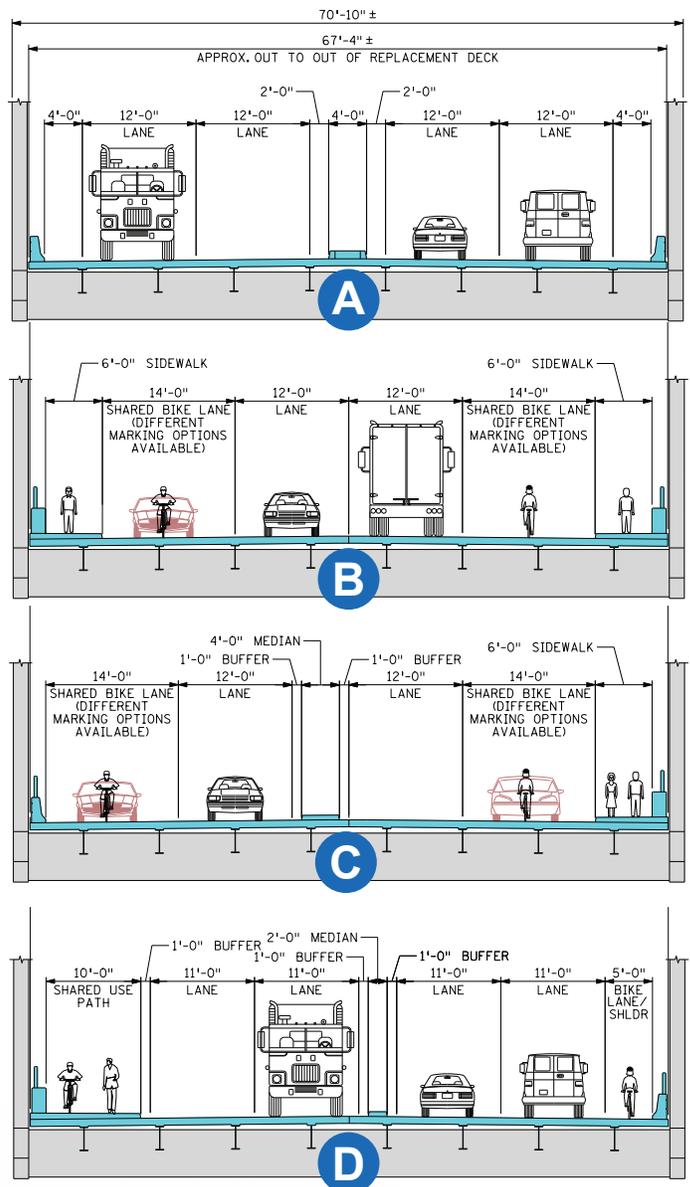
Example cross section concepts are as follows:

- A** Concept A provides no accommodation for bikes/pedestrians; therefore, this is the baseline with a 4-foot-wide median, as on the existing bridge.
- B** Concept B has no median, but provides two, 6-foot-wide sidewalks and 14-foot-wide lanes on the outsides for bikes and motorized vehicles.
- C** Concept C is similar, but the median is added, leaving only one sidewalk.
- D** Concept D proposes 11-foot-wide lanes, combined with a 10-foot-wide raised trail on one side, for both bikes and pedestrians. It also includes a narrow median and a 5-foot-wide shoulder, marked as a bicycle route.

Why not replace the Kennedy Bridge?

The study also looked at bridge replacement concepts, which would provide more opportunity for improvements and a longer life cycle than rehabilitation—but only with substantially higher initial costs and more impacts. Because the Kennedy Bridge is eligible for listing on the National Register of Historic Places, the long-term feasibility and cost effectiveness of bridge rehabilitation must be considered first. Based on the study’s findings, considering costs, funding, and environmental review steps, a determination will soon be made if preservation of the Kennedy Bridge is the preferred alternative.

Roadway Cross Section Options



Where can I find more information?

MnDOT is providing technical leadership for this study, in cooperation and consultation with NDDOT and other agencies (NDDOT is also leading a study of the Sorlie Bridge). For information about the Kennedy Bridge, please visit the project website: <http://www.mndot.gov/d2/projects/kennedybridge>. If you have specific questions, please contact MnDOT’s Project Manager:

Derrick Dasenbrock
 Phone: 651-366-5597
 Email: derrick.dasenbrock@state.mn.us



**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 3, 2013 - 7:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for December 3, 2013 was called to order by Council President Buckalew at 7:03 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; Brad Bail, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; Jim Richter, EDHA Director; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.” If you would like to address the City Council, please come up to the podium to do so.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of November 19, 2013.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of November 26, 2013.

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

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

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

3. Consider approving the Snow Removal Agreement between the City of East Grand Forks and the residents in Pinehurst Court for snow removal services until May 1, 2014.
4. Consider adopting Resolution No. 13-12-114 approving the worker's compensation coverage for elected officials for 2014.
5. Consider approving waiving the limit of a single occurrence without purchasing excess liability coverage for 2014.

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

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

Voting Nay: None.

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

NONE

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

6. Consider approving Ordinance No. 11, 4th Series Annexing That Part Of Government Lot One (1), Section Eighteen (18), Township One Fifty-One (151) North, Range Forty-Nine (49), West Of The Fifth Principal Meridian, Polk County, Minnesota. (1st Reading).

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER OLSTAD, TO APPROVE ORDINANCE NO. 11, 4TH SERIES ANNEXING THAT PART OF GOVERNMENT LOT ONE (1), SECTION EIGHTEEN (18), TOWNSHIP ONE FIFTY-ONE (151) NORTH, RANGE FORTY-NINE (49), WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, MINNESOTA. (1ST READING).

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

7. Consider adopting Resolution No. 13-12-115 approving the amendment to the engineering contract and setting the fees for the upcoming waste water project.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER VONASEK, TO ADOPT RESOLUTION NO. 13-12-115 APPROVING THE AMENDMENT TO THE ENGINEERING CONTRACT AND SETTING THE FEES FOR THE UPCOMING WASTE WATER PROJECT.

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

8. Consider adopting Resolution No. 13-12-116 approving the amendments to the waste water facility plan and submitting the plan to MPCA for review.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-12-116 APPROVING THE AMENDMENTS TO THE WASTE WATER FACILITY PLAN AND SUBMITTING THE PLAN TO MPCA FOR REVIEW.

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

9. Consider adopting Resolution No. 13-12-117 approving the 2013 Tax Levy, Collectable in 2014.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 13-12-117 APPROVING THE 2013 TAX LEVY, COLLECTABLE IN 2014.

Council Vice-President Leigh thanked the department heads, city administrator, and staff on the great job they did when working on the budget. He stated how this year there was an increase proposed and added it had to be asked what would need to happen to eliminate the increase. Ms. Anderson informed the council there would have to be a decrease in capital expenditures to keep the levy flat. Council Vice-President Leigh commented how the council has held the line on the levy the last couple years and stated he is in favor moving along and approving the levy as proposed.

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

10. Consider adopting Resolution No. 13-12-118 approving the 2014 Budget and to authorize specific financial related activities.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT RESOLUTION NO. 13-12-118 APPROVING THE 2014

BUDGET AND TO AUTHORIZE SPECIFIC FINANCIAL RELATED ACTIVITIES.

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

Voting Nay: None.

Ms. Anderson told the council that she had gone over the line items that she knew were charged sales tax and reduced them by 6.875% because next year the city will be tax exempt. She stated the difference was \$31,000. Council member Tweten commented on how the City’s tax base is increasing, how there were 21 house building permits last year and 22 house building permits this year, and how the council is being responsible with the City finances.

CLAIMS:

- 11. Consider adopting Resolution No. 13-12-119 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17457 for a total of \$1,603.97 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 13-12-119 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 17457 FOR A TOTAL OF \$1,603.97 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew.

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

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

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

Voting Nay: None.

SUSPENSION OF RULES:

Council President Buckalew stated it was requested to suspend the rules for the issue of the Park & Recreation to purchase freon for the arenas.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GRASSEL, TO SUSPEND RULES FOR DISCUSSION ON THE PURCHASE OF 1200 POUNDS OF R-22.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE PURCHASE OF 1200 POUNDS OF R-22 FOR A TOTAL COST OF \$11,592.00.

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

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss wished the city crews good luck with the first snow storm of the year.

Council Member Vonasek thanked the department heads for their work on the budget and to get it where it is at.

Council Member Buckalew thanked the Water & Light Department for getting up the holiday decorations.

Mr. Murphy said there was a resolution sent to the City regarding sprinkler systems being required in homes. He then asked Mr. Richter to speak to the issue. Mr. Richter stated there will be a hearing on December 12th where the rules might be changed which would require fire sprinkler systems in homes over 4500 square feet. He added how this is a concern for border cities in Minnesota and Moorhead will be going down to the hearing to oppose this legislation and asked to have support in opposing this legislation from East Grand Forks. Council President Buckalew asked if the resolution then needed to be passed at this meeting. Mr. Richter said yes.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GRASSEL, TO PASS THE RESOLUTION OPPOSING THE REQUIREMENT OF FIRE SPRINKLER SYSTEMS IN HOMES OVER 4500 SQUARE FEET.

Council member Olstad asked if it mattered if the square footage was below or above ground. Mr. Bail stated how they would count the 2000 square foot basement and the 2000 square foot house so it would be a total of 4000 square feet. He added that it was being adopted as a part of the building code not just the fire code. Mr. Bail explained how Minnesota did modify the requirement and limited the size of the house to 4500 square feet or more.

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

Voting Nay: None.

Mr. Murphy continued by reminding the council he would like to have a goal setting workshop with the council and department heads. He explained how this hadn't been approved but he received a quote for this process and will be bringing this information to the next work session. He then asked to see when most of the council would be available for this two day process. After a show of hands, Mr. Murphy was asked to let the council members check their schedules first.

Chief Hedlund told the council how the border patrol now has a member on the drug task force. He stated what a great benefit this is for the drug task force and commented how the border patrol is funding this position which meant no additional costs to the City.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADJOURN THE DECEMBER 3, 2013 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 7:21 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 10, 2013 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for December 10, 2013 was called to order by Council President Craig Buckalew at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: 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 A QUORUM:

The Council President Determined a Quorum was present

1. Lutheran Social Service Site Use Agreement – Megan Nelson

Council President Buckalew stated there was a change in the order of agenda and said the first item will be discussing the Lutheran Social Service Site Use Agreement. Ms. Nelson stated the City had received the renewal of the Site Use agreement between Lutheran Social Services and the City. She explained how this agreement helps benefit the older population in the City, attracts people to the Senior Center for lunch, and added there was a proposal to have LSS prepare meals for a new daycare opening up across the street. She added that Mr. Galstad had reviewed the material and had some concerns.

Mr. Galstad then explained the issues he saw with the agreement between LSS and the new daycare center. Discussion followed about what the current site use agreement allows LSS to do in the Senior Center, the timeline the daycare would be utilizing LSS for preparing meals, and how the daycare plans to bring the kitchen up to code as well as other possible issues and concerns from the council. After some more discussion on liability issues it was decided that Mr. Murphy and Mr. Galstad would meet and see if an arrangement could be made.

2. Sidewalk Plans for 20th St NE & 5th Ave NE – Greg Boppre

Mr. Boppre stated this sidewalk project was one of two projects that will be done next year. He

explained to the council the three different options for this project and how there were some issues with some of these options since trees or street lights might need to be moved in order for the sidewalk to be put in. Mr. Boppre added how there are some state aid funds available to help with some of these costs and told the council if possible he would like to try and keep the project all on one side of the street. Discussion followed about which would be the best side of the street to utilize for this sidewalk, how close the sidewalk would be to the street in different areas, and if the City would have to obtain an easement in some areas for the sidewalk. Council President Buckalew asked if there was a timeline on this project. Mr. Boppre informed the council the State would like to review the plans for this project.

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

3. Labor Agreement for Law Enforcement Labor Services – David Murphy

Mr. Murphy informed the council there is an agreement between the City and the Law Enforcement group. He stated the draft had been signed and added there were a few typos that needed to be fixed and the employer contribution in section 10.1.2 will be changed to \$519.20. Mr. Murphy explained how section 10.1.5 was added under the Health Insurance section and the language used came from the League of Minnesota Cities. He explained how this was added because there are so many unknowns with Obamacare. He continued reviewing the agreement with the council. Council member Vetter pointed out the percentages of vacation time the police officers receive.

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

4. Labor Agreement for the International Association of Fire Fighters – David Murphy

Mr. Murphy told the council that this labor agreement was for three years since the fire department had not yet settled their contract for 2013. He reviewed the agreement and pointed out the typos that needed to be fixed, stated how the employer contribution amount will also need to be fixed under the insurance, and how this agreement also included an added section under the Health Insurance section because of all of the unknowns with Obamacare. Discussion followed about changes to the fire fighters vacation accrual, if there needs to be a definition or clarification on what a working day is, and the percentage of time vacation time they are allowed.

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

5. Goal Setting Session Discussion – David Murphy

Mr. Murphy reminded the council about the goal setting session he had proposed. He stated about 75% of the group could attend the goal setting session on January 10th and 11th. He informed the council about Mr. Neu and how he is brought in every year by the League for sessions as well as going all over the country. Mayor Stauss stated the council had done this before, commented how it did help, and said they had come up with a plan for years to come. Mr. Murphy stated he would like to meet at a location other than City Hall. After some discussion it was decided to meet at the Distribution Service Center for these sessions.

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

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADJOURN THE DECEMBER 10, 2013 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:28 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

MINNESOTA LAWFUL GAMBLING

1/13 Page 1 of 2

LG220 Application for Exempt Permit

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

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

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

ORGANIZATION INFORMATION

Organization name: Whitetails Unlimited - Red River Valley Deer Camp
 Previous gambling permit number:

Minnesota tax ID number, if any: _____
 Federal employer ID number (FEIN), if any: 39-1415070

Type of nonprofit organization. Check one.

Fraternal Religious Veterans Other nonprofit organization

Mailing address: 625 20th Ave NW
 City: Baudette State: MN Zip code: 56623 County: Lake of the Woods

Name of chief executive officer [CEO]: James Nordlof
 Daytime phone number: 218-434-0399
 E-mail address: jnordlofwtu@yahoo.com

NONPROFIT STATUS**Attach a copy of ONE of the following for proof of nonprofit status.** **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

 IRS income tax exemption [501(c)] letter in your organization's name.

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

 IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]

If your organization falls under a parent organization, attach copies of **both** of the following:

- a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
 Eagles Club

Address [do not use PO box]: 227 10th St NW
 City or township: East Grand Forks Zip code: 56721 County: Polk

Date[s] of activity. For raffles, indicate the date of the drawing.

Saturday February 1, 2014

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

Bingo* Raffle Paddlewheels* Pull-tabs* Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. **EXCEPTION:** Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].

The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

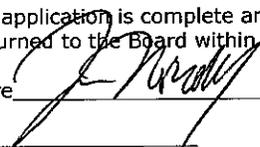
Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature  Date 12/4/15

Print name James Nordlof

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

- ___ a copy of your proof of nonprofit status, and
- ___ application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Request for Council Action

Date: 12/13/12

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

Cc: File

From: Megan Nelson

RE: Lutheran Social Service Site Use Agreement

Every year Lutheran Social Services out of Moorhead sends an agreement to the City for the continued use of the kitchen facilities in the Senior Center. This agreement is for one year and has been continued to be renewed by the City Council each year.

Any questions about LSS and the services they provide can be addressed by Ms. Lynda Adams Vanderhoof, the Senior Center Coordinator. She can be reached at 773-0821.

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2014**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in East Grand Forks.

This agreement made this ____ day of _____ 2013, by and between East Grand Forks Senior Center, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the East Grand Forks Senior Center.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of East Grand Forks, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of East Grand Forks, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

Request for Council Action

Date:

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

CC: File

From: Michael S. Hedlund – Chief of Police

RE: Request to purchase portable alarm systems

Background: The East Grand Forks Police Department has used Varta portable alarm systems for many years and they have been very effective. Unfortunately due to FCC regulatory changes on narrow banding radio signals these systems can no longer be used. These systems are used in businesses and private homes where we are aware of a security concern of some type. We would like to purchase four new systems and we are requesting to purchase the Centurion Scout systems from StopTech Ltd. StopTech Ltd. is a well known company in the law enforcement field and makes a variety of law enforcement related products. The portable alarm field is very narrow. We were originally hoping to purchase new systems from Varta but they are in a change-over period and do not have systems available at this time.

Recommendations: I am requesting that the City Council approve the purchase of four Centurion Scout portable alarm systems as details below.

Main Units

- Four (4) Centurion Scout Portable Alert Systems @ \$2,475.00 per unit = \$9,900.00
- Four (4) Vexer Standard VX231 Kits (Radio Kits) @ \$540.00 per unit = \$2,160.00

Sensors

- One (1) Wireless/Waterproof Trip Beam @ \$1,025.00
- Four (4) Single Button Water Resistant Duress Buttons @ \$90.00 per unit = \$360.00
- Four (4) Sharpshooter PIR (indoor) Motion Detectors @ \$160.00 per unit = \$640.00
- Two (2) Ceiling Mount 360 degree Motion Detectors @ \$180.00 per unit = \$360.00
- Two (2) AC Powered Trip Beams @ \$345 per unit = \$690.00

Total Cost (not including shipping and handling) = \$15,135.00

Enclosures: Invoice from StopTech Ltd. – To be provided at City Council Meeting .

Request for Council Action

Date: October 8, 2013

To: East Grand Forks City Council and Mayor Lynn Stauss

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

RE: 2040 Alternative Transportation Modes

GENERAL INFORMATION:

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

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

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

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

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

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

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

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

RECOMMENDATION:

Approval of Draft 2040 Alternative Transportation Modes Plan.

Support Material:

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

RESOLUTION NO. 13 – 12 - 121

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

WHEREAS, the city of East Grand Forks has an adopted East Grand Forks Comprehensive Plan; and

WHEREAS, the proposed plan update is in general agreement with the other elements of the East Grand Forks Comprehensive Plan, those other elements being the following:

1. The Grand Forks – East Grand Forks River Forks Plan Element, together with all Maps, information and data contained therein.
2. The Grand Forks – East Grand Forks 2040 Long Range Transportation Plan Update, which contains the following sections:
 - a. Bikeway Element, together with all Maps, information and data contained therein.
 - b. Pedestrian Element, together with all Maps, information and data contained therein.
 - c. Transit Element, together with all Maps, information and data contained therein.
 - d. Street and Highway Element, together with all Maps, information and data contained therein.
 - e. Intelligent Transportation Systems (ITS) Strategy Element, together with all Maps, information and data contained therein.
3. The 2000 Urban Design Plan, together with all Maps, information and data contained therein.
4. Greenway Plan Element, together with all Maps, information and data contained therein.
5. The 2040 Land Use Plan, together with all Maps, information and data contained therein.

And

WHEREAS, The Grand Forks – East Grand Forks Metropolitan Planning Organization IS preparing a 2040 Alternative Transportation Modes Plan to the East Grand Forks Comprehensive Plan; and

WHEREAS, 2040 Alternative Transportation Modes Plan of the East Grand Forks Comprehensive Plan is a guide for future growth for the downtowns of the Cities of Grand Forks and East Grand Forks; and

WHEREAS, the 2040 Alternative Transportation Modes Plan Update may be amended to reflect changes to the community; and

WHEREAS, the 2040 Alternative Transportation Modes Plan Update is a representation of the goals and values of the city; and

WHEREAS, the City Planning and Zoning Commission further held a public meeting on **December 12, 2013** to get input from the citizens of the community; and

WHEREAS, the East Grand Forks Planning and Zoning Commission forwards a recommendation that the 2040 Alternative Transportation Modes Plan Update to the East Grand Forks Comprehensive Plan, be hereby approved and adopted; now therefore

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the 2040 Alternative Transportation Modes Plan Update to the East Grand Forks Comprehensive Plan, and proposed amendments, be hereby approved and adopted with any further amendments as stated:

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 17, 2013

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17, day of December, 2013.

Mayor

Request for Council Action

Date: December 13, 2013
To: East Grand Forks City Council and Mayor Lynn Stauss
From: Nancy Ellis, City Planner
RE: Final Approval of 2040 Update to the Long Range Transportation Plan – Street and Highway Element

RECOMMENDATION:

The Planning Commission recommends final approval of the 2040 Update to the Long Range Transportation Plan – Street and Highway Element and amending the EGF Comprehensive Plan to include the 2040 Update.

BACKGROUND:

UPDATE: As the preliminary draft document was vetted through the various agencies and through the public input received, two changes are being brought to your attention. First, the City of Grand Forks desired to switch two projects in their sequence of being done. Originally, rehabilitation of the Columbia Road Overpass was identified as being done in the short-term time band while the reconstruction of N. 42nd St. was identified for the mid-term time band. The timing of these has been switched. This caused re-calculations of fiscal constraint but did not significantly impact the overall plan or the financial plan.

Second, NDDOT raised some questions about the concept of the “Southend Bypass” or “Southend Truck Reliever Route” and how this concept is presented in the document. The concern is that, while all of the identified projects are contained within the “illustrative” list of projects, they are individually listed. This can lead to a misperception that these individual projects are not meant to achieve the singular purpose of a complete route to allow for a true bypass to be created. Further, NDDOT was not sure that all the questions and other possible improvements, for example geometric modifications at key intersections, have been fully developed. Therefore, the Plan states that the MPO will conduct a follow-up analysis to address these concerns.

ORIGINAL: The Street/Highway Modes is an element of the Long Range Transportation Plan that is updated every five years. It was last updated in 2007, with a few amendments since then. This plan is being developed under the newly Congressional adoption of the new transportation bill “Moving Ahead for Progress in the 21st Century” (MAP-21).

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

To be in compliance with the guidance and MAP-21 the MPO has updated the goals and objectives to give more prominence to the performance measures the MPO already collects data on. The MPO has also updated financial information to reflect the changes in funding that MAP-21 outlines. Staff from both Federal Highway Divisions, both State Departments of Transportation, both Counties and both Cities have been involved and concur with the update for the Street/Highways Element.

The Street/Highways is a full update that includes maps, data, and information about the vehicular network throughout the Grand Forks-East Grand Forks Metro area. The update recommends a future focus of preserving the existing roadway network in a “state of good repair”. This focus has allocated most of the available future funding in preserving, rehabbing or reconstructing the existing street and highway system. In fact, the revenue has not been sufficient to keep the system in the desired “state of good repair”

With the adoption of this Element, the Multi-modal Long Range Transportation Plan out to the horizon year of 2040 identifies the goals, performance, and recommended projects for the total transportation system. This assists in the goal of a transportation system in any city to provide access to facilities, goods, services and activities. Supporting different forms of transportation modes gives users the choice whether it is to make trips entirely by walking and biking or catching a ride on the public transit or in a vehicle transporting on the street highway network.

FINDINGS AND ANALYSIS:

- The current MPO Street/Highway Modes Element of the MPO’s Transpiration Plan has a request to consider an amendment.
- The City of East Grand Forks City Comprehensive Plan does contain the MPO’s Plan and needs to also consider the amendment.
- The recommended amendment does maintain a financial plan that is fiscally constrained.
- The City of East Grand Forks City Comprehensive Plan needs to be amended to contain the updated Street/Highway Modes Element.

SUPPORT MATERIALS:

- Draft Resolution
- More Information Available: www.theforksmpo.org

RESOLUTION NO. 13 – 12 - 122

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

WHEREAS, the city of East Grand Forks has an adopted East Grand Forks Comprehensive Plan; and

WHEREAS, the proposed plan update is in general agreement with the other elements of the East Grand Forks Comprehensive Plan, those other elements being the following:

1. The Grand Forks – East Grand Forks 2009 Downtown Plan Update Element, together with all maps, information and data contained therein.
2. The Grand Forks – East Grand Forks 2040 Long Range Transportation Plan Update, which contains the following sections:
 - a. Bikeway Element, together with all maps, information and data contained therein.
 - b. Pedestrian Element, together with all maps, information and data contained therein.
 - c. Transit Element, together with all maps, information and data contained therein.
 - d. Street and Highway Element, together with all maps, information and data contained therein.
 - e. Intelligent Transportation Systems (ITS) Strategy Element, together with all maps, information and data contained therein.
3. The 1998 East Grand Forks Downtown Plan prepared by Field – Paoli, together with all maps, information and data contained therein.
4. The 2000 Urban Design Plan, together with all maps, information and data contained therein.
5. Greenway Plan Element Update, together with all maps, information and data contained therein.

And

WHEREAS, The Grand Forks – East Grand Forks Metropolitan Planning Organization IS preparing a Year 2040 Plan Update of the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element of the East Grand Forks Comprehensive Plan; and

WHEREAS, 2040 Plan Update of the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element of the East Grand Forks Comprehensive Plan is a guide for future growth for the City; and

WHEREAS, the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element may be amended to reflect transportation changes in the community; and

WHEREAS, the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element s a representation of the transportation goals and values of the city; and

WHEREAS, the City Planning and Zoning Commission further held a public hearing at the East Grand Forks City Hall 12 Noon December 12, 2013 to get input from the citizens of the community; and

WHEREAS, the East Grand Forks Planning and Zoning Commission forwards a recommendation that the 2040 Plan Update to the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element, be hereby approved and adopted; now therefore

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the 2040 Plan Update to the Grand Forks –East Grand Forks Long Range Transportation Plan Street & Highway Element of the East Grand Forks Comprehensive Plan, and proposed amendments, be hereby approved and adopted with any further amendments as stated:

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: December 17, 2013

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17, day of December, 2013.

Mayor

Request for Council Action

Date: December 17, 2013

To: East Grand Forks City Council and Mayor Lynn Stauss

From: Nancy Ellis, City Planner

RE: Approve lease agreement for MPO to lease office space in 2014

RECOMMENDATION:

Staff recommends approval of the rental lease agreement for the MPO to rent office space at City Hall in 2014, with 2 one year options for years 2015 and 2016.

GENERAL INFORMATION:

The MPO had leased office space at City Hall for the past number of years. They are asking City Council to approve the renewal of their lease agreement for 2014, with optional years 2015 and 2016. The rental price is listed in lease agreement with options to increase based on the Consumer Price Index (CPI), not to exceed 5% per year.

Lease Agreement

The **City Of East Grand Forks, Minnesota**, through the execution of this agreement hereby agrees to provide office space for the **Grand Forks-East Grand Forks Metropolitan Planning Organization (GF-EGF MPO)** staff. The following formula was used to determine the GF-EGF MPO’s pro-rata share of rent:

- | | |
|--|---------------------------|
| • MPO F.T.E.’s | 1 |
| • Grand Forks Planning F.T.E.’s | 1 |
| • Total F.T.E.’s for both | 2 |
| • Ratio of MPO F.T.E. to total F.T.E. | 1 |
| • Total floor space | 700 Sq. Ft. |
| • MPO space subject to rental payments | 700.21 Sq. Ft. |
| • Rent per square foot | \$11.90 |
| • Total rental expense | \$8,330 (\$2,082.50/Qtr.) |

The MPO, through the execution of this agreement, hereby agrees to reimburse the City of East Grand Forks, MN, on a quarterly basis for the space provided, subject to the aforementioned formula. This agreement shall be in effect for one (1) year beginning on January 1, 2014, and running through December 31, 2014, with two one year options at the current rate plus an escalator based on the Consumer Price Index (CPI) out of the Denver Office, not to exceed 5% per year. Option Year 1 beginning on January 1, 2015, and running through December 31, 2015 and Option Year 2 beginning on January 1, 2016, and running through December 31, 2016. This agreement may be terminated by either party at any time subject to a sixty (60) day written notice.

CITY OF GRAND FORKS, NORTH DAKOTA:

BY: _____ DATE: _____
Lynn Stauss, Mayor

David Murphy, City Administrator

GF-EGF METROPOLITAN PLANNING ORGANIZATION:

BY: _____ DATE: _____
Steven L. Adams

Earl T. Haugen, Executive Director

Resurrection Cemetery Commission Meeting
November 18, 2013
3:30 p.m.
City Hall – Conference Room

MINUTES

The East Grand Forks Resurrection Cemetery Commission met Monday, November 18, 2013 at City Hall at 3:30 pm. Commissioner Tucker called the meeting to order at 3:30 p.m.

Present were: Chairman Dave Tucker, Commissioner George Wogaman, Commissioner Julie Marek, Alderrman Chad Grassel and Executive Secretary Dave Aker. Guests included Tina Gruel, Dean Gruel and Dan Dahl.

Commissioner Wogaman made a motion to accept the minutes for June 19, 2013, motion was seconded by Commissioner Marek, motion passed.

Executive Secretary Aker reviewed the financial minutes for June, July, August, September and October 2013. Commissioner Marek motioned that we accept the financial minutes; Commissioner Wogaman seconded the motion and motion passed.

OLD BUSINESS:

Chairman Tucker told everyone to read the handbook and say if there is anything they would like changed. Dan Dahl brought up the wreaths and artificial decorations are permitted in the cemetery but the ground level bouquet holders are to be used for them. He said the thought is to get the owners to put the bouquet holders in the ground from October 1 to April 1. Commissioner Marek agreed that people are not sure who is suppose to put the bouquet holders in the ground, the cemetery or them. Secretary Aker said that he would change it in the handbook so everyone could understand who is suppose to put the bouquet holders in the ground and there not for use in the winter months.

Chairman Tucker talked about the etching and pictures on the stone. Tina brought up that the granite shop use color for their stonies and so do a lot of granite shops, she also brought up the pictures on the stone or marker. Secretary Aker said that the pictures that are raised cannot go on the ground level markers but they can go on the uprights.

Chairman Tucker bought up the bills that were past due, Secretary Aker reviewed the status of Campos and Delene. Deb Hadden, secretary for Parks and Recreation Department mailed each one a certified letter telling them their delinquent on their payments and if we did have an answer in 60 days we would be taking back the lots. Campos has notified the office and said she is going to pay, but Delene has not given an answer so we are taking back the lots.

Secretary Aker informed the Commission that the landscaping on the entrance to the cemetery is done and the new door was put in on the vault storage for winter. Aker asked if Dahl has been given a key and he said no, Aker said that he would make sure he got one.

Secretary Aker talked about a front end loader he is going to present at the City Council and the granite markers out of general supplies. Aker asked Stennes Granite if they could give him a price on the granite markers.

NEW BUSINESS:

Marvin Betts called and wants permission to sell his lots, he paid \$500 for the two lots. Chairman Tucker said that he can try sell the lots but he has to pay us 20% of the price he bought the lots, which would be \$100.

Chairman Tucker brought up advertising the cemetery through the Water and Light Department mailing. Everyone agreed, Secretary Aker said there are 3,800 mailings that go out and the cost would be around \$415.00 and \$20 - \$40 for setup. Commissioner Marek made the motion to accept the \$415.00 and setup charge, Commissioner Wogaman second the motion; motioned carried.

Chairman Tucker said the meeting at the cemetery in August was cancelled but he would like to go to the cemetery to see where we can put the next columbarium. Dan Dahl asked how full is the other one, Secretary Aker said that both side are 1/3 filled. We wouldn't have to add another one until we have the other almost filled. Chairman Tucker also said that the gazebo by the columbarium is in tough shape we should look at replacing it.

A card was handed out for Wayne Gregoire for getting the cemetery ready every Memorial Day. Chairman Tucker talked about getting a plaque for Wayne for all his years of work, Secretary Aker said he would get one and contact Wayne.

Secretary Aker had three things to bring up as miscellaneous they are winter burials, perpetual fund and terms on the board. The first one was winter burials and Dan Dahl wanted to know how much a winter burial would cost. He said that Tony would come in and dig the grave for \$325.00 and Ace (Alan Anderson) would then come in a fill the grave. Secretary Aker said the cemetery needs \$125.00 for perpetual care and \$50 removal of the snow. Stennes Granite said they need \$225.00 for thawing and removal of markers on the grave. A total of \$1,200 00 if they need a marker removed otherwise \$975.00. Dan Dahl asked who do they pay and Secretary Aker said the City and Stennes Granite would be paid to the City and they would pay Stennes Granite. Dean Gruel asked who is at fault if something is broken, Commissioner Wogaman said the home owners insurance doesn't cover it unless they have a rider. Aker said he would draft a price for winter burials and say that the damages would not be covered by the City or Stennes Granite.

The perpetual fund is currently at \$165,781.00. The terms due up in December is Dave Tucker and he said he would be glad to serve three more years. Next meeting is in April and Mondays work better for Julie Marek.

Commissioner Marek made a motion to adjourn the meeting; Commissioner Wogaman seconded it; Motion passed.

Meeting was adjourned!

Request for Council Action

Date: December 12, 2013

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

Cc: File

From: Greg Boppre, P.E.

RE: Sidewalk Plans for 20th Street NE/5th Ave NE

Background:

As directed by the City Council, the following are the costs and funding sources to remove the trees along 5th Avenue NE, for the proposed sidewalk. I talked to Scott Gravseth and he would prefer the sidewalk be on the eastside of the road, for a couple of reasons, first the light poles would need to be relocated and secondly, there is 3 phase power also buried on the west side of 5th avenue NE. Therefore, I am proposing that we remove/replace the trees on the east side, also the bus stop is located on the east side as well.

Construction Cost

Remove/replace 23 trees at \$1,000/ea = \$23,000

Funding

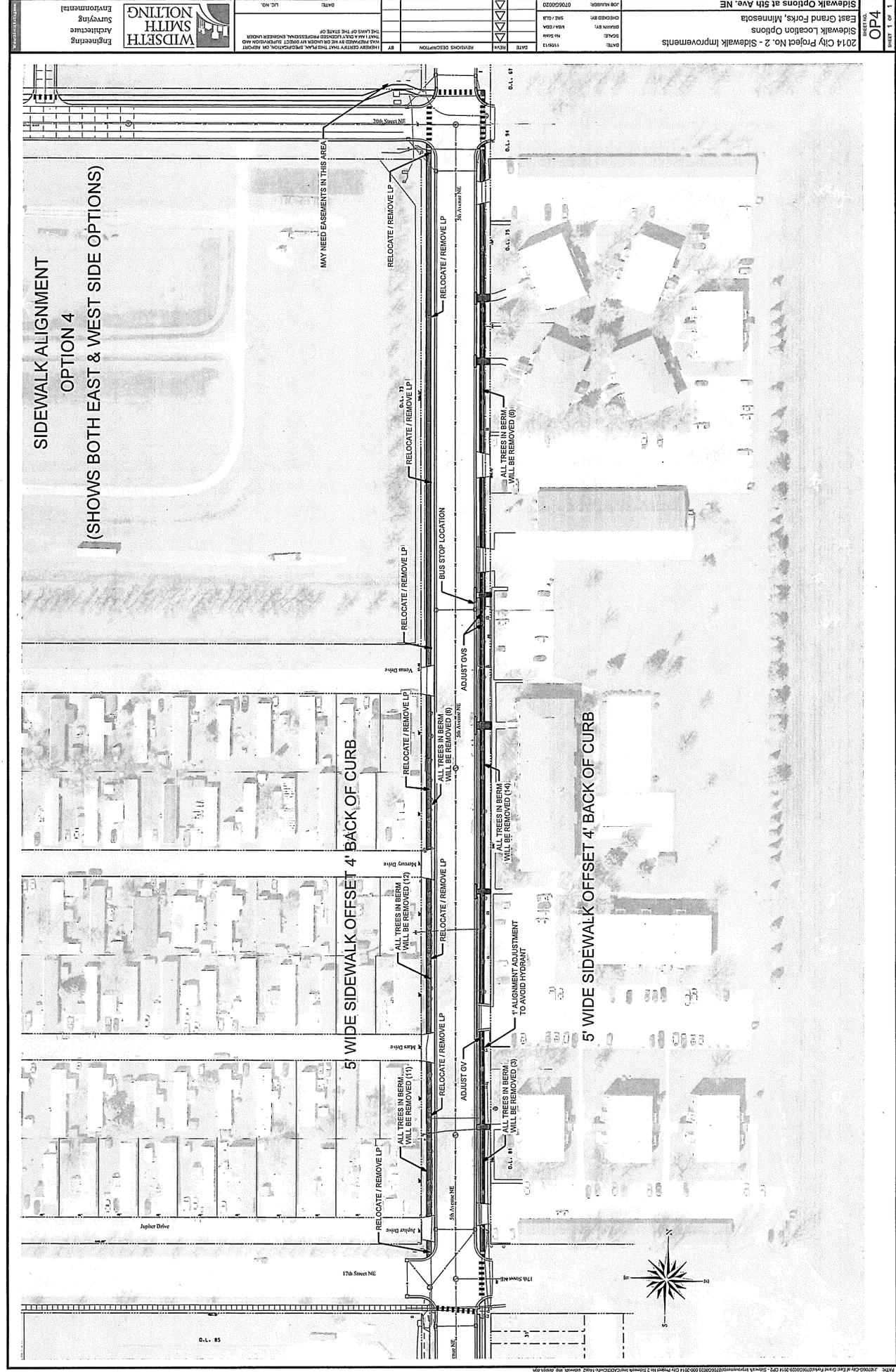
State Aid - \$23,000

Recommendation:

Install sidewalk along the eastside of 5th Avenue NE

Enclosures:

maps



**SIDEWALK ALIGNMENT
 OPTION 4
 (SHOWS BOTH EAST & WEST SIDE OPTIONS)**

2014 City Project No. 2 - Sidewalk Improvements Sidewalk Location Options East Grand Forks, Minnesota Sidewalk Options at 5th Ave, NE	
DATE:	11/01/13
SCALE:	1/8" = 1'-0"
DRAWN BY:	MSA/LSA
CHECKED BY:	MSA/LSA
JOB NUMBER:	070502020
DATE:	11/01/13
REVISIONS DESCRIPTION:	
BY:	
DATE:	
DATE:	
DATE:	

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

WIDSETH SMITH NOTTING
 Architecture
 Engineering
 Surveying
 Environmental

SHEET NO. **OP4**
 SHEET 1 OF 1
 10/16/13

RESOLUTION NO. 13 – 12 - 123

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

WHEREAS, the City Council has passed budget resolution _____---authorizing other transfers occurring in 2010; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the Clerk-Treasurer is authorized to make the following transfers for budget year 2013 as set out hereafter:

Reason	Amount	Transfer To	Transfer From
Fund Sand and Salt Shed	\$125,000	425-39-000-39201 Bdlg Maintenance Fund	101-43-120-45300
Local 12 CP5 Sidewalk 220 E	\$54,000	415-39-000-39201	101-49-300-47200
Distribute Tax Levy-2006 Bond	\$14,355	534-39-000-39204	101-49-300-47210
Distribute Tax Levy-2007 Bond	\$23,737	535-39-000-39204	101-49-300-47210
Cemetery Budgeted Transfer	\$5,000	214-39-000-39201	101-49-300-47240
Transit Budgeted Transfer	\$62,070	210-39-000-39201	101-49-300-47220
Budgeted for Waters Edge Bond	\$120,000	533-39-000-39204	280-49-300-47200
Budgeted for tax rebates	\$60,000	101-39-000-39204	280-49-300-47200

Transfers budgeted for **2011** that were not done:

Reason	Amount	Transfer To	Transfer From
Budgeted for Storm Water Mower	\$45,000	609-39-000-39203	280-49-300-47200
Budgeted for tax rebates	\$41,523	101-39-000-39204	280-49-300-47200

Transfers budgeted for **2012** that were not done:

<u>Reason</u>	<u>Amount</u>	<u>Transfer To</u>	<u>Transfer From</u>
Budgeted for Waters Edge Bond	\$120,000	533-39-000-39204	280-49-300-47200
Budgeted for tax rebates	\$71,193	101-39-000-39204	280-49-300-47200

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: December 17, 2013

Attest:

City Administrator/Clerk-Treasurer

President of the Council

I hereby approve the foregoing resolution this 17th day of December, 2013.

Mayor

RESOLUTION NO. 13 - 12 – 118 Amended

RESOLUTION TO ADOPT THE 2014 BUDGET

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

WHEREAS, The 2014 Proposed Budget must be adopted by September 15, 2013; and

WHEREAS, The city through resolution 06-09-79 adopted as sound fiscal policy that enterprise fund transfers shall not be used to finance current expenditures and regularly occurring capital expenditures in other funds; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the budgeted expenditures, excluding depreciation, for each fund during the 2014 calendar fiscal year shall be as follows:

General Fund:		
Current		
General Government	\$ 894,358	
Public Safety	3,549,656	
Public Works - Streets	1,315,240	
Parks and Recreation	1,369,871	
Library	473,174	
Senior Center	97,329	
Community Development	60,000	
Other Expenditures	245,670	
Capital Outlay		
General Government	0	
Public Safety	58,000	
Public Works - Streets	258,000	
Parks and Recreation	91,862	
Other Expenditures	50,000	
Other Financing Uses(Transfers)	238,012	
Reserved Used	28,272	
Total General Fund		\$8,701,174
Building Maintenance Fund		250,000
Community Growth Fund		110,000
Greenway Maintenance Fund		45,000
Transit Fund		493,938
State Aid Street Fund		731,062
Cemetery Fund		68,789
Perpetual Care Fund		0
Insect Control		38,555
Sewage Fund		3,696,809
Campbell/Olson Memorial Fund		1,000
Water Fund		2,605,180
Electric Fund		13,605,567
Refuse and Recycling Fund		911,846
Storm Water Fund		273,989
Lot Incentive Fund		310,000

Levee Fund
Commercial Properties Fund

6,500
162,330

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

Voting Nay: None.

The President declared the resolution passed.

Passed: December 3, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of December, 2013.

Mayor

Request for Council Action

Date: December 17, 2013

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

Cc: File

From: David Murphy, City Administrator

RE: Resolution 13-12-124

Each year the Council is required to adopt the non-union pay grade schedule. The 2014 pay grade schedule includes a 2% Cost of Living (COLA) increase over 2013. This is the same COLA that is in the three union contracts before the Council for the December 17th, 2013 meeting.

RESOLUTION NO. 13 – 12 - 124

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

WHEREAS, the City Council of East Grand Forks supports the incorporation of a citywide Compensation Plan to create a long-term sustainable, long-term compensation solution that complies with Minnesota State Statutes regarding pay equity;

WHEREAS, during the budget work sessions, the Council discussed and recommended a 2% cost of living wage increase for City employees; and

WHEREAS, pursuant to the 2014 – 2015 Law Enforcement Labor Services Agreement, the Police Department Employees shall receive a 2% cost of living increase for 2014.

WHEREAS, pursuant to the 2014 – 2015 International Association of Fire Fighters Agreement, the Fire Department Employees shall receive a 2% cost of living increase for 2014.

WHEREAS, pursuant to the 2014 – 2015 AFSCME Agreement, the Department Heads shall receive a 2% cost of living increase for 2014;

WHEREAS, the employee placement on the wage scale for 2014 as presented is contingent upon favorable performance evaluation for employees

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, that the City implements the Compensation Plan attached herein for non-union employees.

BE IT FURTHER RESOLVED that the City Council authorizes the City Administrator to implement the Compensation Plan attached herein;

Any provisions not amended in this resolution shall be addressed through the City of East Grand Forks Personnel Policy Manual under the sections including, but not limited to, **POSITION CLASSIFICATION PLAN, RECLASSIFICATION, and COMPENSATION.**

City of East Grand Forks Compensation Plan

Grade	Step							
	1	2	3	4	5	6	7	8
1	19,670.70	20,188.35	20,706.00	21,741.30	22,776.60	23,811.90	24,847.20	25,882.50
2	20,949.30	21,500.59	22,051.89	23,154.48	24,257.08	25,359.67	26,462.27	27,564.86
3	22,311.00	22,898.13	23,485.26	24,659.53	25,833.79	27,008.06	28,182.32	29,356.58
4	23,761.21	24,386.51	25,011.80	26,262.39	27,512.98	28,763.57	30,014.16	31,264.76
5	25,305.69	25,971.63	26,637.58	27,969.45	29,301.33	30,633.21	31,965.08	33,296.97
6	26,950.57	27,659.79	28,369.01	29,787.47	31,205.92	32,624.36	34,042.82	35,461.27
7	28,702.35	29,457.67	30,213.01	31,723.65	33,234.30	34,744.95	36,255.61	37,766.25
8	30,568.00	31,372.43	32,176.84	33,785.69	35,394.53	37,003.37	38,612.22	40,221.05
9	32,554.93	33,411.64	34,268.34	35,981.76	35,624.57	37,695.17	41,122.01	42,835.42
10	34,671.00	35,583.39	36,495.78	38,320.57	40,145.36	41,970.15	43,794.94	45,619.73
11	36,924.61	37,896.31	38,868.01	40,811.41	42,754.80	44,698.21	46,641.95	48,585.01
12	39,324.71	40,359.13	41,394.43	43,464.15	45,533.87	47,603.59	49,673.31	51,743.04
13	41,880.81	42,982.94	44,085.06	46,289.32	48,493.58	50,697.82	52,902.08	55,106.34
14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25
15	47,502.27	48,752.33	50,002.38	52,502.51	55,002.62	57,502.75	60,002.86	62,502.98
16	50,589.91	51,921.23	53,252.54	55,915.17	58,577.79	61,240.42	63,903.04	66,565.68
17	53,878.25	55,296.11	56,713.95	59,549.65	62,385.35	65,221.05	68,056.75	70,892.45
18	57,380.34	58,890.35	60,400.36	63,420.38	66,440.40	69,460.42	72,480.43	75,500.45
19	61,110.06	62,718.23	64,326.39	67,542.70	70,759.03	73,975.34	77,191.67	80,407.98
20	65,082.22	66,794.91	68,507.60	71,932.99	75,358.39	78,783.74	82,209.12	85,634.50
21	69,312.57	71,136.58	72,960.59	76,608.63	80,256.65	83,904.69	87,552.71	91,200.75
22	73,817.88	75,760.46	77,703.03	81,588.18	85,473.33	89,358.49	93,243.64	97,128.79
23	78,616.04	80,684.88	82,753.73	86,891.41	91,029.10	95,166.79	99,304.47	103,442.17
24	83,726.09	85,929.40	88,132.72	92,539.36	96,946.00	101,352.63	105,759.27	110,165.90
25	89,168.29	91,514.82	93,861.35	98,554.42	103,247.49	107,940.55	112,633.62	117,326.69

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: December 17, 2013

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 17th of December, 2013.

Mayor

Request for Council Action

Date: 12/13/13

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

Cc: File

From: David Murphy

RE: Proposed Agreement for LSS Services

The research and preparation for this item is ongoing and a proposed agreement will be presented at the meeting.

Request for Council Action

Date: December 17, 2013

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

Cc: File

From: David Murphy, City Administrator

RE: 2014 – 2015 LELS & IAFF Contracts

No changes have been made to the proposed contracts as presented at the workshop.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2014

through

DECEMBER 31, 2015

TABLE OF CONTENTS

Article	Page
ARTICLE 1: PURPOSE OF AGREEMENT	2
ARTICLE 2: DEFINITIONS.....	2
ARTICLE 3: RECOGNITION	3
ARTICLE 4: EMPLOYER AUTHORITY.....	3
ARTICLE 5: UNION RIGHTS	3
ARTICLE 6: GRIEVANCE PROCEDURE.....	4
ARTICLE 7: SAVINGS CLAUSE.....	7
ARTICLE 8: LEAVES OF ABSENCE.....	7
ARTICLE 9: DISCIPLINE.....	8
ARTICLE 10: INSURANCE.....	9
ARTICLE 11: HOLIDAYS	11
ARTICLE 12: VACATION.....	11
ARTICLE 13: SICK LEAVE	13
ARTICLE 14: HOURS OF WORK	14
ARTICLE 15: OTHER PAY	14
ARTICLE 16: UNIFORM EXPENSES AND ALLOWANCE	15
ARTICLE 17: TRAINING AND TRAINING PAY	16
ARTICLE 18: WAIVER.....	16
ARTICLE 19: DURATION.....	16
SCHEDULE A	19

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: DEFINITIONS

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

ARTICLE 3: RECOGNITION

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

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees; to lay off employees; to assign duties, tasks, jobs, and overtime to employees; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

Section 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

Section 4.3 Subcontracting. The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting employee work should such subject arise during the term of this agreement.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

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

Section 5.2 Payroll Savings.

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

Section 5.3 Facilities.

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

Section 5.4 Bulletin Board.

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

Section 5.5 Indemnification.

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

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance.

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

Section 6.2 Union Representatives.

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

Section 6.3 Processing of a Grievances.

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

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

Section 6.4 Procedure.

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

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

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

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

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

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

Section 6.5 Arbitrator's Authority.

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

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

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

Section 6.6 Waiver.

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

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

Section 6.7 Choice of Remedy.

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

ARTICLE 7: SAVINGS CLAUSE

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

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave.

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

Section 8.2 Jury Duty.

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

Section 8.3 Other Leave.

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

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

Section 8.4 Parenting Leave.

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

ARTICLE 9: DISCIPLINE

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

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

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

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

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

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

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

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

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

Subsection 10.1.1 Non Dependent (single) Coverage: Effective January 1, 2014, the EMPLOYER shall contribute up to \$472.57 of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in single coverage in the \$2,500 High Deductible HSA-eligible health insurance plans (100%, \$500 deductible, or \$1,000 deductible). For EMPLOYEES enrolled in single coverage in the \$2,500 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$481.39 toward premium cost and \$226.83 in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$113.42 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$113.42 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 10.1.2 Dependent (family) Coverage: Effective January 1, 2014, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family \$5,000 High Deductible HSA-eligible health insurance plan, the Employer shall contribute \$519.29 annually in twenty-four (24) equal bi-monthly installments into the family HSA account, ending December 31, 2015. If EMPLOYEES elect to contribute \$259.64 annually in (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$259.64 annually

in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

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

Subsection 10.1.4 Scope of EMPLOYER Responsibility: The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE'S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Subsection 10.1.5 The Union and the Employer agree to reopen the health insurance provisions of this agreement in order to establish the Employer's insurance contribution rates for the duration of the contract, to allow the Union to explore the Public Employees Insurance Plan (PIEP), and to allow negotiations in the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the City to be subject to a penalty, tax, or fine.

Section 10.2 Life Insurance.

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

Section 10.3 Disability Insurance.

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

Section 10.4 False Arrest Insurance.

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

ARTICLE 11: HOLIDAYS

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

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

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

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

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

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

ARTICLE 12: VACATION

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

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours

Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	208 hours

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

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

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours

Vacation accumulations will be charged for actual hours used.

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

ARTICLE 13: SICK LEAVE

- Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S hourly wage equivalent per Schedule A of this AGREEMENT.
- Section 13.2 Working days only shall be counted when computing sick leave.
- Section 13.3 Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.
- Section 13.4 When an EMPLOYEE is eligible for workers' compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.
- Section 13.5 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time.
- Section 13.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required. This time shall be charged against the EMPLOYEE'S sick leave account.
- Section 13.7 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 13.8 Upon resignation, retirement, death or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon resignation, retirement, death or disability of an

EMPLOYEE hired on or after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.9 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick leave hours compensation at the EMPLOYEE'S hourly wage then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back sick leave hours under this section prior to December 1 of that year.

ARTICLE 14: WORK WEEK

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

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

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

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

ARTICLE 15. OTHER PAY

Section 15.1 Extension of Shift.

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

Section 15.2 Call Back.

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

Section 15.3 Court Cancellation Pay.

If a Patrol Officer or Sergeant is required to appear in court for police affiliated matters, the appearance is canceled, and the first attempt to notify the Police Officer or Sergeant of such cancellation is made after 5:00 p.m. on the calendar day prior to the court date, the Patrol Officer or Sergeant will be compensated at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A for three (3) hours of pay at this rate.

Section 15.4 No Pyramiding.

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

ARTICLE 16: UNIFORM EXPENSES AND ALLOWANCE

Section 16.1 Expenses.

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

Section 16.2 Allowance.

One hundred dollars (\$100.00) annually will be available to each EMPLOYEE for Duty Gear. Employees will receive Duty Gear Allowance once yearly to be paid out with their CTO Payout.

ARTICLE 17: TRAINING AND TRAINING PAY

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

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

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

ARTICLE 18: WAIVER

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

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

ARTICLE 19: DURATION

This AGREEMENT will be in effect as of January 1, 2014, and will remain in full force until December 31, 2015, and will continue from year to year thereafter unless either

party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

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

City of East Grand Forks

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

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

EMPLOYEES shall be compensated according to the following schedule. Commencing January 1, 2014 and again on January 1, 2015, any EMPLOYEE not at or above the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. Any employee at the maximum pay step and not eligible for a step increase will receive a 2% increase beginning January 1 for calendar year 2014 and a 2% increase on beginning January 1 for calendar year 2015 as part of the adjusted wage scale. The annual rating is subject to the grievance procedure. The anniversary date for all employees hired before January 1, 2010 shall be July 1 if they have been employed and/or on an approved paid leave consecutively in the same position they had on December 31, 2009 or demoted. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

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

2014 Pay Schedule

Grade	1	2	3	4	5	6	7	8
9	32,554.93	33,411.64	34,268.34	35,981.76	35,624.57	37,695.17	41,122.01	42,835.42
14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25
17	53,878.25	55,296.11	56,713.95	59,549.65	62,385.35	65,221.05	68,056.75	70,892.45
18	57,380.34	58,890.35	60,400.36	63,420.38	66,440.40	69,460.42	72,480.43	75,500.45

2015 Pay Schedule

Grade	1	2	3	4	5	6	7	8
9	33,206.02	34,079.87	34,953.70	36,701.39	36,337.06	38,449.07	41,944.45	43,692.13
14	45,495.13	46,692.37	47,889.61	50,284.09	52,678.56	55,073.05	57,467.53	59,862.01
17	54,955.82	56,402.03	57,848.23	60,740.64	63,633.05	66,525.47	69,417.88	72,310.30
18	58,527.95	60,068.16	61,608.37	64,688.78	67,769.21	70,849.63	73,930.04	77,010.46

Job Classification
 Secretary-Dispatcher
 Patrol Officer
 Patrol Sergeant
 Detective Sergeant
 Police Lieutenant

Pay Grade
 9
 14
 17
 17
 18

Investigator

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

Night Differential

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

Field Training Officer Differential

Officers providing Field Training will receive a \$2.00 (two) dollar per hour differential for the hours spent providing field training to new officers.

Work out of Class Compensation

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

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 3423**

JANUARY 1, 2013 through DECEMBER 31, 2015

TABLE OF CONTENTS

Article		Page
ARTICLE 1	PURPOSE OF AGREEMENT	3
ARTICLE 2	DEFINITIONS.....	3
ARTICLE 3	RECOGNITION	4
ARTICLE 4	EMPLOYER AUTHORITY.....	4
ARTICLE 5	UNION RIGHTS	5
ARTICLE 6	GRIEVANCE PROCEDURE.....	6
ARTICLE 7	SAVINGS CLAUSE	8
ARTICLE 8	LEAVES	8
ARTICLE 9	INSURANCE.....	9
ARTICLE 10	HOLIDAYS	10
ARTICLE 11	VACATION.....	11
ARTICLE 12	SICK LEAVE	12
ARTICLE 13	SHIFT SCHEDULE.....	13
ARTICLE 14	OVERTIME.....	14
ARTICLE 15	CLOTHING ALLOWANCE.....	15
ARTICLE 16	INJURY ON DUTY	15
ARTICLE 17	WORKING OUT OF CLASSIFICATION	15
ARTICLE 18	DISCIPLINE.....	16
ARTICLE 19	WAIVER.....	16
ARTICLE 20	DURATION.....	16
SCHEDULE A.....		18

ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is made and entered into between the City of East Grand Forks, hereinafter referred to as EMPLOYER, and the International Association of Fire Fighters, Local No. 3423, hereinafter referred to as UNION. The intent and purpose of this agreement is to:

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

ARTICLE 2: DEFINITIONS

- Section 2.1 ANSWER. A concise response outlining the EMPLOYER'S position on a grievance.
- Section 2.2 APPOINTING AUTHORITY. The official empowered by statute, ordinance, or charter to make an appointment to a vacancy in the EMPLOYER'S work force.
- Section 2.3 DAYS. Calendar Days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.4 DEPARTMENT. The Fire DEPARTMENT of the EMPLOYER.
- Section 2.5 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 2.6 EMPLOYER. The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.7 EMPLOYEE. A member of this bargaining unit.
- Section 2.8 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 2.9 REDUCED TO WRITING. A statement outlining the nature of a grievance, the provision(s) of the agreement in dispute and the remedy requested.

Section 2.10 SERVE(ICE). Personal Service or service by First Class United States Mail. Service by mail shall be effective upon mailing.

Section 2.11 UNION. The International Association of Fire Fighters, Local No. 3423.

Section 2.12 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 for all essential EMPLOYEES of the East Grand Forks Fire DEPARTMENT, East Grand Forks, Minnesota, who are public EMPLOYEES within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory, confidential, and all other EMPLOYEES. The job classifications covered by the terms and conditions of this AGREEMENT are included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to establish shifts and hours; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees, to lay off employees ; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this agreement.

Section 4.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish, or eliminate.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction

The EMPLOYER shall deduct from the wages of EMPLOYEES an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

Section 5.2 Steward and Representative

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

Section 5.3 Facilities

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

Section 5.4 Bulletin Board

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political or detrimental to the EMPLOYER.

Section 5.5 Working Hours

Negotiation and grievance meetings between the EMPLOYER and the UNION shall be held during normal working hours whenever possible.

Section 5.6 Union Representation

All EMPLOYEES covered by this contract are entitled to UNION representation by an official UNION REPRESENTATIVE of their choice whenever an employee thinks it is necessary.

Section 5.7 Indemnity

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

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 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided may be limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during 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 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 6.3 Procedure

Step 1. An EMPLOYEE with a grievance shall within twenty (20) calendar days after the occurrence of the event that gave rise to the grievance or within twenty (20) calendar days after the EMPLOYEE through the use of reasonable diligence should have had knowledge of the occurrence of the event that gave rise to the grievance, request in writing an informal meeting with the designated employer designated representative in an attempt to resolve the grievance. If the grievance is not resolved within five (5) calendar days after the informal meeting date, or an informal meeting is not held within five (5) calendar days of the written request, the EMPLOYEE may escalate the grievance procedure to the next step.

Step 2. Any grievance not resolved in Step 1 may be reduced to writing by the UNION representative and served upon the City Administrator within fifteen (15) calendar days after the informal meeting date. The City Administrator will give the UNION the opportunity for a meeting on the grievance within ten (10) calendar days after receipt of the grievance. The City Administrator will ANSWER the UNION's Step 2 grievance within fifteen (15) calendar days after the meeting. If the UNION does not choose to have a meeting, the City Administrator will provide the UNION an ANSWER to the grievance within twenty (20) calendar days after receipt of the grievance.

Step 3. Either party may appeal the decision of the City Administrator by serving a written notice on the other party of its intention to proceed with arbitration. Such notice must be served within ten (10) calendar days of the moving party's receipt of the Administrator's ANSWER. 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.

The UNION and the EMPLOYER will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the UNION and the EMPLOYEE are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on whom will strike the first name, the question will be decided by a flip of a coin.

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

Section 6.4 Arbitrator's Authority

Subsection 6.4.1 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 UNION and EMPLOYER, and shall have no authority to make decisions on any other issue not so submitted.

Subsection 6.4.2 The decision of the arbitrator shall be final and binding on all parties and shall be based solely on the arbitrator's interpretation or application of the express terms of the agreement and to the facts of the grievance presented.

Section 6.5 Waiver

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the UNION'S failure to adhere to the time limits may result in a forfeit of the grievance. The EMPLOYER'S failure to adhere to the time limits may require mandatory alleviation of the grievance as outlined in the last statement by the UNION.

Section 6.6 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 6.3 and the grievance involved the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 6.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 6.3, the grievance is not subject to the arbitration

procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This agreement is subject to the laws, 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

Section 8.1 Funeral Leave

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY member. Additional days for funeral leave may be granted at the discretion of the APPOINTING AUTHORITY for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time, whichever the EMPLOYEE chooses.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave when called for jury duty or subpoenaed to appear as a witness. EMPLOYEES will be paid by the EMPLOYER the difference of their normal rate of compensation and the amount received as juror (less any amount received for mileage or expense allowance).

Section 8.3 Other Leave

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four WORKING DAYS shall be in writing and directed to the APPOINTING AUTHORITY. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the APPOINTING AUTHORITY 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) WORKING 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) WORKING 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. Such leave shall not result in overtime costs to the EMPLOYER.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Nondependent (Single) Coverage. Effective January 1, 2013, the EMPLOYER shall contribute up to \$472.57 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plan. For employees enrolled in a single HSA-eligible health insurance plan, the Employer shall contribute \$327.16 annually in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2013.

Effective January 1, 2014, the EMPLOYER shall contribute up to \$472.57 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans (100%, \$500 deductible, or \$1,000 deductible). For EMPLOYEES enrolled in single coverage in the \$2,500 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$481.39 toward premium cost and \$226.83 annually in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$113.42 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$113.42 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 9.1.2 Dependent (Family) Coverage. Effective January 1, 2013, the EMPLOYER shall contribute up to \$1,081.85 toward the premium cost per month for a dependent (family) health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans. For employees enrolled in a family HSA-eligible health insurance plan, the Employer shall contribute \$748.97 annually in twenty-four (24) equal bi-monthly installments into the single HSA account, ending December 31, 2013.

Effective January 1, 2014, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for a dependent (family) health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family \$5,000 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$519.29 annually in twenty-four (24) equal bi-monthly installments into the family H.S.A account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$259.64 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$259.64 annually in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Section 9.2 Life Insurance

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

Section 9.3 Disability Insurance

The EMPLOYER shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of that insurance. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation benefits.

Section 9.4 Physical

Health Insurance currently provides for an annual paid Physical for participants. Any future references and /or conditions of physicals in the Firefighters contract will be negotiated.

ARTICLE 10: HOLIDAYS

Section 10.1 EMPLOYEES are to receive vacation time in lieu of ten (10) holidays per year and an additional three (3) floating holidays. The thirteen (13) holidays are:

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

Section 10.2 Martin Luther King Day, which shall be treated as a floating holiday, and the three (3) floating holidays, may be taken at the EMPLOYEE'S discretion, but only if it is approved by the Fire Chief. Such request to use a floating holiday must be made to the Fire Chief at least one (1) day prior to the requested day of the leave.

Section 10.3 EMPLOYEES who work a full WORKING DAY on a named holiday in Section 10.1, i.e., excluding any floating holidays, shall be paid four hours of pay at the rate of one and one-half (1-1/2) times the their normal rate of compensation in addition to their normal rate of compensation for working such day. Christmas Day shall be paid at twice their hourly wage listed in Schedule A of this AGREEMENT for all hours worked on the holiday.

ARTICLE 11: VACATION

Section 11.1 All full time EMPLOYEES hired before January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS
Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS

All full time EMPLOYEES hired after January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	3 WORKING DAYS
Upon completion of 24 months	4 WORKING DAYS
Upon completion of 48 months	5 WORKING DAYS
Upon completion of 72 months	6 WORKING DAYS
Upon completion of 84 months	7 WORKING DAYS
Upon completion of 96 months	8 WORKING DAYS
Upon completion of 108 months	9 WORKING DAYS
Upon completion of 120 months	10 WORKING DAYS
Upon completion of 132 months	11 WORKING DAYS

Upon completion of 144 months	12 WORKING DAYS
Upon completion of 156 months	13 WORKING DAYS
Upon completion of 168 months	14 WORKING DAYS
Upon completion of 180 months	15 WORKING DAYS

Section 11.2. Any EMPLOYEE with more than (1) year of service who leaves the employment of the EMPLOYER by reason of death, disability, retirement, dismissal, or resignation will be paid for his/her unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designation the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of one (1) day per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S normal rate of compensation.

Section 12.2 WORKING DAYS only shall be counted when computing sick leave.

Section 12.3 Sick leaves 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 12.4 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 until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

- Section 12.5 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required.
- Section 12.6 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.7 Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one hundred sixty (160) days, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate. Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.
- Section 12.8 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2010 may sell back to the EMPLOYER unused sick leave in excess of one hundred twenty (120) days up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of one hundred twenty (120) days may be sold back under this provision up to six (6) days 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 the sick days under this section prior to December 1 of that year.

ARTICLE 13: SHIFT SCHEDULE

Section 13.1 The EMPLOYER shall establish work schedules. Full-time EMPLOYEES will be assigned shifts by the employer between eight (8) and twenty-four (24) hours in duration. EMPLOYEES shall accrue hours to fulfill the work requirements in the following manner:

- Actual hours spent on duty

- Actual hours spent on assigned training
- Holiday leave
- Vacation leave
- Sick leave
- Funeral leave
- Injury on duty leave
- Special assignment (e.g. jury duty)

Section 13.2 Shift Exchange - Upon approval of the Shift Commander and Fire chief, EMPLOYEES may exchange shifts with other members if the exchange does not interfere with the operations of the Fire DEPARTMENT.

ARTICLE 14: OVERTIME

Section 14.1 Extension of Shift

If an EMPLOYEE works on behalf of the EMPLOYER in response to a request by the EMPLOYER to work beyond the EMPLOYEE'S scheduled shift, such work will be considered overtime hours and will be compensated for each hour worked at the rate of one and one-half (1-1/2) times the their normal rate of compensation for each hour worked.

Section 14.2 Call Back

If an EMPLOYEE works on behalf of the EMPLOYER in response to a call back after being relieved from duty and such work is outside of their scheduled shift, such work will be considered overtime hours and will compensated for at the rate of one and one half (1-1/2) their normal rate of compensation listed in Schedule A with a minimum of three (3) hours of pay at this rate.

Section 14.3 Training

Overtime shall be paid for all mandatory and recurring training on off-duty hours.

Subsection 14.3.1 Mandatory training includes training required by the EMPLOYER or jurisdiction of competent authority to be a fire fighter in the City of East Grand Forks.

Subsection 14.3.2 Recurring training includes the monthly drills of the East Grand Forks Fire DEPARTMENT.

Subsection 14.3.3 Elective training is other training taken for personal gain.

Section 14.4 No Pyramiding

For the purpose of computing overtime compensation, overtime hours worked shall not be

pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 15: CLOTHING ALLOWANCE

Section 15.1 The EMPLOYER will provide EMPLOYEES with their initial set of uniforms as follows:

- 4 shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 2 badges (shirt & jacket)
- 1 belt
- 1 pair station uniform boots (with a cap of \$100.00).

Section 15.2 All uniforms required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the employer and maintained in good, safe condition.

Section 15.3 EMPLOYEES may carryover any unused boot reimbursement from a calendar year into subsequent calendar years, but an EMPLOYEE may not accumulate more than twice the cap for the calendar year.

ARTICLE 16: INJURY ON DUTY

When an EMPLOYEE is eligible for worker's compensation payments, the EMPLOYER will pay the complete salary to the EMPLOYEE and the same shall be charged to the EMPLOYEE'S sick leave until worker's compensation takes over. Thereafter, the EMPLOYEE may supplement the compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S normal rate of compensation, provided only that the same is not ruled illegal either by an Attorney General's opinion or court decision. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

ARTICLE 17: WORKING OUT OF CLASSIFICATION

An Engineer or Firefighter, who is the senior member on duty, and who acts in the capacity of an Assistant Chief when the regularly-assigned Assistant Chief is absent, shall receive a lump sum payment not to exceed \$50.00 for a 24-hour period. The payment shall be prorated based upon actual hours worked in the capacity of Assistant Chief.

ARTICLE 18: DISCIPLINE

Section 18.1 All disciplinary actions shall be in written form. An EMPLOYEE has the right to request UNION representation when discipline is being administered. EMPLOYEES and the UNION shall receive a copy of all such disciplinary actions. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 18.2 Probationary Employees

During their probationary period, EMPLOYEES may be discharged at any time without cause. Such discharge cannot be grieved through Article 6 of this AGREEMENT.

ARTICLE 19. WAIVER

Section 19.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

Section 19.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings 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 or employment referred to or covered in this AGREEMENT or with respect to any term and condition of employment not specifically referred to or covered by the 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 20: DURATION

This agreement is effective January 1, 2013, and will remain in full force until December 31, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act that it desires to modify this agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in force and effect until a new contract is signed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2013.

City of East Grand Forks

International Association of Firefighters, Local No. 3423

By: _____
Mayor

By: _____
President

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Secretary

Dated: _____

Dated: _____

SCHEDULE A

Each EMPLOYEE will be paid pursuant to the EMPLOYER'S Compensation Plan below. For the time period of January 1, 2014 through December 31, 2015, Each EMPLOYEE not at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on their anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. EMPLOYEES whose base pay is above the adopted pay range for their job classification shall receive an increase in their base pay of two percent (2%), effective January 1, 2014 and two percent (2%), effective January 1, 2015. The anniversary date for all employees hired before January 1, 2010 shall be July 1 if they have been employed consecutively in the same position they had on December 31, 2013. 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 EMPLOYEES for the purposes of accruing sick leave and vacation shall be based on the date the EMPLOYEE began employment with the EMPLOYER.

IAFF Local No. 3423 Compensation Plan

January 1, 2014 through December 31, 2014

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	39,324.71	40,359.13	41,394.43	43,464.15	45,533.87	47,603.59	49,673.31	51,743.04
291 - 323	14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25
359 - 395	16	50,589.91	51,921.23	53,252.54	55,915.17	58,577.79	61,240.42	63,903.04	66,565.68

January 1, 2015 through December 31, 2015

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	40,111.21	41,166.31	42,222.32	44,333.43	46,444.55	48,555.66	50,666.78	52,777.90
291 - 323	14	45,495.13	46,692.37	47,889.61	50,284.09	52,678.56	55,073.05	57,467.53	59,862.01
359 - 395	16	51,601.71	52,959.65	54,317.59	57,033.47	59,749.35	62,465.23	65,181.10	67,896.99

Job Classification

Firefighter

Fire Department Engineer

Assistant Fire Chief

Pay Grade

12

14

16

Request for Council Action

Date: December 17, 2013

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

Cc: File

From: David Murphy, City Administrator

RE: 2014 – 2015 AFSCME Contract.

Representatives from AFSCME and the City met on Wednesday, December 11th and have reached a tentative agreement. The essential terms are the same as LELS and IAFF and are as follows:

Article 7.1 be amended to add “Employee will be allowed one (1) day of paid leave per year if they are a pall bearer at a funeral”

Article 9.1 be amended to reflect the same insurance benefits as agreed to by LELS and IAFF.

Article 14 be amended to reflect a 2% COLA for years 2014 and 2015.

Article 17 be amended to a two year contract.

An addition be made to Schedule A to read “The position of Fire Chief, City Planner and Parks and Recreation Superintendent be re-evaluated by an independent third party. In the event the outcome of the re-evaluation reflects that the position(s) are due to receive an increase in pay/grade this adjustment will be retroactive to 1-1-2014.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2014

through

DECEMBER 31, 2015

TABLE OF CONTENTS

Article	Page
ARTICLE 1: PURPOSE OF AGREEMENT	2
ARTICLE 2: CERTIFICATION AND RECOGNITION	2
ARTICLE 3: MANAGEMENT RIGHTS	2
ARTICLE 4: UNION RIGHTS	3
ARTICLE 5: GRIEVANCE PROCEDURE.....	4
ARTICLE 6: SAVINGS CLAUSE.....	7
ARTICLE 7: LEAVES OF ABSENCE.....	7
ARTICLE 8: DISCIPLINE.....	8
ARTICLE 9: INSURANCE.....	9
ARTICLE 10: HOLIDAYS	11
ARTICLE 11: VACATIONS	12
ARTICLE 12: SICK LEAVE	13
ARTICLE 13: HOURS OF WORK.....	14
ARTICLE 14: SALARY SCHEDULE.....	15
ARTICLE 15: MILEAGE REIMBURSEMENT	15
ARTICLE 16: WAIVER.....	15
ARTICLE 17: TERMINATION AND MODIFICATION.....	16
SCHEDULE A	18

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: CERTIFICATION AND RECOGNITION

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

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

Section 4.2 Steward and Representative

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

Section 4.3 Facilities

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

Section 4.4 Bulletin Board

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

Section 4.5 Indemnification

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

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

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

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

Section 5.2 Computation of Time

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

Section 5.3 Grievance Procedure

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

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

representative within 10 days after the grievance is presented.

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

Step 3 Arbitration

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

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

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

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

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

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

Section 5.4 Processing of Grievances

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

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

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

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

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

Section 5.5 Choice of Remedy

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

ARTICLE 6: SAVINGS CLAUSE

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

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. Employee will be allowed one (1) day of paid leave per year if they are a pall bearer at a funeral. Additional days for funeral leave may be granted at the discretion of the Employer for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation time.

Section 7.2 Jury Duty

All employees will receive an automatic leave of absence when called for jury duty. Employees will be paid by the Employer the difference of their regular compensation and the amount received as a juror (less any amount received for mileage or expense allowance).

Section 7.3 Other Leave

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

Section 7.4 Parenting Leave

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

Section 7.5 Union Business

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

ARTICLE 8: DISCIPLINE

Section 8.1 Just Cause

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

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

Section 8.2 Notification to Union

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

Section 8.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 5 of this agreement.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Single Coverage. Effective January 1, 2014, the EMPLOYER shall contribute up to \$472.57 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans (100%, \$500 deductible, or \$1,000 deductible). For EMPLOYEES enrolled in single coverage in the \$2,500 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$481.39 toward premium cost and \$226.83 in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$113.42 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$113.42 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 9.1.2 Dependent (Family Coverage). Effective January 1, 2014, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for a dependent (family) health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family \$5,000 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$519.29 in twenty-four (24) equal bi-monthly installments into the family H.S.A account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$259.64 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$259.64 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 9.1.3 Scope of Employer Responsibility: The Employer's responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Employer has failed to pay required contributions to the insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

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

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 9.3.1 Purpose of this Section: To establish the basis for the AFSCME Council 65 Local No. 3452 (Union) and the Employer to provide for the participation of employees covered by the Labor Agreement between the Union and the Employer in the State of Minnesota, Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

Subsection 9.3.2 Duration : Eligibility for participation by employees in the HCSP will begin effective January 1, 2007 and continue unless specifically terminated by the parties.

Subsection 9.3.3 Administration: The Employer will handle the administrative responsibilities of remitting and accounting for the employees contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for individual employees by majority vote of Local No. 3452. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union Unit. Beginning in 2008, all retiring employees with more than thirty years service shall direct 0% of their eligible severance pay to MSRS Health Care Savings Plan. All other eligible employees

will direct 100% of their severance package to the MSRS Health Care Savings Plan.

Beginning in 2008, all eligible employees will contribute the dollar equivalent of 3% of the unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.

Subsection 9.3.5 Investment Options: Individual employees may select their individual investment options from the list of options made available to individual employees by the MSRS.

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

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

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

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

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time

off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

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

ARTICLE 11: VACATIONS

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

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

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years	200 hours
20 years	208 hours

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

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

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

8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours

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

ARTICLE 12: SICK LEAVE

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

Section 12.2 Only working days shall be counted when computing sick leave. Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. For absences longer than three (3) days, a written report by a doctor may be requested by the Employer confirming illness, injury or treatment.

Section 12.3 When an employee is eligible for worker's compensation payments and they are unable to work due to the personal injury qualifying them for such payment, the Employer will pay the complete salary to the employee and the same shall be charged to the employee's sick leave until worker's compensation takes over. Thereafter, the employee may supplement the compensation payments with a portion of the employee's sick leave so that the combination of the two will equal the employee's weekly wage as defined in the workers' compensation law, unless an Attorney General's opinion or a court of competent jurisdiction determines that such action by the Employer is contrary to law. In the event an employee's sick leave is completely exhausted, the employee will then receive worker's compensation payments only.

Section 12.4 Sick leave may also be used in the case of illness in the immediate family requiring the employee's attendance, and will be for the actual time required, but not to exceed three (3) working days. This time shall be charged against the employee's sick leave account.

Section 12.5 Employees using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 12.6 Upon resignation, retirement, death or disability of an employee, an employee hired before January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) hours, and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours of unused sick leave then accumulated and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2010 shall be paid for 50% of the employee's unused sick leave then accumulated, the pay therefore shall be at the employee's normal rate of compensation then being received.

Section 12.7 Upon the death of an employee, the person designated to receive the payments referenced in Section 12.6 as a result of such death shall be the person authorized in writing by the employee as the beneficiary of such payments. If no such written authorization is received from the employee, the payments shall be paid to the personal representative of the employee's estate in accordance with applicable law.

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

ARTICLE 13: HOURS OF WORK

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

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

ARTICLE 14: SALARY SCHEDULE

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

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

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

ARTICLE 15: MILEAGE REIMBURSEMENT

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

ARTICLE 16: WAIVER

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

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and

unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 17: TERMINATION AND MODIFICATION

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

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

City of East Grand Forks

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

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

AFSCME Council 65 Compensation Plan

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

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

- The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.
- The Position of Fire Chief, City Planner and Parks and Recreation Superintendent be re-evaluated by an independent third party. In the event that the outcome of the re-evaluation reflects that the position(s) are due to receive an increase in pay/grade this adjustment will be retroactive to 1/1/2014.

Request for Council Action

Date: December 17, 2013

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

Cc: File

From: David Murphy, City Administrator

RE: Goal Setting/Visioning Session

Mr. Neu has confirmed January 10th and 11th and has reserved flight, hotel and car rental. The terms and price remain what was discussed at the work session..

Request for Council Action

Date: December 17, 2013

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

Cc: File

From: David Murphy, City Administrator

RE: Resolution for Reassessment

The research and preparation for this item is ongoing and will be verbally presented at the meeting.

RESOLUTION NO. 13 – 12 - 125

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

WHEREAS, the City of East Grand Forks, (hereinafter “The City”) authorized 2007 Assessment Job No.2 Utilities and Street Construction to include storm sewer, watermain, sanitary sewer and street (curb and gutter) in the Point of Woods 6th addition to the City.

WHEREAS, after the completion of assessment project the City certified special assessments for the project, assessment rolls 298, 299, 300 and 301 and filed said assessment roll with Polk County to be assessed over 20 years at 6.5% interest.

WHEREAS, at the time of the project Robert and Jeanine Peabody were the owners of all lots in Point of Woods 5th Addition which included Outlot B, Block 2.

WHEREAS, the owners replated Outlot B, Block 2 of Point of Woods 5th Addition to Point of Woods 6th Addition. Point of Woods 6th Addition did not get recorded and therefore the county applied the entire assessment role to outlot B, Block 2, Point of Woods 5th addition.

WHEREAS, Point of Woods 6th Addition was originally platted as and rezoned to a PUD with approval from city council on Sept. 19, 2006. The PUD concept development plan for the construction of townhomes on this property was also approved on Sept. 19th 2006 by city council. However, since the owners did not record the plat, the plat is no longer valid.

WHEREAS, The owners made application to replate and rezone Point of Woods 6th to develop the lots as single family lots instead of townhome lots.

WHEREAS, the owners followed the appropriate process to replate the addition, received approval and recommendation from planning and zoning and obtained final approval of the City Council on September 3, 2013.

WHEREAS, following the replate the special assessments need to be reapportioned among the newly created lots.

WHEREAS, the City Council is reapportioning the special assessments pursuant to Minnesota Statute § 429.071 Subd. 3.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. That the City equitably reapportion the special assessments among the various lots on the Replat of Outlot B, Block 2 Point of Woods 5th Addition to the City of East Grand Forks.

2. That the City has determined that amounts as reflected on Exhibit "A", hereby attached are the appropriate amounts.
3. That the City shall contact the owners and provide them with the notice of apportionment and of the right to appeal.
4. That the City obtained an agreement of Assessment and Waiver of Appeal from the owners of lots in the Replat of Outlot B, Block 2 Point of Woods 5th Addition, hereby attached as Exhibits "B" & "C".
5. That the City provide the attached assessment role to the Polk County Assessor and have the special assessments certified and assigned to the appropriate lots.
6. The City authorize the City Administrator and the Mayor to sign all appropriate documents if any to make this correction

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: December 17, 2013

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 17th of December, 2013.

Mayor

Agreement of Assessment and Waiver of Irregularity and Appeal

THIS AGREEMENT, is made this _____ day of December, 2013 , between the City of East Grand Forks, State of Minnesota, hereinafter referred to as the City, and Sam and Leah Melquist of East Grand Forks, State of Minnesota, hereinafter referred to as owner.

In consideration of the action of the City of East Grand Forks to issue a building permit to construct a single family home on Lot H, Block 2, Replat of Outlot B, Block 2, Point of Woods 5th Addition the owner agrees to pay said reapportioned special assessments of the costs of the improvement for Storm sewer, sanitary sewer, watermain and street (curb and gutter) as reflected in the attached assessment role as Exhibit "A". Owner further agrees that they have been provided the Notice of the Reapportionment and of the Right to Appeal and Owner expressly waives objection to any irregularity with regard to the said reapportioned improvement assessments and any claim that the amount thereof levied against owner's property is excessive, together with all rights to appeal in the courts.

Sam Melquist

Leah Melquist

In testimony, whereof, _____, has hereunto set his/her hand, the day and year first above written.

Notary Public

Agreement of Assessment and Waiver of Irregularity and Appeal

THIS AGREEMENT, is made this _____ day of December, 2013 , between the City of East Grand Forks, State of Minnesota, hereinafter referred to as the City, and Robert and Jeanine Peabody of 1300 Laurel Drive, East Grand Forks, State of Minnesota, hereinafter referred to as owner.

In consideration of the action of the City Council, at the owner’s request, to cause the Replat of Outlot B, Block 2, Point of Woods 5th Addition the owner agrees to pay said reapportionment of the costs of said improvement as reflected in the attached assessment role as Exhibit “A”. Owner further agrees that they have been provided the Notice of the Reapportionment and of the Right to Appeal and Owner expressly waives objection to any irregularity with regard to the said reapportioned improvement assessments and any claim that the amount thereof levied against owner’s property is excessive, together with all rights to appeal in the courts.

Robert Peabody

Jeannie Peabody

In testimony, whereof, _____, has hereunto set his/her hand, the day and year first above written.

Notary Public

RESOLUTION NO. 13 – 12 – 126

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 17555 for a total of \$168.70.

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 \$168.70 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 December 17, 2013.

Voting Aye:

Voting Nay:

Abstain:

The President declared the resolution passed.

Passed: December 17, 2013

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 17th of December, 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 17555 for a total of \$168.70.
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 December 17, 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: 12/12/2013 - 8:13 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17514	12/17/2013	ADV001	Advanced Business Methods Inc	279.59	0
17515	12/17/2013	ATC001	American Test Center	575.00	0
17516	12/17/2013	AME002	American Tire Service	295.83	0
17517	12/17/2013	AME005	Ameripride Linen & Apparel Services	220.19	0
17518	12/17/2013	AQU001	Aqua Water Solutions	57.60	0
17519	12/17/2013	AUT001	Auto Glass & Aftermarket Inc	349.00	0
17520	12/17/2013	BAR005	Barnes Distribution	339.53	0
17521	12/17/2013	BRE007	Steven & Desilee Brekke	3,126.21	0
17522	12/17/2013	BRI003	Brite-Way Window Cleaning	60.00	0
17523	12/17/2013	RAT001	Lisa Burlage	575.00	0
17524	12/17/2013	C&R001	C&R Laundry & Cleaners	51.72	0
17525	12/17/2013	CAN001	Canon Financial Services	149.60	0
17526	12/17/2013	GFT003	Donald Scott Cash	3,050.98	0
17527	12/17/2013	CLC001	Central Lakes College	1,700.00	0
17528	12/17/2013	CHR006	Bradley & Jamie Christianson	2,084.27	0
17529	12/17/2013	COL004	Coldspring Memorial	85.50	0
17530	12/17/2013	COL002	Cole Papers Inc	428.90	0
17531	12/17/2013	DAK011	Dakota Fire Protection Inc	335.00	0
17532	12/17/2013	DAK004	Dakota Supply Group	184.08	0
17533	12/17/2013	DAK006	Dakota TV & Appliance	162.46	0
17534	12/17/2013	EAS006	Dale Gulbranson	160.00	0
17535	12/17/2013	DEL004	Deluxe Business Checks & Solutions	395.41	0
17536	12/17/2013	EDV001	Wayne & Carol Edvall	2,035.80	0
17537	12/17/2013	EGF006	EGF City Petty Cash Ckng	1,738.70	0
17538	12/17/2013	EGF008	EGF Homerun Club Inc	4,000.00	0
17539	12/17/2013	EXP003	Explorer Post #38	50.00	0
17540	12/17/2013	EXP002	Exponent	234.00	0
17541	12/17/2013	FER001	Ferrellgas	113.05	0
17542	12/17/2013	FLA001	Flaherty & Hood PA	3,885.50	0
17543	12/17/2013	G&K001	G&K Services	171.38	0
17544	12/17/2013	GAF002	Gaffaney's	468.70	0
17545	12/17/2013	GAL003	Galstad Jensen & McCann PA	9,174.25	0
17546	12/17/2013	GEO001	George's Quick Printing	498.05	0
17547	12/17/2013	GFC001	GF City Utility Billing	14,783.17	0
17548	12/17/2013	GFH002	GF Herald	79.82	0
17549	12/17/2013	GGF001	GGF Convention & Visitors Bureau	1,560.44	0
17550	12/17/2013	GLA001	Glass Pro's Inc	680.00	0
17551	12/17/2013	GRA008	Grand Forks City	42,000.00	0
17552	12/17/2013	GRI001	Josh & Nicole Grinde	2,056.03	0
17553	12/17/2013	GWS001	GW & Sons Construction Inc	2,575.00	0
17554	12/17/2013	HAI002	Rick Hajicek	285.00	0
17555	12/17/2013	HAR001	Hardware Hank	168.70	0
17556	12/17/2013	HEA001	Heartland Paper	102.11	0
17557	12/17/2013	HOR003	Kalyn Horsch	2,025.57	0
17558	12/17/2013	HUG001	Hugo's	405.21	0
17559	12/17/2013	HUR002	David & Jennifer Hurst	2,329.65	0
17560	12/17/2013	INT003	Integra Telecom	92.20	0
17561	12/17/2013	FKN001	Jason & Tara Franklin & American Fe	5,000.00	0
17562	12/17/2013	JOH020	Robert and Sandra Johnson	2,412.26	0
17563	12/17/2013	KEL001	Kellermeyer Building Service	1,603.13	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17564	12/17/2013	LAK001	Laker Chemical	2,706.61	0
17565	12/17/2013	LEA005	Kelly & Shannon Leach	2,025.57	0
17566	12/17/2013	LIB001	Liberty Business Systems	5.66	0
17567	12/17/2013	MAC002	MacQueen Equipment	3,443.27	0
17568	12/17/2013	MAR004	Marco	864.52	0
17569	12/17/2013	MCD001	McDonald's of EGF	127.47	0
17570	12/17/2013	MID003	Midcontinent Communications	1,295.76	0
17571	12/17/2013	MND003	MN Dept of Labor & Industry	100.00	0
17572	12/17/2013	NEW001	Newman Signs	1,960.00	0
17573	12/17/2013	NWT002	Northeast Wisconsin Technical Colleg	175.00	0
17574	12/17/2013	ORE001	O'Reilly Auto Parts	1,309.72	0
17575	12/17/2013	OBR001	Ted Obregon	16.01	0
17576	12/17/2013	ODL001	Odland Fitzgerald Reynolds & Harbot	289.00	0
17577	12/17/2013	ORC002	Roger Orchard	5,690.04	0
17578	12/17/2013	PET001	Peterson Veterinarian Clinic P.C.	438.95	0
17579	12/17/2013	POL002	Polk County Auditor Treasurer	148.50	0
17580	12/17/2013	POL007	Polk County Environmental Services	6,288.00	0
17581	12/17/2013	POW001	Power Equipment Shop	83.34	0
17582	12/17/2013	PRA003	Prairie Wind BG Inc	881.67	0
17583	12/17/2013	PRA001	Praxair Distribution	247.30	0
17584	12/17/2013	PRE001	Premium Waters Inc	59.37	0
17585	12/17/2013	PSD001	PS Door Services	5,691.00	0
17586	12/17/2013	QUI001	Quill Corp	104.70	0
17587	12/17/2013	RDO001	RDO Powerplan OIB	198.92	0
17588	12/17/2013	REL001	Reliable Office Supplies	345.31	0
17589	12/17/2013	KIR002	Kirk Riemann	567.72	0
17590	12/17/2013	RMB001	RMB Environmental Lab Inc	534.00	0
17591	12/17/2013	ROT001	Roto Rooter	385.00	0
17592	12/17/2013	RUD003	Thomas Rudd	2,138.33	0
17593	12/17/2013	RYD001	Rydell Chevrolet	29.16	0
17594	12/17/2013	SAK001	Altru Health System Safe Kids Grand	5,000.00	0
17595	12/17/2013	SAM001	Sam's Club/GECRB	253.02	0
17596	12/17/2013	SIN002	Sintec Audio	25.77	0
17597	12/17/2013	SKA002	Larry Skala	3,150.00	0
17598	12/17/2013	STA002	Standard Register	166.28	0
17599	12/17/2013	STO009	Timothy M. Stoll	300.00	0
17600	12/17/2013	STU001	Stuart's Towing	309.93	0
17601	12/17/2013	SUN002	Sun Dot Communications	100.94	0
17602	12/17/2013	SUN007	Sunshine Terrace Housing Manager Li	105.30	0
17603	12/17/2013	TAS001	Taser International	333.41	0
17604	12/17/2013	CHA001	The Chamber of EGF/GF	342.00	0
17605	12/17/2013	THU002	Thur-O-Clean	438.19	0
17606	12/17/2013	TRU003	True North Equipment	552.06	0
17607	12/17/2013	TRU001	True Temp	1,608.11	0
17608	12/17/2013	USB001	US Bank	138.67	0
17609	12/17/2013	USB002	US Bank Trust N.A.	425.00	0
17610	12/17/2013	VAL002	Valley Truck	180.90	0
17611	12/17/2013	VER001	Verizon Wireless	175.05	0
17612	12/17/2013	VIL001	Vilandre Heating & A/C	75.01	0
17613	12/17/2013	PET005	W.D. Larson Companies LTD Inc	113.74	0
17614	12/17/2013	WAL007	Wallwork Truck Center	61.18	0
17615	12/17/2013	WAS001	Waste Mgmt	38,476.31	0
17616	12/17/2013	WAT001	Water & Light Department	40,837.55	0
17617	12/17/2013	WEX001	Wex Bank	118.69	0
17618	12/17/2013	WID001	Widseth Smith Nolting & Associates	18,245.00	0
17619	12/17/2013	WIZ001	Wizard's Enterprises Inc.	490.00	0
17620	12/17/2013	XER001	Xerox Corporation	21.79	0
17621	12/17/2013	ZEE001	Zee Medical Service	74.43	0
17622	12/17/2013	ZEJ002	Andrew Zejdlik	500.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17623	12/17/2013	ZIE001	Ziegler	2,794.70	0
				<u>268,756.52</u>	
Check Total:				<u>268,756.52</u>	