

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, FEBRUARY 4, 2014 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of January 21, 2014.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of January 28, 2014.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider adopting Resolution No. 14-02-15 moving forward with the plans 2018 Transportation Improvement Program funds to be used on 10th Street NE from 5th Avenue NE to 8th Avenue NE.
4. Consider adopting Resolution No. 14-02-16 authorizing the City to act as the sponsoring agency for the Transportation Alternative project.
5. Consider adopting Resolution No. 14-02-17 taking responsibility for the operation and maintenance of property and facilities related to the aforementioned Transportation Alternatives project.
6. Consider approving the request from the Police Department to start a new hiring register.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

7. Organizational and Regular Meeting Minutes Economic Development/Housing Authority Commission for January 14, 2014.

COMMUNICATIONS:

8. Acknowledge the hiring of Jared Quanrud as a Patrol Officer for the Police Department with an effective start date of February 3, 2014.
9. Acknowledge the hiring of Brenden Jones as a Park Maintenance Worker for the Park and Recreation Department with an effective start date of January 27, 2014.

OLD BUSINESS: NONE

NEW BUSINESS:

10. Consider approving the application for a Special Event for the Grand Cities Art Fest on June 14-15, 2014 from 8:00am to 8:00pm on both days and waive the Transient Merchant License Fee.
11. Consider approving the labor agreement between the City of East Grand Forks and the Teamsters, Local No. 120 for 2014-2015.

CLAIMS:

12. Consider adopting Resolution No. 14-02-18 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17966 for a total of \$354.72 whereas Council Member Buckalew is personally interested financially in the contract.
13. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings:

- Work Session – February 11, 2014 – 5:00 PM – Training Room
- Regular Council Meeting – February 18, 2014 – 5:00 PM – Council Chambers
- Work Session – February 25, 2013 – 5:00 PM – Training Room
- Regular Council Meeting – March 4, 2014 – 5:00 PM – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 21, 2014 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for January 21, 2014 was called to order by Council Vice-President Leigh at 5:00 P.M.

CALL OF ROLL:

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

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Earl Haugen, MPO Executive Director; 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.

Council Vice President informed everyone that Council President Buckalew was participating in this meeting via skype.

DETERMINATION OF A 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.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of January 7, 2014.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of January 14, 2014.

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

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

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 request to declare the 2006 SnoGo Snow Blower as surplus property to be traded towards the purchase a 2013 Snow Blast M-8500 HD Snow Blower from Titan Machinery for the amount of \$65,804.
4. Consider approving city employees to start use of Purchasing Cards by following the Purchasing Card Procedure and signing the Purchasing Card Cardholder Agreement.
5. Consider adopting Resolution No. 14-01-12 supporting the Grand Forks-East Grand Forks Metropolitan Planning Organization for an attachment of a cantilevered path to the Kennedy Bridge.
6. Consider adopting Resolution No. 14-01-10 ordering improvement and preparation of plans and specifications for 2014 City Project No. 3 – Lift Station No. 5 Improvements.
7. Consider adopting Resolution No. 14-01-11 ordering improvement and preparation of plans and specifications for 2014 City Project No. 4 – SCADA Improvements.
8. Consider approving the Memorandum of Understanding between the City of East Grand Forks and Law Enforcement Labor Services, Inc Local No. 152 addressing the 12 month probationary period.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS THREE (3) THROUGH EIGHT (8).

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

Voting Nay: None.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:
NONE**

COMMUNICATIONS:

9. Acknowledge Mr. Dale Gulbranson has successfully passed his probationary period as Ice Arena Manager.

Mr. Aker stated Mr. Gulbranson was not able to attend the meeting.

OLD BUSINESS: NONE

10. Consider approving the request to establish the proposed annexed property to be zoned as R-1 Single Family Residential.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE REQUEST TO ESTABLISH THE PROPOSED ANNEXED PROPERTY TO BE ZONED AS R-1 SINGLE FAMILY RESIDENTIAL.

Ms. Ellis asked if there were any questions. She explained where the property was located and how there are plans for a house to be built at this location. She stated that this fit with the land use plan for the area. Ms. Ellis told the council she had informed the Water and Light Department about this annexation. She stated how this will establish the zoning for this property so it can be annexed into city limits.

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

11. Consider adopting 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. (2nd Reading).

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADOPT 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. (2ND READING).

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

12. Consider approving a three month trial period for Lutheran Social Services to provide meals to Stay, Play, and Learn LLC.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE A THREE MONTH TRIAL PERIOD FOR LUTHERAN SOCIAL SERVICES TO PROVIDE MEALS TO STAY, PLAY, AND LEARN LLC.

Council member Olstad asked what would constitute an end to the trial period and what would happen if there was an issue. Mr. Murphy explained how he had spoken with Carol from LSS who explained how most if not all of the food would be cooked at the same time as the senior meals which would be a similar situation they have in Pequot Lakes. Mr. Murphy explained he will be comparing utility bills from 2013 to bills in 2014 and if they are higher the City will be able to bill the daycare center for the difference. Council member Olstad asked if an agreement was going to be signed for three months with the option to renew for 6 to 9 months. He also asked if Mr. Galstad had reviewed the contract the families will be signing with Stay, Play, and Learn LLC. Mr. Galstad stated he had not seen the documentation for the daycare provider. Discussion followed about if there are any regulations that

need to be followed from the Department of Health. Ms. Nelson stated the daycare provider said they had a certified food manager and the only way they are certified was through the Department of Health. Both Council members Tweten and Leigh stated they were in favor of giving the daycare a chance without subsidizing costs. Council member Olstad stated he thinks the daycare opening up was great but there was the issue of not having an agreement in place.

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

Voting Nay: None.

CLAIMS:

13. Consider adopting Resolution No. 14-01-13 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 17839 for a total of \$432.45 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 14-01-13 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 17839 FOR A TOTAL OF \$432.45 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew.

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

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

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

Voting Nay: None.

SUSPENSION OF RULES: To adopt Resolution 14-01-14 and to authorize the City Administrator/Clerk-Treasurer to issue payment of recommended bills

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

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

Voting Nay: None.

A MOTION WAS MADE BY COUNCIL MEMBER OLSTAD, SECONDED BY COUNCIL MEMBER GRASSEL, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-

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

Voting Nay: None.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 14-01-14 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 17905 FOR A TOTAL OF \$24.95 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

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

Voting Nay: None.

Abstain: Buckalew.

COUNCIL/STAFF REPORTS:

Mr. Murphy thanked all of the staff and council that attended the visioning session and added he had made copies of the preliminary report that he had passed out for the council to review.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER OLSTAD, TO ADJOURN THE JANUARY 21, 2014 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:17 P.M.

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

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, JANUARY 28, 2014 - 5:00 P.M.**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for January 28, 2013 was called to order by Council Vice-President Greg Leigh at 5:00 P.M.

CALL OF ROLL:

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

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Mike Hedlund, Police 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 Vice-President Determined a Quorum was present

1. SRTS Non-infrastructure Transportation Alternative Program Application – Nancy Ellis/SafeKids

Ms. Ellis informed the council there is a grant available through the Safe Routes to School program the Safekids organization could benefit from. She explained how the group Safekids has been very active on both sides of the river with trying to provide trainings in schools regarding busing, biking, and walking to school and have utilized the Safe Routes to School funds. She added how the City has acted as the fiscal agent before and how the Safekids group is asking for the City to act as the fiscal agent again. Ms. Ellis said how there was a local match that was needed for this grant but that it would be covered by Altru.

Ms. Patty Olson introduced herself to the council, that she works for Safekids, and informed the council about how 90% of the students are either bused or dropped off at school but 40% of students are in walking distance of the school. She went on to explain different programs that have been introduced into the community and now are hoping for keep moving forward and expanding the programs that are already in place if they are awarded these grant dollars with the help of the City.

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

2. Review of Strategic Plan & Designation of Duties – David Murphy

Mr. Murphy explained how the City had received the draft report from the goal setting session which listed the six priorities the council set. He said how during the department head meeting, the department heads placed themselves on the different committees along with some council members. He stated how the members of these committees were just proposed and changes could be made. He then asked if the council if they would like to volunteer for a committee. After a short discussion it was decided to allow the council members to review the committees and then notify the Administration Office what committee they would like to be on.

3. Review of Land Use Plan – Nancy Ellis

Ms. Ellis told the council there is lots of useful information in the Land Use Plan regarding some of the six priorities set by the council. Ms. Ellis proceeded to review different sections of the Land Use Plan including how currently there isn't any planned expansion beyond the flood control structure, how the largest growth of population is in ages 25-34 and 45-64, and if current trends continued the population is estimated to be 11,253 in 2040. She also stated how the area commercially serves approximately 210,000 people with taxable sales growing every year.

Ms. Ellis explained how East Grand Forks does a good job allowing for parks which is a boost for the community. She also reviewed the commercial space, industrial space, and vacant space businesses could utilize. Ms. Ellis continued by reviewing the goals of the land use plan which included using a grid system when there is expansion to the city, have staged development so developers know what will be available and what is expected of them, and promoting development where services are already available.

Ms. Ellis suggested the City have a study completed similar to the Blue Ribbon Study Grand Forks had completed which helped show what was needed within the community. She stated this was a very good report and could be used as an advertisement since it will include what the city already offers. Discussion followed about getting copies of the Land Use Plan to the council members, how the council might want to consider reducing the percentage on special assessments, and if the council would like to have a study completed. Ms. Ellis stated she would get in touch with Praxis and have them prepare a proposal and have them present it to the council at a future meeting.

4. Request to Start Hiring Register – Chief Hedlund

Chief Hedlund stated the last hiring list had been exhausted and with one opening left he would like to start another list. He told the council there will be a new officer starting shortly and the potential for hiring another officer pending the results of a background check. Council member Tweten asked where the City was losing these people too. Chief Hedlund stated there were three officers that left to work on the family farm, one officer's wife received a promotion and was transferred to the St. Cloud area, and the last hire was not meeting requirements and ended up resigning after nine weeks. There was also a brief discussion about how there is a rising problem with burglaries in homes for prescription medications along with other issues.

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

5. Parking by 4th Avenue & 17th Street – Greg Leigh

Council Vice-President Leigh told the council there was parking issues that were brought to the council's attention last winter. He stated how the same issues were happening again this year and reminded the council that the IMM had been contacted but the City never received a response. He suggested that a path be made through the snow so tenants could also park along 3rd Avenue to help alleviate some of the problem. Discussion followed about ideas that were proposed last year but wouldn't be practical to implement or might cause safety issues. Vice-President Leigh stated he had spoken with the current manager of the apartment complex who agreed to send cards to the tenants and ask them use other parking spots. He said it would be a good idea to try and work with the local manager to see if that helps.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER TWETEN, TO ADJOURN THE JANUARY 28, 2014 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:55 P.M.

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

Voting Nay: None.

Absent: Buckalew.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: January 7, 2014

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 and Mark Olstad.

Cc: File

From: Greg Boppre, P.E.

RE: 2018 Federal Sub-Target Project

Background:

The City has been approached by the MPO, to decide a possible project for the 2018 Federal Sub-Target project (see attached letter from Earl Haugen). Therefore, after discussions with David Murphy and Nancy Ellis, we would like to suggest 10th Street NE, from 5th Avenue NE to 8th Avenue NE. However, this can be amended in the future.

Recommendation:

Council direction for proposed project

RESOLUTION NO. 14 – 02 – 15

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

WHEREAS, the City of East Grand Forks receives funding every four years from the Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Planning Organization is soliciting projects for City Sub-target project for 2018; and

WHEREAS, City Engineers are proposing to use these funds on 10th Street NE from 5th Avenue NE to 8th Avenue NE; and

WHEREAS, this would connect to the state aid streets in East Grand Forks; and

WHEREAS, the City Council recognizes the potential for future growth in this proposed area with improved infrastructure;

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, would like to move forward with using the 2018 Transportation Improvement Program funds for the reconstruction of 10th Street NE between 5th Avenue NE and 8th Avenue NE.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: February 4, 2014

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 4th of February, 2014.

Mayor

Request for Council Action

Date: 1/23/2014

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

Cc: File

From: Nancy Ellis, City Planner and SafeKids

RE: SRTS Non-infrastructure Transportation Alternative Program Application

RECOMMENDATION:

Approve the application from Safe Kids for non-infrastructure school safety program and submit to MnDOT the TAP application as the sponsoring agency.

BACKGROUND:

SafeKids Grand Forks, as part of the Altru Health System, is applying for a Transportation Alternatives Program grant to administer a safe kids to school program within the EGF public school system. Their application is attached. This requires no building or improvements other than signage, bike racks, education, and enforcement in and around the school system. The requirement of the grant is for the City to act as the sponsoring agency. We will participate as the their fiscal agent and provide help with enforcement or education – we do not have to provide any matching dollars. Safe Kids is asking that we approve their request and submit the application. Representatives of Safe Kids will be at the meeting to answer any questions.

SUPPORTING INFORMATION:

The city of East Grand Forks has three schools serving students in K-8th grade – New Heights Elementary (K-2nd grade), South Point Elementary (3rd-5th grade) and Central Middle School (6th – 8th grade). Due to the location of each school, the designation of specific grades at each school and the large number of students living in rural Polk County, between 80-90% of students travel to school by family vehicle or school bus. The goal of this project is to educate students, parents, school staff and the community to the benefits of walking and biking to school and reinforce the role each of these groups has in promoting safety during arrival and dismissal. Our efforts will be comprehensive and collaborative, focusing on education, engineering and environmental improvements and enforcement. Long term efforts will focus on increasing the number of students walking and biking to school.

C:\Documents and Settings\mnelson\Local Settings\Temporary Internet Files\Content.Outlook\SXV4RHV5\RCA-TAP APPLICATION (2).docx

RESOLUTION NO. 14 – 02 – 16

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

BE IT RESOLVED the **City of East Grand Forks** agrees to act as sponsoring agency for a “Transportation Alternatives” project identified **East Grand Forks Public Safe Routes To School Program** and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

BE IT FURTHER RESOLVED THAT the City of East Grand Forks is hereby authorized to act as agent on behalf of this sponsoring agency.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: February 4, 2014

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 4th of February, 2014.

Mayor

RESOLUTION NO. 14 – 02 – 17

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

WHEREAS, the Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS, Transportation Alternatives projects receive federal funding; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS, City of East Grand Forks is the sponsoring agency for the Transportation Alternatives project identified as the East Grand Forks Safe Routes to School Program.

THEREFORE BE IT RESOLVED THAT the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned Transportation Alternatives project.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: February 4, 2014

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 4th of February, 2014.

Mayor

Request for Council Action

Date: 01/24/2014

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Police Officer Hiring Request – Request to Start a New Hiring Register

Background: The East Grand Forks Police Department has exhausted its current hiring list. From the current list we have hired one officer and are conducting a background investigation on a second subject with an anticipated hiring date of approximately March 1, 2014 assuming there are no issues with the background. This does leave us with one open position. We would like to begin the process in the near future with a testing date in early May 2014 so we could try to attract students that are about to graduate from law enforcement/criminal justice programs. We intend to use this longer advertising period as an opportunity to make campus visits to regional colleges and universities to recruit potential applicants in an effort to get a larger and stronger applicant pool.

Recommendations: That the East Grand Forks City Council approve the start of a new hiring process/register.

Enclosures: None

MINUTES OF THE ORGANIZATIONAL MEETING OF THE COMMISSIONERS OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AND HOUSING AUTHORITY (EDHA)

An Organizational meeting of the Commissioners of the East Grand Forks Economic Development Housing Authority was held at 4:00 p.m. on January 14, 2014 in the East Grand Forks Economic Development Housing Authority Board Room in City Hall, East Grand Forks, MN.

1. The Organizational Meeting was called to order by the Executive Director, James S. Richter.

Roll call reflected the following:

EDHA Commissioners present: George Wogaman, Nan Larson, Chad Grassel, Justin Hecht and Mark Olstad

Absent: Kerry Knoff and Chip Shea

Also Present: Ron Galstad, EGF City Attorney
David Murphy, EGF City Administrator
James Richter, Executive Director

2. Election of Officers:

Justin Hecht moved and Nan Larson seconded a motion to nominate the following slate of officers and cast a unanimous ballot electing them so. Motion carried.

President:	George Wogaman
Vice President:	Justin Hecht
Treasurer:	Kerry Knoff
Secretary:	Nan Larson

3. Nan Larson moved and Mark Olstad seconded a motion to set meeting dates and times for 2014 whereas the meeting time for January 2014 through May 2014 will be 4:00 p.m. Motion carried.
4. Adjournment: Mark Olstad moved and Nan Larson seconded a motion to adjourn the Organizational Meeting.

Respectfully Submitted,

James S. Richter
Executive Director

JSR:ego

MINUTES OF THE REGULAR MEETING OF THE COMMISSIONERS OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AND HOUSING AUTHORITY (EDHA)

A Regular meeting of the Commissioners of the East Grand Forks Economic Development Housing Authority was held at 4:00 p.m. on January 14, 2014 in the East Grand Forks Economic Development Housing Authority Board Room in City Hall, East Grand Forks, MN.

1. The regular meeting was called to order by President George Wogaman.

Roll call reflected the following:

EDHA Commissioners present: George Wogaman, Nan Larson, Chad Grassel, Justin Hecht and Mark Olstad

Absent: Kerry Knoff and Chip Shea

Also Present: Ron Galstad, EGF City Attorney
David Murphy, EGF City Administrator
James Richter, Executive Director

2. Approval of minutes:

A. Chad Grassel moved and Justin Hecht seconded a motion to approve the minutes of the December 12, 2013 regular meeting. Motion carried.

3. Bills and Communications:

A. Justin Hecht moved and Nan Larson seconded a motion approving the bills of December 17, 2013 and January 7, 2014. Motion carried.

4. Public Comments: None

5. Old Business:

A. After a discussion regarding the Pay Plan adopted by the East Grand Forks City Council for non-union employees and the placement of EDHA employees within that system according to the new points assigned by Springsted, the East Grand Forks city consulting firm that re-evaluated all the job descriptions for the city, Nan Larson moved and Justin Hecht seconded a motion to adopt the 2014 Budget and Pay Plan as presented. Motion carried.

6. New Business: None

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January 14, 2014

MINUTES OF THE REGULAR MEETING OF THE COMMISSIONERS OF THE EAST GRAND FORKS ECONOMIC DEVELOPMENT AND HOUSING AUTHORITY (EDHA) (continued)

7. Report of the Executive Director:

- ✓ Update on the American Legion land sale. The developer is expecting to close April 1, 2014.
- ✓ Discussed an upcoming meeting regarding the newly established UAS Foundation at NCTC to learn about their mission.
- ✓ Reported that Mr. Moore requested additional information on the utility usage at the Riverwalk Centre pertaining to the front space being considered for sale. We will be setting a date to meet with the committee shortly.

8. Other Business: None

9. Adjournment: Mark Olstad moved and Chad Grassel seconded a motion to adjourn. Motion carried. The next regular meeting is **January 28, 2014 at 4:00 p.m.** at the **East Grand Forks Economic Development Housing Authority Board Room, East Grand Forks City Hall**, East Grand Forks, MN.

Respectfully Submitted,

James S. Richter
Executive Director

JSR:ego

Request for Council Action

Date: 1/30/14

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

Cc: File

From: Megan Nelson

RE: Grand Cities Artfest Application

Background:

For many years the North Valley Arts Council has put on the Grand Cities Artfest which takes place in downtown Grand Forks and East Grand Forks towards the beginning of June. They have always coordinated with the different city departments which has helped make this event such a success and draws many people into town that weekend.

The North Valley Arts Council once again has applied for a special event permit to hold this event and sent a letter asking the City Council to waive the Transient Merchant license requirement for the vendors during this event. This would not apply to the food vending wagon vendors; they have a separate license that is required to serve food to the public.

Recommendation:

Approve the Special Event Permit and waive the transient merchant license for vendors at Artfest.

NORTH VALLEY
ARTS
COUNCIL

January 27, 2014

Mayor Lynn Stauss
East Grand Forks City Council
East Grand Forks City Hall
600 DeMers Avenue
East Grand Forks, MN 56721

Dear Mr. Stauss,

Please accept my sincere thanks for your generous support of the Grand Cities Art Fest. The North Valley Arts Council (NoVAC) is especially grateful for the support we receive from the City of East Grand Forks and the East Grand Forks City Council, and from our sponsors and volunteers. Your support ensures that the Grand Cities Art Fest continues to be a great success. We simply could not coordinate the event without you, and we appreciate all your help.

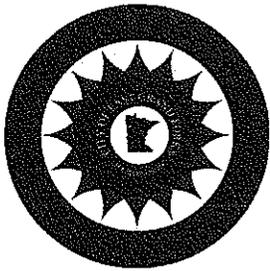
We respectfully request an exemption to the transient merchant license for our 2014 Grand Cities Art Fest artists. This exemption from this requirement for all vendors would apply during the event dates of June 14 & 15, 2014 and it would assist NoVAC in its efforts to ensure that all our vendors have a successful show and that they return to make future shows a success.

We greatly appreciate your consideration of our request. Please contact me at (701) 772-3710 or at info@novac.org if you have any questions. Again, we are so thankful for your generous support, and we look forward to another successful year at the Grand Cities Art Fest!

Sincerely,



Marie Strinden
Executive Director



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.castgrandforks.net

APPLICATION FOR SPECIAL EVENT

License Fee: _____

Organization Information		
<u>Grand Cities Art Fest</u> <i>Organization Name</i>	<u>701-722-3710</u> <i>Organization Phone Number</i>	
<u>2 N. 3rd Street</u> <i>Organization Address</i>	<u>GF</u> <i>City</i>	<u>ND 58203</u> <i>State Zip</i>

Applicant Information		
<u>Marie Strinden</u> <i>Applicant Name</i>	<u>701-722-3710</u> <i>Applicant Phone Number</i>	
<u>2 N. 3rd Street</u> <i>Applicant Address</i>	<u>GF</u> <i>City</i>	<u>ND 58203</u> <i>State Zip</i>

Special Event Information		
<u>June 14 & 15, 2014</u> <i>Date of Event</i>	<u>8 am</u> <i>Start Time</i>	<u>8 pm</u> <i>End Time</i>
<u>Arts & Crafts Festival including food vendors and music.</u> <i>Explanation of Event</i>		
<u>Cabela's parking lot, public parking area west of Cabela's and the open area south of Cabela's.</u> <i>Route/Area of Event (include map)</i>		
<u>3 dumpsters, barricades, traffic cones, no parking signs, water and electricity hook ups.</u> <i>Special Requests (Staff, Road Closures, Etc)</i>		

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Marie Strinden
Signature of Applicant

11/27/14
Date

Marie Strinden
Print Name

Executive Director
Title

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2014

through

DECEMBER 31, 2015

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as EMPLOYER and Teamsters Local Number 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as UNION. The intent and purpose of this Agreement is as follows:

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

ARTICLE 2: DEFINITIONS

- Section 2.1 CALENDAR DAYS: CALENDAR DAYS excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.2 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under the laws of the State of Minnesota.
- Section 2.3 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.4 EMPLOYEE: A member of the bargaining unit.
- Section 2.5 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.6 UNION: The exclusive representative, Teamsters Local 120, affiliated with the International Brotherhood of Teamsters.
- Section 2.7 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.8 WORKING HOURS(S): The HOURS in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: CERTIFICATION AND RECOGNITION

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

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

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

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; and to perform any inherent managerial functions not specifically limited by this Agreement.

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

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deductions

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

Section 5.2 Steward and Representative

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

Section 5.3 Facilities

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

Section 5.4 Bulletin Board

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

Section 5.5 Indemnification.

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

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

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

Section 6.2 Union Representative

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

Section 6.3 Processing a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal WORKING HOURS only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal WORKING HOURS provided the EMPLOYEE and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.4 Procedure

Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

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

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

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

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

Section 6.5 Arbitrators Authority

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

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

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

Section 6.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the

EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 7: SAVINGS CLAUSE

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

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave

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

Section 8.2 Jury Duty

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

Section 8.3 Other Leaves

An EMPLOYEE may request a leave of absence without pay. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the EMPLOYEE'S designated supervisor. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the EMPLOYEE'S designated supervisor within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) DAYS.

Section 8.4 Union Business

Members of the UNION selected to participate in UNION functions shall be granted a leave of absence without pay for a reasonable time upon request of the UNION. Such leave shall not exceed five (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year.

ARTICLE 9: DISCHARGE OR SUSPENSION

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

Section 9.2 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be provided to and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices. At the request of the employee, oral reprimands shall be removed from the file after one year and written reprimands shall be removed from the file after two years provided the employee has not been involved in progressive disciplinary action.

Section 9.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 6 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance

Subsection 10.1.1 Non Dependent (single) Coverage. Effective January 1, 2014, the EMPLOYER shall pay up to \$472.57 of the premium cost per month for a non-dependent (single) policy for each full-time EMPLOYEE who requests such coverage and is enrolled in the EMPLOYER'S group health and hospitalization 100%, \$500 deductible, or \$1,500 deductible plans.

For employees enrolled in a single coverage \$2,500 deductible HSA-eligible health insurance plan, the Employer shall contribute \$481.29 of the premium cost per month of the single coverage. The EMPLOYER will also contribute a total of \$ 226.83 in twenty-four (24) equal bi-monthly installments for the year into the single HSA 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 pay up to \$1,081.85 of the premium cost per month for a dependent (family) policy for each full-time EMPLOYEE who requests such coverage and is enrolled in the EMPLOYER'S group health and hospitalization plan.

For employees enrolled in a family \$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 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 10.1.4 2015 Insurance Premium. The UNION and EMPLOYER agree to re-open negotiation limited to Subsection 10.1 if the EMPLOYEES' premium contribution is proposed to rise more than 3%.

Section 10.2 Life Insurance

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

Section 10.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 10.3.1 Beginning in 2014, all full time EMPLOYEES eligible for severance pay for unused sick leave under this

Agreement shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Health Care Savings Plan.

Subsection 10.3.2 Beginning in 2009, all eligible EMPLOYEES will contribute the dollar equivalent of 100% of all unused and banked sick leave hours in excess of 1,280 and/or 3% of unused and banked sick leave, up to and including 1,280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.

Subsection 10.3.3 The EMPLOYER'S responsibility will be to process the initial EMPLOYEE enrollment in the plan and to forward the appropriate EMPLOYEE contributions to MSRS in the manner required and approved by MSRS.

ARTICLE 11: HOLIDAYS

Section 11.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday*	Christmas Eve*
Memorial Day	Christmas Day
Fourth of July	New Year's Eve*
Labor Day	(2) Floating Holidays

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

Each employee shall receive one day's pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve

Section 11.2 Floating Holiday

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

EMPLOYER at least one (1) day prior to the date requested.

Each employee shall receive one day pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday.

Section 11.3 Legal Holiday Pay

- A. If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu.
- B. Employees shall be paid their current hourly rate of pay times eight hours for each holiday.
- C. If Independence Day or Veteran's Day falls on a Saturday, the preceding Friday shall be the holiday.
- D. If Independence Day or Veteran's Day falls on a Sunday, the following Monday shall be the holiday.
- E. If New Year's Day or Christmas Day falls on a Saturday, the preceding Friday shall be the holiday, and Christmas Eve and New Year's Eve as herein before defined and limited in Section 1 of this Article shall be taken on the preceding Thursday.
- F. If New Year's Day or Christmas Day falls on a Sunday, the following Monday shall be the holiday and Christmas Eve and New Year's Eve as hereinbefore defined and limited in Section 12.1 of this Article shall be taken on the preceding Friday

Section 11.4 Work Performed on Holiday

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

ARTICLE 12: VACATIONS

Section 12.1 Eligible Employees and Accrual

All full time EMPLOYEES hired before April 1, 2010 will be eligible for an annual paid vacation, at their regular rate of compensation, pursuant to the following schedule:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours

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

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

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

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

Section 12.2 Separation of Employment

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

Section 12.3 Selection

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

Section 12.4 Vacation Carried

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

ARTICLE 13: SICK LEAVE

Section 13.1 Accumulation of Compensation

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

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

Section 13.2 Proof of Illness

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

Section 13.3 Worker's Compensation

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

Section 13.4 Family Illness

Sick leave may also be used in the case of illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required, but not to exceed three (3) WORKING DAYS. This time shall be charged against the EMPLOYEE'S sick leave account.

Section 13.5 Accumulation While on Leave

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

Section 13.6 Separation of Employment

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired before January 1, 2004 shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) HOURS, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received.

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired on or after January 1, 2004 shall be paid for 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed nine hundred sixty (960) HOURS of unused sick leave then accumulated and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received.

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired on or after April 1, 2010 shall be paid for 50% of the EMPLOYEE'S unused sick leave then accumulated, the pay therefore shall be at the employee's normal rate of compensation then being received.

Section 13.7 Beneficiary

Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received for the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.8 Sell Back

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

intention to sell back sick leave HOURS under this section prior to December 1 of that year.

Section 13.9 Sick Leave Donation

An Employee may, on a voluntary basis, donate accumulated sick leave days to a co-worker after said co-worker has exhausted his sick leave due to an illness or injury. The donor employee must maintain two hundred (200) days in their bank and the recipient cannot receive more than thirty (30) days per illness or injury. Employees are not eligible to participate until their probationary period is complete. An EMPLOYEE who is the recipient of sick leave donation must have completed their probationary period in full-time service in a sick-leave accruing position. Once the EMPLOYEE has exhausted accrued and donated sick leave, the EMPLOYEE is not eligible for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

ARTICLE 14: HOURS OF WORK

Section 14.1 Consecutive Hours of Work

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

ARTICLE 15: WAGE SCHEDULE

Section 15.1 Wage Schedule

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

Section 15.2 New Classification

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

Section 15.3 Daily Guarantee

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

ARTICLE 16: OTHER PAY

Section 16.1 Hours of Overtime

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

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

Section 16.2 Equal Distribution

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

Section 16.3 Method of Distribution

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

Section 16.4 Record of Hours

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

Section 16.5 Holiday Hours

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

Section 16.6. Call Back or Extension of Shift

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

Section 16.7 Waste Water On Call Pay

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

Section 16.8 Boiler's License Pay

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

- A. A maximum lump sum payment of \$200 to apply, prepare for and take the boiler's license test if requested by the EMPLOYER to take the test. The EMPLOYER will only pay this payment one time for an EMPLOYEE while employed with EMPLOYER.
- B. A \$500 Stipend will be paid annually to employees that hold a Valid State of Minnesota boilers license to be paid out with the employee's comp time.

ARTICLE 17: SENIORITY

Section 17.1 Probationary Employees

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

Section 17.2 Posted List

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

Section 17.3 Loss of Seniority

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

being laid off as set forth in the layoff procedure. In proper cases, exceptions shall be made; and (5) an employee is expected to return to work from sick leave or a leave of absence, but fails to do as such.

Section 17.4 Job Preference

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

ARTICLE 18: LAY OFF AND RECALL

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

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

ARTICLE 19: PROMOTIONS

Section 19.1 Filling of Vacancies

Vacancies in bargaining unit positions shall be filled as reasonably practicable from among persons holding positions in the classified service. Promotional examinations shall be open to all permanent or probationary EMPLOYEES in the classified service. Promotions shall be based on merit and fitness, to be ascertained by competitive examinations in which the EMPLOYEE'S seniority, ability, efficiency, character, conduct, and experience shall constitute factors.

Section 19.2 Posting of Vacancies

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

Section 19.3 Probationary Period

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

Section 19.4 Unable to Perform

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

Section 19.5 Temporary Assignment

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

ARTICLE 20: FOOTWEAR ALLOWANCE

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

ARTICLE 21: SAFETY AND HEALTH

Section 21.1 OSHA

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

Section 21.2 Cooperation

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

Section 21.3 Safety and Training Requirements

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

Section 21.4 Safety Committee

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

Section 21.5 Physical Exams

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

ARTICLE 22: COMPENSATORY TIME

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

ARTICLE 23: WAIVER

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

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

The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred

to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 24: TERMINATION AND MODIFICATION

This Agreement shall remain in full force and effect for a period commencing on January 1, 2014, and remaining in effect through December 31, 2015, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ DAY of _____, 20____

City of East Grand Forks

Teamsters Local No. 120

By: _____
Mayor

By: _____
Business Agent/Representative

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Steward

Dated: _____

Dated: _____

By: _____
Secretary-Treasurer

Dated: _____

SCHEDULE A

EMPLOYEES shall be compensated according to the schedule that follows on the next page. The pay schedule incorporates a 2% COLA increase for 2014 and a 2% COLA increase for 2015. The COLA increase takes effect on January 1st of each year for all employees, including those currently outside of the pay grade schedule.

Commencing January 1, 2014, each EMPLOYEE not at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. The anniversary date for all employees shall be the Date of Hire (DOH) for each employee. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position. The length of service of Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City.

Teamsters Local No. 120 Compensation Plan

2014 Pay Schedule

2014	Step							
Grade	1	2	3	4	5	6	7	8
9	15.65	16.06	16.48	17.30	18.12	18.95	19.77	20.59
10	16.67	17.11	17.55	18.42	19.30	20.18	21.06	21.93
12	18.91	19.40	19.90	20.90	21.89	22.89	23.88	24.88
14	21.44	22.01	22.57	23.70	24.83	25.96	27.09	28.22

2015 Pay Schedule

2015	Step							
Grade	1	2	3	4	5	6	7	8
9	15.96	16.38	16.80	17.64	18.49	19.33	20.17	21.01
10	17.00	17.45	17.90	18.79	19.69	20.58	21.48	22.37
12	19.28	19.79	20.30	21.31	22.33	23.34	24.36	25.37
14	21.87	22.45	23.02	24.18	25.33	26.48	27.63	28.78

Job Classification

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

Pay Grade

9
 10
 9
 12
 12
 12
 14

RESOLUTION NO. 14 – 02 – 18

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 17966 for a total of \$354.72.

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 \$354.72 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 February 4, 2014.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: February 4, 2014

Attest:

City Administrator/Clerk-Treasurer

Vice-President of Council

I hereby approve the foregoing resolution this 4th of February, 2014.

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 17966 for a total of \$354.72.
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 February 4, 2014.

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
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
17926	02/04/2014	ADV001	Advanced Business Methods Inc	255.62	0
17927	02/04/2014	ALB001	Albrecht Manufacturing	598.32	0
17928	02/04/2014	ALE001	Alexandria Technical College	525.00	0
17929	02/04/2014	ALL004	Allpro Interior Care Inc	150.00	0
17930	02/04/2014	AME006	AMEM	100.00	0
17931	02/04/2014	AME002	American Tire Service	16.00	0
17932	02/04/2014	AME005	Ameripride Linen & Apparel Services	83.24	0
17933	02/04/2014	BAK001	Baker & Taylor Co	889.05	0
17934	02/04/2014	BAL001	Balco Uniforms Co Inc	878.87	0
17935	02/04/2014	BAR005	Barnes Distribution	191.61	0
17936	02/04/2014	BAT001	Batteries Plus	46.93	0
17937	02/04/2014	BEA007	Chad Beauchamp	140.00	0
17938	02/04/2014	BER001	Bert's Truck Equipment	997.46	0
17939	02/04/2014	BLI001	Blind Devotion	40.00	0
17940	02/04/2014	BLU001	Blue Cross Blue Shield of ND	6,729.00	0
17941	02/04/2014	BRO002	Brodart Co	226.96	0
17942	02/04/2014	CAR504	Cardmember Service	1,988.52	0
17943	02/04/2014	CAR004	Cariveau Concrete Construction Inc	11,520.00	0
17944	02/04/2014	CAR002	Carquest Auto Parts	28.65	0
17945	02/04/2014	COL002	Cole Papers Inc	129.16	0
17946	02/04/2014	COM003	Complete Pest Control Inc	160.32	0
17947	02/04/2014	CTM001	CTM Services Inc.	511.18	0
17948	02/04/2014	DAK004	Dakota Supply Group	45.00	0
17949	02/04/2014	EAS006	Dale Gulbranson	200.00	0
17950	02/04/2014	DIG002	Digital-Ally Inc	138.94	0
17951	02/04/2014	EAG001	Eagle Electric	460.35	0
17952	02/04/2014	EAS007	East Side Travel Plaza	369.23	0
17953	02/04/2014	EXP002	Exponent	208.00	0
17954	02/04/2014	FAS001	Fastenal Company	50.34	0
17955	02/04/2014	FIL001	Filter Care	62.77	0
17956	02/04/2014	FLA002	Flat Plains Services Inc	2,437.50	0
17957	02/04/2014	FOR001	Forks Freightliner	836.96	0
17958	02/04/2014	G&K001	G&K Services	215.88	0
17959	02/04/2014	GAL001	Gale	315.60	0
17960	02/04/2014	GGF001	GGF Convention & Visitors Bureau	1,225.11	0
17961	02/04/2014	GLA001	Glass Pro's Inc	365.00	0
17962	02/04/2014	GRA008	Grand Forks City	38,004.00	0
17963	02/04/2014	GRE016	Great Lakes Service Center, Inc.	131.00	0
17964	02/04/2014	GRO004	Groeneveld Transport Efficiency, Inc.	174.06	0
17965	02/04/2014	HLM001	H&L Mesabi Company	1,286.06	0
17966	02/04/2014	HAR001	Hardware Hank	354.72	0
17967	02/04/2014	HEA001	Heartland Paper	674.65	0
17968	02/04/2014	HOL002	Holiday Credit Office	50.01	0
17969	02/04/2014	HOM001	Home of Economy	26.64	0
17970	02/04/2014	INP002	In Prints Screen Printing	19.10	0
17971	02/04/2014	INF002	Infogroup Powering Business Growth	337.00	0
17972	02/04/2014	INT003	Integra Telecom	88.54	0
17973	02/04/2014	INT010	International Association of Chiefs of	120.00	0
17974	02/04/2014	KEE002	Keepsr Inc	1,055.00	0
17975	02/04/2014	KEN002	Kennedy & Graven, Chartered	166.25	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
17976	02/04/2014	LEA001	League of MN Cities	1,655.00	0
17977	02/04/2014	MAC004	Jason Mack	47.00	0
17978	02/04/2014	MAC002	MacQueen Equipment	1,459.86	0
17979	02/04/2014	MAR004	Marco	130.65	0
17980	02/04/2014	MAR001	Marco Inc	142.91	0
17981	02/04/2014	MIC001	Micro-Marketing LLC	135.43	0
17982	02/04/2014	MND003	MN Dept of Labor & Industry	30.00	0
17983	02/04/2014	MND006	VOID****VOID****VOID*** MN I	280.00	0
17984	02/04/2014	NAN001	Nan McKay & Associates	349.00	0
17985	02/04/2014	NOR010	North Central Rental & Leasing	8,140.67	0
17986	02/04/2014	NOR004	Northern Plumbing Supply	99.53	0
17987	02/04/2014	ORE001	O'Reilly Auto Parts	272.09	0
17988	02/04/2014	ORC002	Roger Orchard	804.14	0
17989	02/04/2014	OTI001	Otis Elevator Company	4,294.44	0
17990	02/04/2014	OVE002	OverDrive, Inc	8,000.00	0
17991	02/04/2014	POL004	Polk County Recorder	46.00	0
17992	02/04/2014	POL008	Polk County Sheriff's Office	250.00	0
17993	02/04/2014	PRA001	Praxair Distribution	277.84	0
17994	02/04/2014	PSD001	PS Door Services	152.25	0
17995	02/04/2014	PUM001	Pumpkin Books	123.92	0
17996	02/04/2014	QUI001	Quill Corp	22.37	0
17997	02/04/2014	RAD001	Radio Shack Corporation	23.94	0
17998	02/04/2014	RDO001	RDO Powerplan OIB	108.33	0
17999	02/04/2014	REL001	Reliable Office Supplies	354.54	0
18000	02/04/2014	REV001	Revolutions Power Sports	38.42	0
18001	02/04/2014	ZAV001	RJ Zavoral & Sons	33,251.86	0
18002	02/04/2014	SAF002	Safety Kleen Corp	1,624.78	0
18003	02/04/2014	SPK001	Shopko	33.63	0
18004	02/04/2014	SME001	Joel Smerer	450.00	0
18005	02/04/2014	STE009	Sterling Carpet One	1,178.48	0
18006	02/04/2014	STP002	StopTech, Ltd.	14,784.00	0
18007	02/04/2014	CHA001	The Chamber of EGF/GF	1,100.00	0
18008	02/04/2014	TIT003	Titan Machinery - Grand Forks	65,804.00	0
18009	02/04/2014	TRY001	Try-County Refrigeration	2,572.50	0
18010	02/04/2014	VAL001	Valley Petroleum Equipment	797.22	0
18011	02/04/2014	VAL002	Valley Truck	440.91	0
18012	02/04/2014	VIC001	Victory Corps	138.88	0
18013	02/04/2014	VIL001	Vilandre Heating & A/C	243.07	0
18014	02/04/2014	PET005	W.D. Larson Companies LTD Inc	103.69	0
18015	02/04/2014	WAT003	Waterous Company	46.65	0
18016	02/04/2014	WES001	West Music	264.60	0
18017	02/04/2014	WEX001	Wex Bank	39.00	0
18018	02/04/2014	WID001	Widseth Smith Nolting & Associates	7,922.00	0
18019	02/04/2014	XCE001	Xcel Energy	26,283.06	0
18020	02/04/2014	ZAM001	Frank J. Zamboni & Co. Inc.	1,277.50	0
18021	02/04/2014	ZIE001	Ziegler	1,397.35	0
				<hr/> <hr/>	
Check Total:				262,615.11	
				<hr/> <hr/>	

Accounts Payable
 Check Register Totals Only

User: lkatka
 Printed: 1/31/2014 - 2:10 PM



City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
18022	02/04/2014	USB001	US Bank	180,793.75	0
				<u>180,793.75</u>	
Check Total:				<u>180,793.75</u>	