

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, MAY 3, 2016 – 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 April 19, 2016.
2. Consider approving the minute summary of the “Closed Session” for the East Grand Forks, Minnesota City Council of April 19, 2016.
3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 26, 2016.

SCHEDULED BID LETTINGS:

4. Consider adopting Resolution No. 16-05-44 approving the plans and specifications and ordering advertisement for bids for 2016 Assessment Job No. 1 – Street and Bike Path Improvements.

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

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

5. Consider approving the Exempt Gambling Permit for the East Grand Forks Blue Line Club to hold a raffle on June 30, 2016 at Valley Golf Course located at 2407 River Road NW, East Grand Forks, MN 56721.
6. Consider approving the request to install the “Crossing the Border” art project in the greenway on June 18, 2016.

7. Consider approving the labor agreement between the City of East Grand Forks and the Teamsters, Local No. 120 for 2016 and 2017.
8. Consider approving the labor agreement between the City of East Grand Forks and the AFSCME Council 65 for 2016 and 2017.
9. Consider approving the labor agreement between the City of East Grand Forks and International Association of Fire Fighters Local No. 3423 for 2016 and 2017.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

10. Regular meeting minutes of the Water, Light, Power, and Building Commission for April 7, 2016.
11. Regular meeting minutes of the Planning Commission for February 11, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

12. Consider approving the request to purchase five Panasonic Toughbook computers from Bizco for the amount of \$18,100 for the Police Department.
13. Consider adopting Resolution No. 16-05-45 accepting the Local Road Improvement Grant and authorize the execution of the grant agreement between the City of East Grand Forks and the Minnesota Department of Transportation.
14. Consider adopting Resolution No. 16-05-46 authorizing Marshall Polk Rural Water to install a water line to the new lift station site to provide water service for the amount of \$15,900.
15. Consider approving the request to purchase a columbarium from Granite Bronze and for the installation at the cemetery for the total amount of \$19,088.00.

CLAIMS:

16. Consider adopting Resolution No. 16-05-47 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 24005 for a total of \$789.42 whereas Council Member Buckalew is personally interested financially in the contract.
17. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

Upcoming Meetings

Work Session – Tuesday, May 10, 2016 – Training Room

Regular Council Meeting – Tuesday, May 17, 2016 – Council Chambers

Work Session – Tuesday, May 24, 2016 – Training Room

Regular Council Meeting – Tuesday, June 7, 2016 – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 19, 2016 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for April 19, 2016 was called to order by Council President Mark Olstad 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 Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Greg Boppre, City Engineer; Nancy Ellis, City Planner; Greg Gahlon, Police Sergeant; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

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 April 5, 2016.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 12, 2016.
3. Consider approving the minute summary of the “Closed Session” for the East Grand Forks, Minnesota City Council of April 12, 2016.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS ONE (1) THROUGH THREE (3).

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

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.

4. Consider approving the special event application for the East Side Rides Car Club show to be held on Wednesday evenings from May 4, 2016 to September 7, 2016 from 5:30pm to 8:00pm.
5. Consider approving the request to start a new register process for the Police Department.
6. Consider approving the request to hire office intern Alexander Albert for the Administration Office which will be a temporary position that will not exceed allowable limits of the Affordable Care Act and PERA regulations.
7. Consider adopting Resolution No. 16-04-40 declaring that the City of East Grand Forks acts as the legal sponsor for an application for the FY 2016/2017 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.
8. Consider authorizing Johnson Controls and Eagle Electric to repair or improve the air handlers at the Public Works Building and not to exceed the amount of \$18,348 for the repairs or improvements.
9. Consider approving the Master Partnership Contract between the City of East Grand Forks and the State of Minnesota for year round road maintenance.
10. Consider approving a one year joint powers agreement for 2016 between the City of East Grand Forks and the Minnesota Department of Natural Resources for operations and maintenance support for the Red River State Recreation Area.
11. Consider adopting the corrected version of Ordinance 15, 4th Series for the annexation of property in Grand Forks Township.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE ITEMS FOUR (4) THROUGH ELEVEN (11).

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

12. Regular meeting minutes of the Water, Light, Power, and Building Commission for March 17, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS:

13. Reconsider adopting Resolution No. 16-04-36 authorizing a reduction in the sewage portion of a utility bill for Mr. Scott Richter.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 16-04-36 AUTHORIZING A REDUCTION IN THE SEWAGE PORTION OF A UTILITY BILL FOR MR. SCOTT RICHTER.

Mayor Stauss stated the reason he brought this up was because of the raise in taxes, residents getting special assessed, and when he saw this come up he doesn't think it is fair. He added the Council should try and help them out. He commented if the Council wants a policy set first he asked them to appoint some people to set a policy to be voted on at the next meeting and how it could be similar to the sprinkling rate policy. He stated that they should pay for the water they are using and that it wasn't fair to charge them for something that didn't enter the sewer system. He added this gets kids outside exercising and this is something the Council should support.

Council member Tweten said that Ms. Nancy Ellis was in the same position. He stated the best way to settle this was to have the Water and Light handle this by setting a policy. He added that the Council should act on both of them. Council member Buckalew said he agrees with the Mayor and the Council can fix this. He explained that he agreed before not to set a precedent but after thinking about this situation, how he helps his customers out at his business, and asked to get the rules changed and that he had no problem looking back. He added that it could be that when they apply to flood a rink if a rink had been done the previous year, and making sure everyone is treated the same, allow for a rebate of whatever the Council sees as just. Council Vice-President Grassel asked if they were requesting the motion be amended. He stated all he wants to have a policy done and that he agrees these people should be paid back.

Council member Tweten asked to have the motion to be amended. Council member DeMers asked for a point of order since this reconsideration should have been brought forward by a member of the prevailing party. Discussion followed about how this can be considered by the Council since the motion was made by a member of the prevailing party and that they can only consider the original motion and are not able to make amendments to the motion.

Voting Aye: Buckalew, Tweten, and Grassel.

Voting Nay: Vetter, Pokrzywinski, Olstad, and DeMers.

Mayor Stauss asked if he could use his veto power. Mr. Galstad stated that he would have to look into this and get back to the Mayor.

14. Consider adopting Resolution No. 16-04-41 authorizing an update to Park and Recreation Activity fees and updating the policy for participants in multiple activities, outside city limits in Polk County, and if they are from out-of-state.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 16-04-41 AUTHORIZING AN UPDATE TO PARK AND RECREATION ACTIVITY FEES AND UPDATING THE POLICY FOR PARTICIPANTS IN MULTIPLE ACTIVITIES, OUTSIDE CITY LIMITS IN POLK COUNTY, AND IF THEY ARE FROM OUT-OF-STATE.

Voting Aye: Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: Vetter.

15. Consider approving the agreement between the City of East Grand Forks and Widseth Smith Nolting for engineering services for 2017-2019.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND WIDSETH SMITH NOLTING FOR ENGINEERING SERVICES FOR 2017-2019.

Voting Aye: Pokrzywinski, Buckalew, Olstad, Grassel, and DeMers.

Voting Nay: Vetter and Tweten.

16. Consider approving the request to hire the seasonal positions for the Public Works and Park and Recreation Departments.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO APPROVE THE REQUEST TO HIRE THE SEASONAL POSITIONS FOR THE PUBLIC WORKS AND PARK AND RECREATION DEPARTMENTS.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

17. Consider adopting Resolution No. 16-04-43 approving the hiring of Thomas Hajicek as a Fire Fighter and to be placed at Grade 12 Step 1 and will be paid \$19.28 per hour.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 16-04-43 APPROVING THE HIRING OF THOMAS HAJICEK AS A FIRE FIGHTER AND TO BE PLACED AT GRADE 12 STEP 1 AND WILL BE PAID \$19.28 PER HOUR.

Chief Larson apologized to the Council for not bringing this forward sooner, informed them Mr. Hajicek started Monday, and that he will be a great asset to the department. Council member Pokrzywinski said

welcome aboard. Mayor Stauss congratulated Mr. Hajicek. Mr. Hajicek thanked the Council.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

18. Consider approving the repair job for storm sewer relining to _____ for the amount of _____.

Mr. Stordahl informed the Council that he was recommending awarding the job to Insituform for the amount of \$68,470.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO AWARD THE REPAIR JOB FOR STORM SEWER RELINING TO INSITUFORM FOR THE AMOUNT OF \$68,470.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

CLAIMS:

19. Consider adopting Resolution No. 16-04-42 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 23928 for a total of \$582.79 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-04-42 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 23928 FOR A TOTAL OF \$582.79 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Vetter, Pokrzywinski, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

Abstain: Buckalew.

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

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

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss congratulated the UND Hockey Team on winning the National Championship. He said that it points out the City Park Board works in the right direction since it was the first time he had heard East Grand Forks being said on national television since 1997 when some of the players were mentioned. He congratulated the team, the boys from East Grand Forks, and the Park Board that has done an outstanding job coaching.

Council Member Tweten said he asked the mayor to veto the engineering contract. He explained how the committee had spent considerable time putting together information from various communities on their set up and what they are charged. He continued saying they had made a recommendation, the information submitted from the City Engineer only covered a part and that a major portion of this was based upon a percentage basis. He stated how the mayor has been concerned about seniors, residents on fixed incomes, and retirees, that there have been objections to the costs of special assessments, and asked Mayor Stauss to take another look at this. He ended by saying he will be voting against projects in the future.

Council President Olstad said he wanted to address Council member Tweten's comments. He commented how the engineers live in the city; they go through what the other residents go through, and that they have the best interest of the City. He continued saying this was a good company that has done a lot of great things for the community and he doesn't think using scare tactics is the right way to go. He stated how they have been in the community with their families for years and that the Council should move on from this.

Mr. Boppre thanked the Council for the contract and Mr. Olstad for the comments.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE APRIL 19, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:19 P.M.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTE SUMMARY
OF THE CITY
COUNCIL CLOSED MEETING
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 19, 2015 – Following the Council Meeting**

Continuation of Closed Meeting from April 12, 2016

CALL TO ORDER:

The Closed Session of the East Grand Forks City Council for April 19, 2016 was called to order by Council President Mark Olstad at 5:28 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 Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

David Murphy, City Administrator; and Megan Nelson, Executive Assistant.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

1. Closed Session pursuant to MN Statute 13D.05 Sub 3(a) to evaluate the performance of Patrol Officer Scott Jordheim.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO RECONVENE THE RECESSED MEETING.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

Discussion followed in the closed session about Officer Jordheim's job performance and what action should be taken.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER VETTER, TO CLOSE THE CLOSED SESSION.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS FOR THE TERMINATION OF EMPLOYMENT FOR OFFICER SCOTT JORDHEIM.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE APRIL 19, 2016 CLOSED SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:45 P.M.

Voting Aye: Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, and DeMers.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 26, 2016 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for April 26, 2016 was called to order by Council President Mark Olstad 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 Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Jeremy King, Public Works Supervisor; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; and Megan Nelson, Executive Assistant.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present.

1. Downtown Development Association – Stacey Majkrzak

Ms. Majkrzak introduced herself to the Council and told the Council about the Downtown Development Association. She explained how a small group came together and started to focus on the downtown area, that they requested and received funding from Grand Forks for three years to get started, and that she started with the organization in 2014 as the executive director. She informed the Council the three areas this organization focuses on which are clean-up the down town space, engaging the community, and helping down town businesses. She stated how there are bi-weekly cleanings in the summer of the downtown area, she listed the number of events that have been hosted to engage the community and bring them into the downtown area, and explained how they had helped a business with an issue.

Ms. Majkrzak told the Council the association is trying to be self-sustaining, that they will not be asking Grand Forks for more money, and that they would also like to work with East Grand Forks businesses. She stated they were very careful with the city funding and did not go outside of the city boundary while receiving funds from Grand Forks. She stated how they now have an opportunity to work with and help the down town areas of both cities grow together and asked if there were any questions.

Mayor Stauss thanked Ms. Majkrzak for coming to the meeting. He commented how it is important for the two downtowns to work together and draw people to the area. He suggested possible ideas to work on, that this could be good for the down town, and commented how good things are going on but that there is still room to make things better. Ms. Majkrzak stated how they could try and work on some of the ideas the Mayor suggested and how they are working on more ideas. Council member DeMers asked how many East Grand Forks businesses have joined. Ms. Majkrzak stated that she is trying to engage business owners in East Grand Forks and at this point there are only two members in East Grand Forks. She explained the only two ways they raise operation funds is through memberships and through revenue collected from their events. Council President Olstad thanked Ms. Majkrzak for attending the meeting.

2. Midwest Figure Skating Competition – Katie Boespflug

Ms. Boespflug informed the Council that she was representing the Northern Lights Figure Skating Club and explained how they had put in a respectable bid with the US Figure Skating Organization and were awarded the bid over 11 other offers. She stated how they had hosted this event in 2003 when it was just the Midwest region but now it includes the Pacific region also. She told the Council they expect over 200 teams to come to the event along with 35 national figure skating officials. She continued saying how this is a big deal for the area, it gets East Grand Forks on the map, and that they will be using the Civic Center and VFW Arena as unofficial practice ice which will be used during the day when nothing else is scheduled. She explained there is a contract being written with the Park & Rec for the use of ice and that this will bring in additional revenue for the City. She added those that are not able to use these arenas will be able to use the Gambucci or Purpur Arenas so that no other schedules for other sports are interrupted.

Ms. Boespflug told the Council they would like representatives from the City to welcome the teams. She explained that this event will be ran by volunteers and that it will be held at the Ralph Engelstad Arena because they have to be able to accommodate a high capacity of over 4,000 seats and both arenas will be used as competitive areas. She stated that this will run from Tuesday to Saturday night and if anyone was interested in volunteering to let them know.

Mayor Stauss thanked the club doing this. He explained how after the arenas were built all of the programs grew. He said the key to the arenas was to hold hockey tournaments and skating competitions which is what this group is doing. He continued saying how this will help out the businesses in the community with all of these people coming to town. He said this was great for the community, that he applauded what they were doing, and thanked them again for bringing this competition to town. Council Vice-President Grassel asked Ms. Boespflug what they would need from the City for this. Ms. Boespflug asked to have the maintenance kept up, that the arenas are ready for the teams, and to have everything clean and up to par when people start coming through the doors. Mayor commented that in 1990 the national bantam hockey tournament to town, that the City had success running the tournament, and that this group will be doing the same thing. Ms. Karen Peterson added that over 150 teams will be using the arenas which means a significant number of people going through the arena facilities.

Council President Olstad asked if information will be on the website in case people ask how they can help. Ms. Boespflug said that people will be able to sign up on the website to volunteer and gave examples of different kinds of jobs they will need volunteers for. Council member DeMers commented

that he was excited for this and that this will be great for the area. He added how the Civic Center renovation was just completed and asked if anything needed to be done at the VFW arena. Mr. Aker said they were currently painting. Council member DeMers stated that the bathrooms may need to be looked at along with the front lobby area possibly this summer. Mayor Stauss said it needs a good touch up. Ms. Boespflug commented that the VFW arena will be used more than the Civic Center because of events that are already scheduled at the Civic Center. Council President Olstad thanked them for coming in. Mayor Stauss added that if they need something to let the Council know.

3. LRIP Grant Information – Steve Emery

Mr. Emery said that the grant agreement had been included in the packet. He explained how the project is estimated to cost \$450,000 and that the City will be receiving almost \$367,000 in grant dollars. He said the City's share will be around \$83,000. He reminded the Council this is for the lowering of 5th Ave NE and 10th St NE. He added that Exhibit C will have to be executed and that the City will have to pass a resolution accepting the grant. He said they were looking for approval for the grant agreement. Mr. Galstad commented that the grant funds would need to be deposited into a non-interest bearing account. Ms. Anderson said she will look into that and see if that was the case if they request the funds after a payment has been made.

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

4. Request to File Plans & Specifications for 16AJ1 Street & Bike Path Improvements – Steve Emery

Mr. Emery informed the Council that this was for the 2016 street improvement project and that it did include a portion of bike path on the wet side of levee north of O'Leary Park. He continued reviewing the project costs and soft costs of 1.45 million with approximately \$462,000 of that being City costs and \$988,000 being assessed to property owners. He explained that there was only \$30,000 available for the bike path improvements which would not cover what needs to be done so the City portion of the project would increase to \$520,000 and that it would also depend on what the bids come in at. He stated that they are looking to file the plans and specs along with authorization to advertise so they can set a bid date for this project.

Council member DeMers asked if they Council will see the full plans before next week. Mr. Emery stated that he could send the plans once they are at 100%. Mr. Galstad asked to coordinate and include language awarding the bid after the appeal period. Mr. Emery said language would be included for that.

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

5. Water Service for Interconnect Lift Station – Jeremy King

Mr. King explained that with the new lift station will need a potable water source to be used for pump and facility maintenance as well as for safety. He informed the Council that currently there aren't any sources in the immediate area and it was estimated by the City Engineers to cost over \$150,000 for the City to put the infrastructure to get water to the lift station. He added that Marshall Polk Rural Water has estimated it would cost them approximately \$15,900 to install the necessary infrastructure and how

their water rates are roughly the same as the Water and Light Department. He stated that the most cost effective solution for this is to have Marshall Polk Rural Water install the water line.

Mr. Murphy informed the Council that Mr. Boyce was unable to attend the meeting today but he did want the Council told he was in agreement with this recommendation based on feasibility, distance, long term maintenance costs, and accessibility. He added that the lift station will also be served by PKM. Council Vice-President Grassel asked if it was because the water stops by the town homes by the golf course. Mr. Emery said yes and that over a mile of water main would have to be installed just to get out to the site. Mayor Stauss asked if that was going to be permanent water line and asked if that cost was included in the project costs. Mr. Emery commented how there was a monthly fee of \$7.00 and with minimal water usage the monthly cost would be around \$15.00 per month.

Council member DeMers stated that this lift station is not within city limits and asked if they would have to go with Rural Water. Council member Vetter stated that this was not within the City's service territory. Mr. Emery stated how the City would have had to purchase the service territory if the City was going to service the lift station. Council member DeMers commented how there wasn't a question because it was the cheaper way.

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

6. Flying Field Site Agreement – Tom Stennes

Mr. Stennes introduced himself stating he was a long time resident of East Grand Forks and that he was coming to Council as the president of the Red River RC Flyers. He stated they are now a sanctioned flying club #490 by the Academy of Model Aeronautics known as AMA. He continued saying that they are bringing forward an opportunity for a venue of recreation to East Grand Forks of a hobby that can attract young kids to adults. He explained how this can be a multi-faceted hobby. He said there had been a proposed agreement in the packet and that he handed out pictures of flying sites in the surrounding area. He explained he handed out the site plan of what it could be and said he was looking for any questions there might be as well as reviewing the agreement. He added how some information is getting out there because of the articles in the paper and that there is a lot of interest in town. He stated how this is an opportunity for the City, that they need to be at least five miles away from the airport, he listed different groups that have shown interest in being involved, and that they are trying to find a place.

Mayor Stauss said he thinks this is great but the one concern he has is that if there is any property nearby with a home. He commented how a home is the biggest investment a person makes in most cases and he doesn't want to have a big noise factor or have the residents bothered by this continuously. He added that he hopes this is an area where that doesn't happen. Mr. James Wilson, 2415 8th Ave NW, told the Council that he hates these planes because they are noisy and how he has been tempted to call the cops on the people who are flying the planes. He explained how he has to close his windows because of noise, that the planes drive his dog crazy, and that he has talked with his neighbors about this issue. Council President Olstad commented he had talked with residents from this area as well as Mr. Stennes and at this point Mr. Stennes had been the only one from the club that had flown a plane in that area to try and map it. He asked who else would have been out there without authorization flying a plane and how that needs to be looked into. Discussion followed about how there is a person going out in this area flying a noisy plane and how more traffic would be traveling on 8th Ave NW because of the park.

Council President Olstad said the current issues that are taking place need to be addressed because these items are outside of what is being requested. Mr. Wilson commented how the other issue he and other residents are concerned about is their privacy. Council President Olstad stated members of this club will not and cannot fly over anyone's house and that the flying area is restricted. He said again if there are other issues in this area that the residents need to call in so they can be addressed. Mr. Stennes stated he wasn't sure who was flying in the area, how there are people flying these planes around town, and how he is concerned about safety. He explained he was in favor of having a site to try and help control this. He added how there are people flying over homes or backyards which he doesn't approve of. He stated how the AMA has guidelines which do not allow them to fly over homes, people, or anything like that.

Council member Tweten said that personally he is vehemently against this and said this group could locate out by the lagoon without causing any problems. He said the contract is three years with the expectation of it being renewed. He continued saying how a number of people have contacted and worked with the Minnesota Department of Natural Resources to make this area a natural resource learning center and multipurpose park. He stated the college is interested in the park and that the park could help sell lots which would increase the tax base. He said again the flying field could be moved further out without causing a problem. He commented how Mr. Stennes means well but that this was not in the best interest of the City.

Council President Olstad commented how this was a three year contract but it will be reviewed annually by both the City and the club. He added that the contract includes a 10 day written notice to cancel the agreement with the club. He stated that it would be great to allow the club to be out at the lagoon and that is where they may be in the future but at this time it will not work until the process is complete with the interconnect project. Council President Olstad said he would like to get the right information out there. Council Vice-President Grassel said he was at the site in the golf course for the demonstration and asked Mr. Stennes how many planes could be in the air at the same time. Mr. Stennes said the maximum would be five planes in the air at one time. Council Vice-President Grassel asked what the area that these planes would be allowed to fly. Mr. Stennes said the planes cannot fly farther than sight and that AMA asks to try and keep the planes within 400 feet. He added how the golf course site would work but there would have to be a road so they are able to get in there. He stated that they would prefer to be out by the lagoons but currently the property is wet, low, and would need work done before it would be ready to use.

Council member Buckalew commented was also at the demonstration last fall which he found very interesting. He stated that he was shocked at how quiet the planes were and that there was no sound with the electric planes. He added how this is an opportunity that the City can't wait five years to get going otherwise people will be flying everywhere. He stated how this site is only going to be a short term and how they could eventually move out by the lagoons. He said that he will be supporting this group at this time. Council Vice-President Grassel asked if it was possible to move the runway further north. Discussion followed about the possibility of moving the dirt mound, how a certain amount needs to be kept, and how the flying space could not go west of the fence line with most flying will be done over the fields.

Council member DeMers asked who enforces the rules at the flying field. Mr. Stennes said this would be an AMA club so they would require anyone flying out there to be a member of the AMA. He stated that the reason for this was because members of AMA have a \$1.5 million liability policy with the City

receiving a 2.5 million dollar liability policy since it is city property. He said another reason for this was the safety guidelines show all of the rules and regulations which they would enforce upon themselves but that does not stop others from going out there so the City may also have to help with enforcement. More discussion followed about how the club's liability insurance would be used before the City's policy, how there is a possibility to limiting the flying field to electric planes only, and that a hold harmless portion needs to be added to the agreement. Council member DeMers asked if it was proper to have a hearing and answer questions before moving forward with the flying field. Mr. Murphy said there was no legal requirement to hold a public hearing but the Council can if they so choose. Council Pokrzywinski asked to have the neighborhood notified about a public hearing for this. Discussion followed about the procedure to follow to notify the residents about the hearing. Ms. Anderson added that the hearing could maybe include a demonstration. Mr. Stennes said they certainly could do that.

7. Request to Approve the Purchase of Mobile Data Computers – Mike Hedlund

Mr. Hedlund stated that periodically they need to replace the mobile data computers in the squad cars. He said that they have reached the point of replacement and that he has been working with staff and the IT Department on what work best. He told the Council the quotes were include in the packet and that he was recommending purchasing five Panasonic Toughbook computers from Bizco for \$18,100. Council member DeMers asked if it was necessary to purchase toughbooks and was concerned about the costs. He asked what the need was for a toughbook, explained how the computers have improved since the last time these had been replaced, and how they could purchase six computers for about half the cost and would have one on hand just in case. Mr. Hedlund said he wasn't an expert, how they had problems with the other computers before, but that he was not opposed to looking at other computers. Council President Olstad asked if he could have the information by next Tuesday. Mr. Hedlund said he would look into it.

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

8. Greenway Project Request – Mike Pokrzywinski

Council member Pokrzywinski told the Council this request had gone before the Greenway Technical Committee and that he was asking the Council to support this. He said Guillermo, the artist, was at the meeting to answer any questions. He added that he supported this project and said again how he hopes the rest of the Council will do the same. Mr. Guillermo Guardia told the Council that he brought samples of what would be placed in the greenway. Council President Olstad stated how this would be done on June 18th and asked if it was just for one day. Council member Pokrzywinski said it was only for one day, that they won't harm anything, and that it could generate some discussion. He added this was funded by a grant from the Community Foundation. Mr. Guardia explained he had applied for the grant last December, how his idea was to use bridges for this originally, but now they will be using the banks of the river. He added that he would like to bring this to other cities in the region and farther is possible. Mr. Guardia said there would be about 100 figures on the East Grand Forks side and another 200 in Grand Forks. Council President Olstad thanked Mr. Guardia for coming and said that it was great that he was involving both of the communities.

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

9. Request to Use City Property Discussion – Megan Nelson

Ms. Nelson told the Council there is a possible project to install a driveway by the lift station at the Blue Moose. She explained that they have a bean bag league on Monday evenings in the summer months and that they are requesting to use the wet side of the flood wall for this league. She stated that after discussing this with Mr. Murphy it was determined the City needs to limit its liability since they would have alcohol involved with the league and to accommodate them if and when the driveway is installed. She added that once completed they would then return to their property. She said that she wanted to inform the Council about this since it is dealing with liquor and that this will be brought forward for the Council to vote on if the driveway is installed. Mayor Stauss asked who would be installing the driveway. Ms. Nelson stated it would be the City. Mayor Stauss said he had an issue with that since the Blue Moose had received \$50,000 because of the construction of the manholes and servicing that would need to be done there from time to time at the lift station. He said that before city workers would put boards down, currently there aren't any marks or issues, and he wouldn't have a problem if they wanted to put in the driveway. Mr. Galstad said he would review liability for city land and how there may be a need for a special permit.

10. Other

Mayor Stauss said he mentioned previously the possibility of having a lodging tax for the state park. He explained that a \$2 fee could be added to the daily charge and how those funds could be used for the beautification for the down town area. He said it had been suggested by DNR representatives and how the City may have to check with the Department of Natural Resources to see if that was a possibility. He stated how the Council is always looking at ways to bring in new revenue into the community as well as looking to the possibility of trying to match the Canadian dollar. He commented how these were two things the Council should be aware of, asked if they were in agreement on them, and if they should be voted on at the next meeting.

Council member Vetter said there was a current lodging tax for hotels, that the City had a contract with the Convention and Visitors Bureau regarding the lodging tax, and asked if these funds would be a part of that as well. Mayor Stauss said he thought it would be separate since it would be collected from the State Park and not the hotels. Council member Vetter asked to have that checked on. Council member Pokrzywinski asked if it was going to be a \$2 fee added on and if it would be collected and kept here in a separate account. He also asked the Mayor to be more specific on what he meant by beautification. Mayor Stauss said it would be for flowers. Council member Pokrzywinski asked if that would replace the flower budget from the general fund. Mayor Stauss said yes. Council member DeMers asked how much it may generate. Discussion followed about how there are 113 sites available and how they could look at numbers from last year to estimate a possible amount that could be generated. Mayor Stauss commented how this should be implemented before the park opens for the year. Council member Pokrzywinski asked if the City would have the authority to do that. Mr. Galstad stated that he would have to look into this.

Council member DeMers stated how a few years ago there was a project to place way finding signs around the City. He commented how it didn't really go anywhere and how one of the complaints about the City is that it is hard to find where things are. He said how the City might want to look into this again to help people find the VFW Arena or get them to the down town area.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADJOURN THE APRIL 26, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:13 P.M.

Voting Aye: Pokrzywinski, Buckalew, Tweten, Olstad, Grassel, DeMers, and Vetter.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

Request for Council Action

Date: April 21, 2016

To: East Grand Forks City Council, Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Henry Tweten, Marc Demers, Craig Buckalew and Mike Pokrzywinski.

Cc: File

From: Steve Emery, P.E.

RE: File Plans/Specifications – 2016 Assessment Job No. 1 – Street & Bikepath Improvements

Background:

I would like to file the plans and specifications for the above referenced projects, get authorization to advertise and set bid date.

The following is the proposed budget for the project:

PROPOSED BUDGET

	<u>2016 AJ No. 1</u>
Construction	\$1,160,000.00
Plans / Specifications (8%)	\$92,800.00
Staking / Inspection (6%)	\$69,600.00
Assesment Roll (1%)	\$11,600.00
Contingencies (7%)	\$81,200.00
Administration / Legal (3%)	<u>\$34,800.00</u>
TOTAL PROJECT COST	\$1,450,000.00

PROPOSED FUNDING

	<u>2016 AJ No. 1</u>
City	\$462,000.00
Assessments	<u>\$988,000.00</u>
TOTAL PROJECT COST	\$1,450,000.00

Recommendation:

File plans / specifications, receive authorization to advertise and set bid date.

Enclosures: Plans / Specifications will be filed at the Tuesday, May 3, 2016 City Council Meeting

RESOLUTION NO. 16 – 05 - 44

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR 2016 ASSESSMENT JOB NO. 1 – STREET &
BIKEPATH IMPROVEMENTS**

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

WHEREAS, the City Council has directed the City Engineers to prepare plans and specifications for the improvement of 2016 Assessment Job No. 1 – Street & Bike Path Improvements;

WHEREAS, the City Engineer has presented such plans and specifications to the Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the official paper and in the *Finance and Commerce* an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be considered by the Council at 5:00 p.m. on June 7, 2016 in the Council Chambers of the East Grand Forks City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Administrator and accompanied by a cash deposit, cashier’s check, bid bond or certified check payable to the City of East Grand Forks for five percent of the amount of such bid.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: May 3, 2016

Attest:

City Administrator

President of Council

I hereby approve the foregoing resolution this 3rd day of May, 2016.

Mayor

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: East Grand Forks Blueline Club License Number: 01656
 Address: PO Box 125 City: East Grand Forks, MN Zip: 56721
 Gambling Manager Name: James Olson Daytime Phone: 218-791-7435
 Chief Executive Officer (CEO) Name: Timothy Shea Daytime Phone: 218-791-4211

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 6/30/16 to 6/30/16

Check the type of games that will be conducted:

- Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Valley Golf Course
 Street address and City (or township): 2407 River Road NW, East Grand Forks Zip: 56721 County: Polk

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

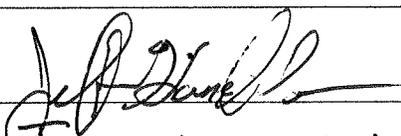
- Yes** If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature:  Date: 4-22-16
 Print Lessor's Name: JEFF KAMEDULA

CONTINUE TO PAGE 2

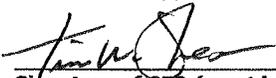
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>East Grand Forks</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____ _____	Signature of County Personnel: _____ _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

04/22/2016
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication 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 your organization's 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.

Greenway Project Request Form

Contact name: Guillermo Guardia	
Address: 2014 13th Ave N, Grand Forks, ND 58203	
City: Grand Forks	State & zip: ND, 58203
Phone: (701) 775-1168	Cell phone: 701-330-0227
Email address: guillermo.guardia@moguya.com	
Is this request: <input checked="" type="checkbox"/> One time event <input type="checkbox"/> New installation <input type="checkbox"/> Improvement to existing facility	
Brief summary of request:	
<p>We respectfully request permission to install a public art project on the bank of the Red River flanking the Sorlie Bridge in downtown Grand Forks. The installation, called "Crossing the Border", will include 300 small ceramic figurines, anchored in the ground by one small wooden skewer per figurine. The figurines range in size from 3 inches to 8 eight inches high, and are painted a variety of bright colors in weather-proof ceramic glaze. The forms of each figurine are simplified to geometric shapes, to be recognizable as human figures but lacking individualized facial features, the figures resemble little kids, girls and boys running. The figurines will be set as if they were running to the river and from the river to the other side.</p> <p>"Crossing the Border" represents stories of immigration from people of various cultures, backgrounds, and nationalities. Included in the installation are some clay coyotes, will symbolically try to stop the figures. "Crossing the Border" will be installed on Saturday, June 18, on view from noon – 5:00 p.m. It is our hope that installing the work on the opening of the Farmer's Market and the Art & Wine Walk season, and in conjunction with other events taking place on the Greenway, will draw additional people to the downtown area and increase participation in viewing the work.</p>	
Support for the activity or facility. How many people typically participate in this activity, is there a user group established in the area, etc.:	
<p>"Crossing the Border" is created by Guillermo Guardia, professional ceramic artist. The project is facilitated by the Public Arts Commission, and is funded by a grant from the Community Foundation of Grand Forks, East Grand Forks and Region. Other partners involved in planning for this installation include the City of Grand Forks Planning and Community Development office.</p>	
What is needed to facilitate this project? Space, structures, etc? Please attach a diagram of the proposed layout of the activity or facility, if appropriate.	
<p>The installation requires about 100 feet on either side of the Sorlie Bridge, from the bank of the river to the paved path on the Greenway. Please see the attached diagram. The installation contemplates both banks of the river, using the green way in Grand Forks and East Grand Forks.</p>	

What, if any, costs are associated with this project?	
The total cost of the project is \$8,000.	
How will these expenses be paid? Fundraisers, sponsor, etc.	
The project is fully funded by the Community Foundation of Grand Forks, East Grand Forks and Region through a Forkin' It Over for Public Art grant, received in December 2015.	
Does this project require ongoing maintenance? If so, who will maintain the facility?	
No. "Crossing the Border" will be installed on June 18, 2016, to be ready for public viewing by noon, and will be de-installed at 5:00 p.m. on the same day.	
Will this event or facility be open to the public?	
Yes. Viewers are encouraged to view the installation either from a distance or close-up by walking among the figurines.	
Does this activity or facility involve the use of harmful chemicals, excavation or fire? If so, please describe.	
No. The anchors for each figurine are narrow wooden skewers, which are interred perpendicular to the ground.	

Please submit this completed form and other supporting documents to be considered to:

Greenway Manager
City of Grand Forks
P.O. Box 5200
Grand Forks, ND 58208-5200
701-738-8746



LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2016

through

DECEMBER 31, 2017

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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:

Equipment Operator
Lead Equipment Operator
Lead Storm-Water/Wastewater Operator
Mechanic
Park Maintenance Worker
Public Works Foreman
Storm Water Operator
Truck Driver
Waste Water Maintenance Helper
Waste Water Operator

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, 2016, the EMPLOYER shall contribute up to \$491.48 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 \$500 deductible or \$1,500 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in single coverage in the \$2,600 High Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$480.00 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase

by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$2,600 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$500 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

Subsection 10.1.2 Dependent (Family Coverage). Effective January 1, 2016, the EMPLOYER shall contribute up to \$1,125.12 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 \$500 deductible or \$3,000 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in family coverage in the \$5,200 High Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$1,125.12 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$5,200 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$832 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

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 \$50,000 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

EMPLOYEEES 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, EMPLOYEEES 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, EMPLOYEEES 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, EMPLOYEEES 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) hours 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.

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 (\$150.00) 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.

Section 21.6 Safety Eyewear

If required, the Employer shall pay for all protective safety eyewear including prescription safety lenses.

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 December 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, 2016, and remaining in effect through December 31, 2017, 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: _____

By: _____

Mayor

Business Agent/Representative

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Steward

Dated: _____

Dated: _____

By: _____
President – Teamsters Local 120

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 2016 and a 2% COLA increase for 2017. 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, 2016, 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

2016	Step							
Grade	1	2	3	4	5	6	7	8
9	16.28	16.71	17.14	18.00	18.85	19.71	20.57	21.43
10	17.34	17.80	18.25	19.17	20.08	20.99	21.91	22.82
11	18.47	18.96	19.44	20.41	21.39	22.36	23.33	24.30
12	19.67	20.19	20.71	21.74	22.78	23.81	24.85	25.88
13	20.95	21.50	22.05	23.15	24.26	25.36	26.46	27.56
14	22.31	22.90	23.48	24.66	25.83	27.01	28.18	29.36

2017 Pay Schedule

2017	Step							
Grade	1	2	3	4	5	6	7	8
9	16.61	17.05	17.48	18.36	19.23	20.11	20.98	21.85
10	17.69	18.15	18.62	19.55	20.48	21.41	22.34	23.28
11	18.84	19.33	19.83	20.82	21.81	22.80	23.80	24.79
12	20.06	20.59	21.12	22.18	23.23	24.29	25.34	26.40
13	21.37	21.93	22.49	23.62	24.74	25.87	26.99	28.12
14	22.76	23.36	23.95	25.15	26.35	27.55	28.74	29.94

Job Classification

Truck Driver
 Equipment Operator
 Parks Maintenance Worker
 Waste Water Operator
 Storm Water Operator
 Mechanic
 Public Works Foreman
 Lead Equipment Operator
 Lead Storm-Water/Waste-water Operator

Pay Grade

9
 10
 9
 12
 12
 12
 14
 11
 13

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2016

through

DECEMBER 31, 2017

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ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: CERTIFICATION AND RECOGNITION

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

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

Section 4.2 Steward and Representative

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

Section 4.3 Facilities

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

Section 4.4 Bulletin Board

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

Section 4.5 Indemnification

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

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

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

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

Section 5.2 Computation of Time

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

Section 5.3 Grievance Procedure

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

- Step 1. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall present the grievance to the City Administrator in writing within 21 days after the event or act giving rise to the grievance. The City Administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 10 days after the grievance is presented.

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

Step 3 Arbitration

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

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

Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the employer and the union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days

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

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

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

Section 5.4 Processing of Grievances

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

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

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

Employer's last answer. If the Employer does not answer a written complaint, or an appeal thereof, within the specified time limits, the employee may elect to treat the complaint as denied at that step and may appeal the complaint to the next step.

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

Section 5.5 Choice of Remedy

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

ARTICLE 6: SAVINGS CLAUSE

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

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. 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, 2016, the EMPLOYER shall contribute up to \$491.48 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 \$500 deductible or \$1,500 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in single coverage in the \$2,600 High Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$480.00 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$2,600 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$500 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

Subsection 9.1.2 Dependent (Family Coverage). Effective January 1, 2016, the EMPLOYER shall contribute up to \$1,125.12 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 \$500 deductible or \$3,000 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in family coverage in the \$5,200 High

Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$1,125.12 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$5,200 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$832 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

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.

Section 9.4 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 this policy for the Chief of Police and Fire Chief positions. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation Benefits.

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.

Section 13.3 The Chief of Police will be allowed to work extra shifts that are made available through the Traffic Enforcement Grant. Prior to the Chief of Police working extra shifts, they first need to be made available to all eligible Police Officers. When working these shifts the Chief of Police will receive pay equal to his hourly rate of pay (not overtime).

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.

If another group of employees, union or non-union are awarded a higher cost of living adjustment or higher insurance premium contribution (including HSA contribution), the employees covered by this agreement shall receive the same adjustments granted by the Employer.

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, 2014, and remaining in effect through December 31, 2015, 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 2016

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	67,711.54	69,493.42	71,275.31	74,839.08	78,402.87	81,966.60	85,530.37	89,094.13
21	72,112.80	74,010.50	75,908.20	79,703.62	83,499.02	87,294.44	91,089.84	94,885.26
22	76,800.13	78,821.18	80,842.24	84,884.35	88,926.46	92,968.58	97,010.69	101,052.80

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

- The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

SCHEDULE A

AFSCME Council 65 Compensation Plan 2017

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	69,065.77	70,883.29	72,700.82	76,335.86	79,970.93	83,605.94	87,240.98	90,876.01
21	73,555.05	75,490.71	77,426.37	81,297.69	85,169.00	89,040.33	92,911.64	96,782.96
22	78,336.13	80,397.60	82,459.08	86,582.03	90,704.98	94,827.95	98,950.90	103,073.85

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

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2016 through DECEMBER 31, 2017

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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 Non Dependent (single) Coverage: Effective January 1, 2016, the EMPLOYER shall contribute up to \$491.48 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 \$500 deductible or \$1,500 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in single coverage in the \$2,600 High Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$480.00 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute up to \$511.14. If health insurance premiums increase by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$2,600 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$500 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

Subsection 9.1.2 Dependent (Family) Coverage. Effective January 1, 2016, the EMPLOYER shall contribute up to \$1,125.12 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 \$500 deductible or \$3,000 deductible plans. **January 1, 2017**, the EMPLOYER shall contribute up to \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened.

For EMPLOYEES enrolled in family coverage in the \$5,200 High Deductible Health Savings Account (H.S.A.) eligible health insurance plan, the EMPLOYER shall contribute \$1,125.12 toward premium costs. **January 1, 2017**, the EMPLOYER shall contribute \$1,170.14. If health insurance premiums increase by more than 4%, this article may be reopened. For EMPLOYEES enrolled in the \$5,200 H.S.A. eligible plan the EMPLOYER will contribute \$4.00 for every \$1.00 that EMPLOYEE contributes into an H.S.A. with a maximum EMPLOYER contribution of \$832 per calendar year. EMPLOYER contributions will be made in twenty-four (24) bi-weekly installments. If health plan deductibles increase, this article will be reopened.

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.

Section 9.5

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 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.

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.

Section 13.3 The contract may be reopened during its term by mutual agreement of UNION and EMPLOYER for the limited purpose of negotiating scheduling. If the City conducts a study regarding scheduling, the Union will be consulted on a meet and confer basis during the study process. The City will invite the Union to meet and confer regarding scheduling before the contract is reopened.

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 with a minimum of one (1) hour of pay at this rate.

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 be 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.

Section 14.5 Compensatory Time.

Upon mutual agreement of the Fire Chief and the affected EMPLOYEE, the EMPLOYEE(S) will receive compensatory time in lieu of the compensation in sections 14.1, 14.2 and 14.3 at the rate of one and one-half (1 1/2) hours for each hour of overtime worked in those sections. Compensatory time off will be taken on an hour for hour basis and may not create overtime. An EMPLOYEE may only carry over ninety-six (96) hours of compensatory time. Any hours over ninety-six (96) hours shall be paid in the last paycheck in December at straight time according to the EMPLOYEE'S wage listed in Schedule A in this agreement.

ARTICLE 15: CLOTHING ALLOWANCE

Section 15.1 The EMPLOYER will provide EMPLOYEE'S with their initial set of uniforms as follows:

- 2 uniform shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 1 badge
- 1 belt

- 1 job shirt
- 7 Tee-shirts
- 1 pair station uniform boots (with a cap of \$150.00).

- Section 15.2 EMPLOYEES shall be given a budget of \$300.00 to maintain all uniforms required of the EMPLOYEES in the performance of their duties. All uniforms shall be maintained in good, safe condition.
- Section 15.3 EMPLOYEES shall be given a budget of \$150 per year for boot reimbursement. 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.
- Section 15.4 Protective clothing or protective devices required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the Employer.
- Section 15.5 Any uniform wrecked in the course of duty not due to normal wear and tear shall be replaced by the EMPLOYER at no cost to the EMPLOYEE.
- Section 15.6 Any change to the uniform style by the EMPLOYER, the EMPLOYER shall provide the new style at no cost to the EMPLOYEES. Promotion to any EMPLOYEE the EMPLOYER agrees to provide appropriate uniforms to the EMPLOYEES at no cost to the EMPLOYEES.

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; PAST PRACTICES

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 and raised by either party during the bargaining that preceded the entry into 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 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 the AGREEMENT, but which was raised by either party during the bargaining that preceded the entry into this AGREEMENT.

Section 19.3 Evidence of custom and past practice may be introduced for the following purposes:

- (a) to illustrate practices regarding “terms and conditions of employment”, as defined by PELRA, that existed prior to this AGREEMENT but which are not specifically addressed or referenced in this AGREEMENT;
- (b) to indicate the proper interpretation of ambiguous contract language; or
- (c) to support allegations that clear language of the written contract has been amended by mutual action or agreement.

To be binding on both parties, a past practice must be (1) unequivocal; (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as an established practice mutually accepted by both parties.

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, 2016 through December 31, 2017, 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, 2016 and two percent (2%), effective January 1, 2017. 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, 2016 through December 31, 2017

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	40,913.43	41,989.64	43,066.77	45,220.10	47,373.44	49,526.78	51,680.11	53,833.46
291 - 323	14	46,405.03	47,626.22	48,847.40	51,289.77	53,732.13	56,174.51	58,616.88	61,059.25
359 - 395	16	52,633.75	54,018.84	55,403.94	58,174.14	60,944.33	63,714.53	66,484.73	69,254.93

January 1, 2016 through December 31, 2017

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	41,731.70	42,829.43	43,928.10	46,124.50	48,320.91	50,517.31	52,713.71	54,910.13
291 - 323	14	47,333.13	48,578.74	49,824.35	52,315.57	54,806.78	57,298.00	59,789.22	62,280.44
359 - 395	16	53,686.42	55,099.22	56,512.02	59,337.62	62,163.22	64,988.82	67,814.42	70,640.03

Job Classification

Firefighter
 Fire Department Engineer
 Assistant Fire Chief

Pay Grade

12
 14
 16

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held April 7, 2016 at 5:00 P.M.

Present: Loven, Quirk, Grinde, Tweten

It was moved by Commissioner Tweten seconded by Commissioner Grinde that the minutes of the previous meeting of March 17, 2016 be approved as read.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,104,946.59.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Quirk to approve the base bid from RJ Zavorals for \$242,797.60 for the 2016 Watermain Replacement Project.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to authorize WSN to prepare the plans and specs for the Waterplant Reroofing Project; advertise for bids; and set the bid opening date for 2pm on 5-3-16.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve the bid from Moorhead Electric for \$154,344.27 for the 2016 Miscellaneous Electrical Distribution Construction projects as recommended by KBM.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve a donation of \$500 in support of the Dakota Science Center Water Festival for area 4th grade students on May 3 & 4 held at the EGF Heritage Village and involvement of our WTP operators.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to approve the satisfactory completion of the six month probationary period and corresponding pay increase for Tyler Tretter as Apprentice Lineman.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve essay #1 as winner of the local Tom Bovitz Scholarship contest and submit the essay to the MMUA state level competition; and to increase our local award to \$250.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

The commission tabled item #13 on the Accountant position.

It was moved by Commissioner Quirk seconded by Commissioner Grinde to approve Mr. Galstad, city attorney, to present to the City Council, paperwork in regards to providing voluntary special assessments as needed on the 2016 Watermain Replacement Project.

Voting Aye: Loven, Quirk, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Quirk seconded by Commissioner Grinde to adjourn to the next regular meeting on April 21, 2016 at 5:00 P.M.
Voting Aye: Loven, Quirk, Grinde, Tweten
Voting Nay: None

Lori Maloney
Secretary

**EAST GRAND FORKS
REGULAR
PLANNING COMMISSION MINUTES
Thursday, February 11, 2016 – 12:00 Noon
East Grand Forks City Council Chambers**

CALL TO ORDER

Chairman Mike Powers called the February 11, 2016, meeting of the East Grand Forks Planning Commission to order at 12:05 p.m.

CALL OF ROLL

On a Call of Roll the following members were present: Chairman Mike Powers Commissioners Chad Erickson, Gary Christianson, Marc DeMers and Kevin Marcott

Absent: Commissioner Randy Boushey, Niel McWalter

Guest(s) present: Teri Kouba, MPO; Earl Haugen, MPO.

Staff present: Nancy Ellis, East Grand Forks City Planner and Brenda Ault, Executive Assistant.

DETERMINATION OF A QUORUM

A quorum was present.

Commissioner Niel McWalter arrived at 12:05.

COMMUNICATION

Cell Tower Application: CP Ellis updated the Commissioners on the Cell Tower application: She reminded them that the cell tower ordinance had been amended. They are currently considering the public works location, but she has not received another application.

Red Cross Building: Derek Sporbert had contacted her, they had been considering a PUD (Planned Unit Development), but have since listed the property for sale. She has gotten a call about the vacant north lot, someone is considering moving in a home at that location.

Dakota Commercial Apartment Building: She reminded the Commissioners that this was a request to build an apartment building in Northview First Addition, they had requested a plat north of 23rd St NW of 3.83 acres. They had updated her via email that they were planning on meeting with an engineering firm for a plat.

President Powers inquired whether the state had approved a lighted crossing at the corner of 23rd St NE and State Hwy 220. CP Ellis informed the group that typically the state would consider a roundabout first, but numbers do not warrant a light at that crossing yet.

Bygland Road: Currently a roundabout is being considered at Bygland Road and Rhinehart Drive for 2018.

APPROVAL OF THE MINUTES OF THE JANUARY 14, 2016, ORGANIZATIONAL MEETING:

President Powers stated that there were a couple of errors in the minutes. In the Also Present paragraph, it should be corrected to state that Mike Marcott was present, instead of Mark Marcott.

Also, in the election of secretary, it should state that Commissioner McWalter nominated Chad Erickson as secretary, instead of Commissioner Marcott.

A Motion was made by Commissioner Erickson, Seconded by Commissioner McWalter to approve the minutes from the January 14, 2016 Organizational Meeting, with the corrections as stated. M/S/P- Erickson, McWalter; 5-0, mc.

APPROVAL OF THE MINUTES OF THE JANUARY 14, 2016, REGULAR MEETING:

President Powers stated that there was an error in the minutes. In the Also Present paragraph, it should be corrected to state that Mike Marcott was present, instead of Mark Marcott.

A Motion was made by Commissioner Erickson, Seconded by Commissioner Powers to approve the minutes from the January 14, 2016 Regular Meeting, with the correction as stated. M/S/P- Erickson, Powers; 5-0, mc.

OLD BUSINESS

None

NEW BUSINESS

PUBLIC HEARING: Matter of Recommending Final Approval of the 2045 Land Use Plan Update

A Motion was made by Commissioner Demers, was seconded by Commissioner Erickson to open to a Public Hearing. M/S/P- Demers, Erickson; 5-0, mc.

CP Ellis stated that since there was no public in attendance, we could close the open meeting.

A Motion was made to close the Public Hearing by Commissioner Demers, was seconded by Commissioner Erickson. M/S/P- Demers, Erickson; 5-0, mc.

CP Ellis asked MPO Kouba to address the Commissioners.

Ms. Kouba, East Grand Forks and Grand Forks MPO, stated a public meeting was held on January 20, 2016. At this meeting the Draft 2045 Land Use Plan was presented. The document was made available in print and online for the public to review and make comments on with a February 1, 2016, deadline to turn in any comments. A few comments and questions were made at the meeting. No other public comments were turned in by the deadline. The public seems comfortable with the plan.

President Powers asked Haugen, East Grand Forks and Grand Forks MPO to give the Commissioner's his thoughts. Haugen replied that a lot of good effort went into the plan and he felt it was well thought out and a good process.

A motion was made by Commissioner Demers, was seconded by Commissioner Christianson, to approve the 2045 Lane Use Plan as presented. M/S/P- Demers, Christianson; 5-0, mc.

CP Ellis stated that the Plan would be presented to the Council at the February 23, 2016 work session, so they can see how it's planned out and then take it to the March 1, 2016 Council Meeting for approval.

OTHER BUSINESS

None

ADJOURNMENT

A motion was made by Commissioner Erickson, was seconded by Commissioner Marcott, to adjourn the meeting the meeting at 12:20 pm. M/S/P- Erickson, Marcott; 5-0, mc.

Respectfully submitted by,

Brenda Ault
Executive Assistant

Request for Council Action

Date: 04/21/2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Members: Clarence Vetter, Henry Tweten, Craig Buckalew, Chad Grassel, Mike Pokrzywinski and Marc Demers

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request to Approve the Purchase of Mobile Data Computers

Background: The East Grand Forks Police Department is requesting permission to purchase five (5) Mobile Data Computers for use in our squad cars. The East Grand Forks City Council approved \$20,000.00 for this purchase in the 2016 budget. This is a planned equipment update/replacement. The EGFDP formed an internal committee to research various in-car computer options and, with input from the city IT department, determined that replacing our existing Panasonic Toughbooks with updated Toughbooks was our best option. Kris Kovar from Water & Light IT requested quotes from several vendors and received responses from three vendors as detailed below:

1. PCM – Tiger Direct Business = \$19,729.35
2. Ingram Technologies = \$18,700.00
3. Bizco = \$18,100.00

Recommendations: That the East Grand Forks City Council approve the purchase of five (5) Panasonic Toughbook computers from Bizco for the total price of \$18,100.00 per their quote dated March 25, 2016.

Enclosures: Quotes from PCM, Ingram and Bizco

Ingram Technologies LLC

c/o Scott Ingram
 PO Box 203324
 Austin TX, 78720

Estimate

Date	Estimate #
3/24/2016	971

Name / Address
East Grand Forks Police Department Ben Deckert 520 Demers Avenue East Grand Forks, MN 56721

			Project
Description	Qty	Rate	Total
CF-3110781CM List Price: \$4,544.00 Win7 (Win8.1 Pro COA) Intel Core i5-5300U 2.30GHz vPro 13.1" XGA Touch 8GB(4+4) 500GB(7200rpm) Intel WiFi a/b/g/n/ac TPM Bluetooth Dual Pass (Upper:WWAN/Lower:Selectable) 4G LTE Multi Carrier (EM7355) Emissive Backlit Keyboard No DVD Drive Toughbook Preferred	5	3,740.00	18,700.00T
		0.00	0.00
Total			\$18,700.00

PCM CORPORATE QUOTATION

Prepared by: Hersh Nebhrajani
 Email: Hersh.Nebhrajani@TigerDirect.com
 Phone: (630) 848-4801
 Fax:



Client: EGF WATER AND LIGHT DEPT

 ATTN ACCOUNTS PAYABLE

Phone: _____

Quote Date: 03/29/2016
Quote # : S9556793
Account # : 165759713

PCM #	Product Description	Mfg.	Qty.	Unit Price	Ext. Price	
13401067	WIN7 (WIN8.1 PRO COA) INTEL CORE I5-53	PANSNC CPU	5	\$3,936.55	\$19,682.75	
Ship To: KRIS KOVAR					Total:	\$19,682.75
EGF WATER AND LIGHT DEPT					UPS GROUND:	46.60
1010 5TH AVENUE NE					Tax:	1,356.39
EAST GRAND FORKS, MN 56721					Grand Total:	21,085.74

Suggested Products					
PCM #	Product Description	Mfg.	Qty.	Unit Price	Ext. Price
Suggestions Total:					
Suggestions Plus Grand Total:					

Lease Estimate (Monthly Rates)		
	Fair Market Value	\$1 Buyout
24 Months	\$913.65	\$1,046.91
36 Months	\$664.20	\$738.00
48 Months	\$569.31	\$593.35

Lease rate subject to credit approval. Special programs available for 100% software leases. Specify lease options before ordering.

[View Terms of Service and Policies at PCM.com](#)

*** Pricing and availability are subject to change. Final pricing to be discussed at time of purchase. ***
 Shipping, handling, and tax per client selected method will be prepaid and added.



City of East Grand Forks - MN

East Grand Forks PD CF-31 x 5

March 25, 2016

Casey White

Account Manager

1-800-950-2485 (sales)

402-323-4807 (direct)

402-323-4800 (main)

402-323-4848 (fax)

www.bizco.com

cwhite@bizco.com

Quote ID: 022479

Date: Friday, March 25, 2016

Expires: Thursday, April 21, 2016

Prepared For:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Ship To:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Bill To:

Kris Kovar
 City of East Grand Forks - MN
 600 Demers Ave
 East Grand Forks MN 56721-1840

Prepared By:

Casey White
 402-323-4807
 cwhite@bizco.com

Product

MFP#	Description	Qty	Price	Ext. Price
CF-3110781CM	Windows 7 Professional (with Win 8.1 Pro COA), Intel Core i5-5300U 2.30GHz, 13.1" XGA Touchscreen LCD, 500GB Shock-mounted HDD (7200rpm), 8GB (4+4), Wi-Fi, Bluetooth, 4G LTE Multi Carrier, Dual Pass (Upper WWAN / Lower Selectable), TPM 1.2, Backlit Emissi 2 WEEK LEAD TIME PER PANASONIC	5	\$3,620.00	\$18,100.00

Product Subtotal **\$18,100.00**

Quote Summary

Description	Product	\$18,100.00
Total		\$18,100.00

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is place on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terms shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.

Request for Council Action

Date: April 21, 2016

To: East Grand Forks City Council, Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Henry Tweten, Marc DeMers, Craig Buckalew and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: 2015 City Project No. 4 – Curb, Gutter and Paving

Background:

The City of East Grand Forks will need to enter into a grant agreement with MnDOT for the above referenced project. Therefore, please find attached the following:

- 1) Memo from MnDOT approving the funding for the project and proceeding with the agreement.
- 2) Two (2) copies of the Local Road Improvement Program (LRIP) Grant Agreement
- 3) The City will need to execute Exhibit C, “Bond Financed Property Certification”
- 4) The City will need to pass a Resolution for exhibit E – “Grantee Resolution Approving Grant Agreement”

The total of the grant agreement is \$366,957.48, because the bids came in under budget, we convinced MnDOT, to include the 10% contingency in the award, which they typically do not.

Recommendation:

Approve the Grant Agreement and give WSN the approval to forward the agreement to MnDOT

Documentation:

Please see attached

RESOLUTION NO. 16 – 05 - 45
Exhibit E for Grant Agreement to State Transportation Fund
(Local Road Improvement Program)
Grant Terms and Conditions
SAP 119-102-010/119-110-008

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

WHEREAS, the City of East Grand Forks has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$366,957.48 by reason of the lowest responsible bid;

NOW THEREFORE, BE IT RESOLVED that the City of East Grand Forks does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper city officials are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: May 3, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of May, 2016.

Mayor



MEMO

State Aid for Local Transportation Division
Mail Stop 215, 5th Floor
395 John Ireland Boulevard
St. Paul, MN 55155-1899

Fax: 651 366-4880

April 8, 2016

Greg Boppre
East Grand Forks City Engineer

Re: SAP 119-110-008 and 119-102-010 Encumbrance Letter.

Based on the Abstract of Bids for the project listed above funding has been approved as follows:

	SAP 119-110-008
\$235,509.50	LRIP Funds – Acct#270
	SAP 119-102-010
<u>131,447.97</u>	LRIP Funds – Acct#270
\$366,957.47	Total

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above, and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right hand corner of this grant agreement. Submit two original copies of the grant agreement for approval to Patti Loken, M.S. 500 at the above address. The template for the agreement and a sample resolution can be found on the State Aid website under Programs/Bridge Programs/Local Bridge Replacement Program. <http://www.dot.state.mn.us/stateaid/local-bridge-replacement-program.html>. No bond funding can be paid to you until the agreement is executed.

Thank you.

Sincerely,

Sandra Martinez
State Aid Finance

cc: DSAE
Patti Loken, State Aid Programs Engineer
File

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2014 Chapter 294 - H.F. 2490. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date the State obtains all required signatures under Minnesota Statutes §16 C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721
Contact: Mr. David Murphy 218-773-2483 or dmurphy@egf.mn

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 119-102-010	\$131,447.97	\$29,874.53	February 1, 2017
SAP 119-110-008	\$235,509.51	\$53,524.88	February 1, 2017

3. Total Amount of LRIP Grant for all projects under this Agreement: \$366,957.48
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

Revised: 7/9/2015

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

Revised: 6/18/15

PUBLIC ENTITY (GRANTEE)

By: _____

Title: MAYOR

Date: _____

By: _____

Title: City Administrator

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Programs Engineer

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____

Contract Administrator

Date: _____

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

The construction completion date is August 15, 2016, therefore the project completion schedule will be February 1, 2017.

Revised: 6/18/15

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Polk, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

[name of Public Entity grantee], a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Revised: 6/18/15

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Revised: 6/18/15



East Grand Forks
1600 Central Avenue NE
East Grand Forks, MN 56721-1570

218.773.1185
218.773.3348
EastGrandForks@wsn.us.com

WidsethSmithNolting.com

December 29, 2014

Ms. Patti Loken
State Aid Division
Transportation Building
395 John Ireland Blvd.
Mail Stop 500
St. Paul, MN 55155

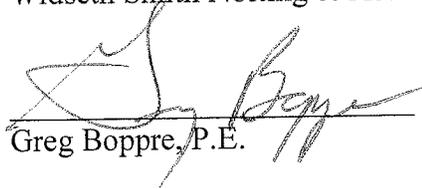
RE: LRIP Application
East Grand Forks, MN

Dear Patti:

Enclosed please find the LRIP Application for the City of East Grand Forks.

If you have any questions, or if additional information is needed, please contact our office.

Respectfully yours,
Widseth Smith Nolting & Associates, Inc.


Greg Boppre, P.E.

GB:kmu

c.c. David Murphy, City Administrator
Jason Stordahl, Public Works Director
Karla Anderson, Finance Director
Nancy Ellis, Community Development Director
Steve Emery, WSN

**Local Road Improvement Program Solicitation
2014 Application Form**



MnDOT / State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Contact

Agency:

First Name: Last Name:

Address: City:

State: Phone Num: E-mail:

County Sponsor (if applicable):

Project Location

Road Authority Road Authority Name

Route: MnDOT District

County: City/Township

Project limits (Termini)

From Mile Post: To Mile Post: Length (mi):

Beg. Desc. Loc. End. Desc. Loc.

Description

Brief Description of the Project:

The City is constructing a new lift station in the SW corner of the intersection of 5th Ave NE and 10th Street NE and this work will involve new utility work in this intersection. The existing profile has a grade raise to match the existing railroad tracks, which now have been abandoned. Therefore, this project will consist of removing the existing concrete, removing the existing clay and installing new concrete, curb and gutter and landscaping.

Is your project on a route of regional significance? (check all that apply)

- Farm to Market artery
- Part of an economic development plan
- Provides capacity or congestion relief to a parallel trunk highway system or county road
- Part of a 10-ton route system
- Serves as a regional tourist destination
- Is a connection to the IRC system, trunk highway or a county road

Project's contribution to other local regional, or state economic developments or redevelopment efforts:

The improvements on 5th Avenue NE, will improve the flow of traffic to American Crystal Sugar Company. The improvements will allow for a smooth and safer transition off U.S. T.H. #2, along 5th Avenue to American Crystal Sugar Company

**Local Road Improvement Program Solicitation
2014 Application Form**



MnDOT/ State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Description

Identify the transportation deficiency that the project will address and the proposed safety or engineering strategy.

The proposed improvements will allow for a greater site distance along 5th Avenue NE, especially with a City owned facility nearby and the potential for heavy commercial trucks to be able to stop in a safe manner. The existing roadway has a 5' grade raise, which matched the railroad tracks, which are no longer in service.
The proposed improvements will lower the existing profile for approximately 192', to match the existing profile of the remaining portion of 5th Avenue NE.

The engineering strategy in the Minnesota Strategic Highway Safety Plan that this project aligns with is the "Make low cost geometric improvements at intersections", which include improving site distance at intersections.

Project Readiness

Construction Year (select one)

Does the project have any historical/archeological impacts?

No Yes, Describe:

What is the project development status?

Design work has not started Design in progress Plans have been approved

What is the Right-Of-Way status on the project?

No R/W needed R/W needed but not yet acquired

Cost

Project funding sources:

Federal	State Aid	Local/Other	LRIP	Total Cost
<input type="text"/>	<input type="text" value="100.00"/>	<input type="text"/>	<input type="text" value="553.00"/>	<input type="text" value="653.00"/>

For Internal Use Only

District State Aid Engineer Signature - Review and Approval

Date

RESOLUTION NO. 14 – 12 - 112

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

WHEREAS, the City of East Grand Forks would like to remove the railroad tracks and lower 5th Avenue NE,

WHEREAS, MNDOT is accepting applications for their 2014-2015 Local Road Improvement Program,

WHEREAS, the City Engineers have prepared the application to submit to MNDOT for the project on 5th Avenue NE;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of East Grand Forks, Minnesota authorizes the City Engineers to submit the application to the MNDOT 2014-2015 Local Road Improvement Program for repair work to 5th Avenue NE.

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

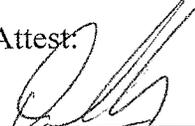
Voting Nay: None.

Absent: None.

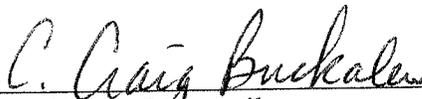
The President declared the resolution passed.

Passed: December 16, 2014

Attest:

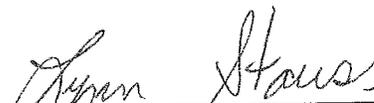


City Administrator

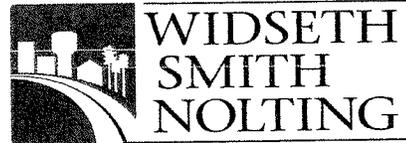


President of Council

I hereby approve the foregoing resolution this 16th Day of December, 2014.



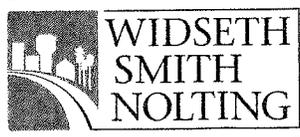
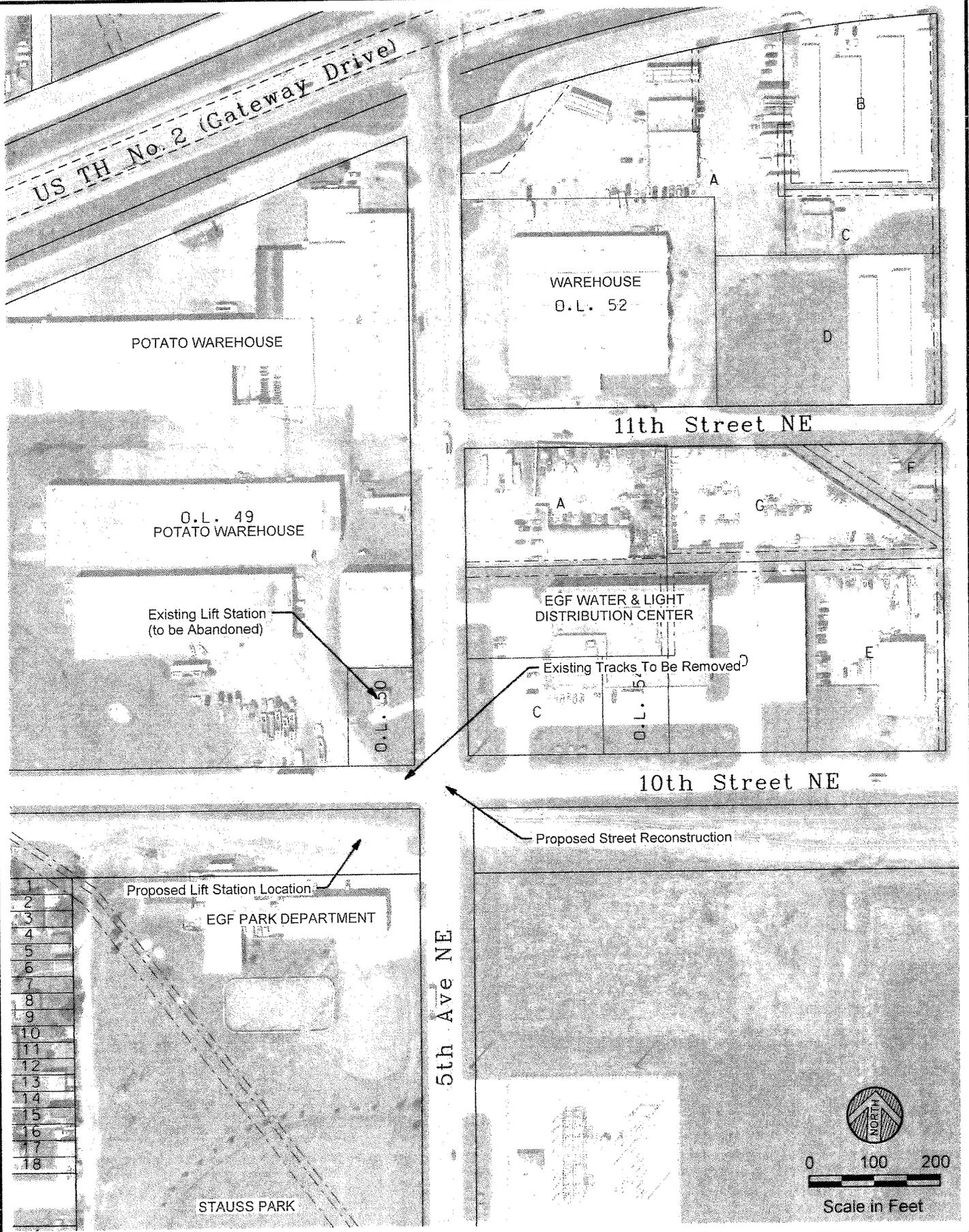
Mayor



**STREET RECONSTRUCTION
5th Ave NE and 10th Street NE
EAST GRAND FORKS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2021.501	Mobilization	LS	1	\$5,000.00	\$5,000.00
2104.501	Remove Curb and Gutter	LF	825	\$5.00	\$4,125.00
2104.505	Remove Concrete Pavement	SY	2320	\$6.00	\$13,920.00
2104.505	Remove Concrete Driveway Pavement	SY	100	\$6.00	\$600.00
2104.509	Remove Casting	EA	5	\$500.00	\$2,500.00
2104.511	Sawing Concrete Pavement (Full Depth)	LF	200	\$7.00	\$1,400.00
2105.501	Common Excavation (P)	CY	8000	\$8.00	\$64,000.00
2105.525	Topsail Borrow (LV)	CY	150	\$40.00	\$6,000.00
2105.604	Geogrid	SY	2600	\$4.00	\$10,400.00
2112.604	Subgrade Preparation	SY	2600	\$4.00	\$10,400.00
2211.607	Aggregate Base(10")	CY	800	\$35.00	\$28,000.00
2301.529	Reinforcement Bars (Epoxy Coated)	LB	1000	\$3.00	\$3,000.00
2301.604	Concrete Pavement 9.0"	SY	2400	\$60.00	\$144,000.00
2502.541	4" Perforated Drain Tile	LF	960	\$3.00	\$2,880.00
2503.511	18" RCP Storm Sewer	LF	300	\$60.00	\$18,000.00
2504.602	Adjust Gate Valve & Box	EA	5	\$300.00	\$1,500.00
2506.516	Casting Assembly, Type A	EA	4	\$1,000.00	\$4,000.00
2506.516	Casting Assembly Type C	EA	3	\$1,200.00	\$3,600.00
2506.602	Install Catch Basin	EA	4	\$3,000.00	\$12,000.00
2506.603	Construct Storm Manhole (48")	LF	40	\$250.00	\$10,000.00
2521.501	4" Concrete Sidewalk	SF	1000	\$5.00	\$5,000.00
2531.501	Concrete Curb and Gutter, Design B624	LF	825	\$20.00	\$16,500.00
2531.507	6" Concrete Driveway Pavement	SY	100	\$50.00	\$5,000.00
2563.601	Traffic Control	LS	1	\$5,000.00	\$5,000.00
2573.530	Storm Drain inlet Protection	EA	4	\$100.00	\$400.00
2575.501	Seeding	SY	2200	\$2.00	\$4,400.00
2582.502	4" Broken Line White - Epoxy	LF	300	\$4.00	\$1,200.00
2582.601	Traffic Enhancements	LS	1	\$20,000.00	\$20,000.00
2545.601	Electrical relocations	LS	1	\$100,000.00	\$100,000.00
TOTAL CONSTRUCTION COST					\$502,825.00
Engineering – Plans/Specifications					\$60,339.00
Engineering – Stake/Inspection					\$40,226.00
Administration					\$15,084.75
Legal					\$10,056.50
Contingencies					\$25,141.25
TOTAL					\$653,672.50

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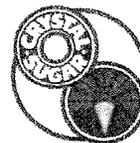


Engineering
 Architecture
 Surveying
 Environmental

DATE 11/21/14
 SCALE As Shown
 DRAWN BY MBA
 CHECKED BY GLB
 JOB NUMBER 126706G0028.014

Street Reconstruction
 5th Avenue NE & 10th Street NE
 East Grand Forks, Minnesota
Project Area Map

SHEET NO
P-1
 1 OF 1



American Crystal
Sugar Company

American Crystal Sugar Company
Cory Kritzberger
1020 Business Highway 2
East Grand Forks, MN 56721

December 8, 2014

David Murphy
City Administrator
East Grand Forks, MN 56721

Dear Mr. Murphy,

I have recently spoken to Greg Boppre concerning the possibility of removing the old railroad crossing on 5th Avenue and improving the height of the roadway. Greg mentioned grant money may be available and a letter of recommendation from ACSC may help the chances of receiving grant money. ACSC would highly recommend and fully support the removal of the old railroad crossing and I feel strongly this improvement would greatly improve the flow of truck traffic during sugarbeet harvest and throughout the beet hauling campaign into the East Grand Forks sugarbeet factory.

The safety aspect of this potential project would also be greatly enhanced. Removal of the old railroad crossing would eliminate truck traffic from slowing down for the current rough tracks and would also eliminate much of the mud and ice debris that accumulate in this area. This improvement would surely benefit all citizens that use 5th Avenue.

Thank you for the opportunity to promote this potential project!

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Kritzberger".

Cory Kritzberger
Ag Operations Manager, ACSC
ckritzbe@crystalsugar.com
701-430-2227



December 8, 2014

Mr. David Murphy
City Administrator
East Grand Forks, MN 56721

Re: Removal of railroad crossing on Fifth Avenue

Dear Mr. Murphy:

Transystems endorses the removal of the abandoned railroad crossing on Fifth Avenue in East Grand Forks.

Removal of the crossing would improve traffic circulation and safety. When vehicles slow to cross the tracks there is increased risk of collisions. Moreover, the rough crossing vibrates vehicles and causes them to shed built ice and snow at that location.

Transystems would appreciate your support of this improvement project.

Transystems Services

A handwritten signature in black ink, appearing to read "Troy Carl", is written over the printed name.

Troy Carl
Vice President and General Manager
Red River Valley Division



Ryan's LLP
425 Gateway Dr NE
East Grand Forks, MN 56721

City of East Grand Forks
600 Demers Ave
East Grand Forks, MN 56721

To Whom it May Concern:

Campbell's/Ryan's LLP releases the railroad track on the intersection of 5th Avenue and 10th Street to be taken out.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Norman". The signature is fluid and cursive, with a large initial "R" and "N".

Ron Norman
Director of Operations
Ryan's LLP

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

Revised: 6/18/15

RESOLUTION NO. 16 – 04 - XX
Exhibit E for Grant Agreement to State Transportation Fund
(Local Road Improvement Program)
Grant Terms and Conditions
SAP 119-102-010/119-110-008

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

WHEREAS, the City of East Grand Forks has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$366,957.48 by reason of the lowest responsible bid;

NOW THEREFORE, BE IT RESOLVED that the City of East Grand Forks does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper city officials are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: _____, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this _____ of _____, 2016.

Mayor

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

Revised: 6/18/15

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (ii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Revised: 6/18/15

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

Revised: 6/18/15

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

Revised: 6/18/15

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

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of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

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- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section

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5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

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Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

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Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

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Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by

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any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.16 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

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Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.24 **American-Made Steel.** Minnesota Laws 2014, chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

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**2015 City Project NO. 4
Curb, Gutter and Paving
S.A.P. 119-110-008
East Grand Forks, Minnesota**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Engineers Estimate		Opp Construction		Paras Contracting		Strata Corporation		Tony Anderson	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2021.501	Mobilization	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$9,700.00	\$4,850.00	\$17,050.00	\$8,525.00	\$56,500.00	\$28,250.00	\$3,000.00	\$1,500.00
2104.501	Remove Curb and Gutter	596	LIN. FT.	\$8.00	\$4,768.00	\$4.00	\$2,384.00	\$4.90	\$2,920.40	\$10.00	\$5,960.00	\$10.00	\$5,960.00
2104.501	Remove Railroad Track	95	LIN. FT.	\$55.00	\$5,225.00	\$42.00	\$3,990.00	\$38.75	\$3,681.25	\$65.00	\$6,175.00	\$30.00	\$2,850.00
2104.505	Remove Concrete Pavement	1746	SQ. YD.	\$8.00	\$13,968.00	\$4.00	\$6,984.00	\$3.57	\$6,233.22	\$10.25	\$17,896.50	\$20.00	\$34,920.00
2104.505	Remove Concrete Driveway Pavement	69	SQ. YD.	\$15.00	\$1,035.00	\$4.00	\$276.00	\$3.57	\$246.33	\$10.25	\$707.25	\$25.00	\$1,725.00
2104.509	Remove Sign	3	EACH	\$300.00	\$900.00	\$30.00	\$90.00	\$30.60	\$91.80	\$35.00	\$105.00	\$20.00	\$60.00
2104.509	Remove Casting	7	EACH	\$300.00	\$2,100.00	\$240.00	\$1,680.00	\$245.00	\$1,715.00	\$300.00	\$2,100.00	\$250.00	\$1,750.00
214.511	Sawing Concrete Pavement (Full Depth)	99	LIN. FT.	\$10.00	\$990.00	\$9.00	\$891.00	\$5.50	\$544.50	\$8.00	\$792.00	\$5.00	\$495.00
2104.523	Salvage Sign	1	EACH	\$300.00	\$300.00	\$30.00	\$30.00	\$30.60	\$30.60	\$35.00	\$35.00	\$30.00	\$30.00
2104.523	Salvage Sign Support	1	EACH	\$300.00	\$300.00	\$50.00	\$50.00	\$51.00	\$51.00	\$50.00	\$50.00	\$30.00	\$30.00
2105.501	Common Excavation (P)	826	CU. YD.	\$8.00	\$6,608.00	\$8.80	\$7,268.80	\$8.16	\$6,740.16	\$9.75	\$8,053.50	\$10.00	\$8,260.00
2112.604	Subgrade Preparation	2183	SQ. YD.	\$2.50	\$5,457.50	\$2.25	\$4,911.75	\$2.29	\$4,999.07	\$2.00	\$4,366.00	\$4.00	\$8,732.00
2211.503	Aggregate Base (CV)	303	CU. YD.	\$45.00	\$13,635.00	\$40.00	\$12,120.00	\$39.00	\$11,817.00	\$42.00	\$12,726.00	\$50.00	\$15,150.00
2301.504	Concrete Pavement 9.0"	1818	SQ. YD.	\$75.00	\$136,350.00	\$68.00	\$123,624.00	\$75.00	\$136,350.00	\$82.50	\$149,985.00	\$90.00	\$163,620.00
2531.507	6" Concrete Driveway Pavement	70.0	SQ. YD.	\$60.00	\$4,200.00	\$52.00	\$3,640.00	\$70.00	\$4,900.00	\$85.00	\$5,950.00	\$100.00	\$7,000.00
2504.602	Adjust Gate Valve & Box	1	EACH	\$300.00	\$300.00	\$250.00	\$250.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00
2506.516	Casting Assembly, Type A	4	EACH	\$1,200.00	\$4,800.00	\$1,270.00	\$5,080.00	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00
2506.516	Casting Assembly, Type B	1	EACH	\$1,500.00	\$1,500.00	\$2,290.00	\$2,290.00	\$2,700.00	\$2,700.00	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00
2506.516	Casting Assembly, Type C	2	EACH	\$1,500.00	\$3,000.00	\$1,480.00	\$2,960.00	\$980.00	\$1,960.00	\$1,800.00	\$3,600.00	\$1,300.00	\$2,600.00
2531.501	Concrete Curb & Gutter Design B624	607	LIN. FT.	\$25.00	\$15,175.00	\$40.00	\$24,280.00	\$25.00	\$15,175.00	\$32.00	\$19,424.00	\$45.00	\$27,315.00
2563.601	Traffic Control	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$6,000.00	\$3,000.00	\$5,100.00	\$2,550.00	\$4,000.00	\$2,000.00	\$8,000.00	\$4,000.00
2573.53	Storm Drain Inlet Protection	2	EACH	\$300.00	\$600.00	\$225.00	\$450.00	\$125.00	\$250.00	\$350.00	\$700.00	\$150.00	\$300.00
2574.525	Common Topsoil Borrow	30	CU. YD.	\$25.00	\$750.00	\$18.00	\$540.00	\$17.34	\$520.20	\$35.00	\$1,050.00	\$45.00	\$1,350.00
2575.501	Seeding	0.15	ACRE	\$15,000.00	\$2,250.00	\$12,000.00	\$1,800.00	\$9,690.00	\$1,453.50	\$10,500.00	\$1,575.00	\$15,000.00	\$2,250.00
2582.502	4" Broken Line Yellow - Epoxy	60	LIN. FT.	\$15.00	\$900.00	\$11.00	\$660.00	\$10.20	\$612.00	\$12.50	\$750.00	\$41.50	\$2,490.00
SUBTOTAL S.A.P. 119-110-008 (5th Ave NE)					\$250,111.50		\$214,099.55		\$217,966.03		\$279,350.25		\$299,187.00
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
2021.501	Mobilization	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$9,700.00	\$4,850.00	\$17,050.00	\$8,525.00	\$56,500.00	\$28,250.00	\$3,000.00	\$1,500.00
2104.509	Remove Sign	6	EACH	\$300.00	\$1,800.00	\$30.00	\$180.00	\$30.60	\$183.60	\$35.00	\$210.00	\$20.00	\$120.00
2104.523	Salvage Casting	2	EACH	\$300.00	\$600.00	\$240.00	\$480.00	\$244.80	\$489.60	\$200.00	\$400.00	\$250.00	\$500.00
2105.501	Common Excavation (P)	273	CU. YD.	\$8.00	\$2,184.00	\$8.80	\$2,402.40	\$8.16	\$2,227.68	\$9.75	\$2,661.75	\$10.00	\$2,730.00
2112.604	Subgrade Preparation	503	SQ. YD.	\$2.50	\$1,257.50	\$2.25	\$1,131.75	\$2.29	\$1,151.87	\$2.00	\$1,006.00	\$4.00	\$2,012.00
2211.503	Aggregate Base (CV)	70	CU. YD.	\$45.00	\$3,150.00	\$40.00	\$2,800.00	\$39.00	\$2,730.00	\$42.00	\$2,940.00	\$50.00	\$3,500.00
2301.504	Concrete Pavement 7.0"	1083	SQ. YD.	\$70.00	\$75,810.00	\$63.00	\$68,229.00	\$73.00	\$79,059.00	\$75.50	\$81,766.50	\$85.50	\$92,596.50
2531.507	6" Concrete Driveway Pavement	173	SQ. YD.	\$60.00	\$10,380.00	\$52.00	\$8,996.00	\$70.00	\$12,110.00	\$85.00	\$14,705.00	\$86.00	\$14,878.00
2504.602	Adjust Gate Valve & Box	3	EACH	\$250.00	\$750.00	\$250.00	\$750.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
2506.522	Adjust Frame & Ring Casting	2	EACH	\$500.00	\$1,000.00	\$890.00	\$1,780.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
2531.501	Concrete Curb & Gutter Design B624	504	LIN. FT.	\$25.00	\$12,600.00	\$39.00	\$19,656.00	\$25.00	\$12,600.00	\$32.00	\$16,128.00	\$45.00	\$22,680.00
2563.601	Traffic Control	0.5	LUMP SUM	\$25,000.00	\$12,500.00	\$6,000.00	\$3,000.00	\$5,100.00	\$2,550.00	\$4,000.00	\$2,000.00	\$8,000.00	\$4,000.00
2564.536	Install Sign Panel	1	EACH	\$500.00	\$500.00	\$55.00	\$55.00	\$51.00	\$51.00	\$55.00	\$55.00	\$1,000.00	\$1,000.00
2564.602	Install Sign Support	1	EACH	\$500.00	\$500.00	\$160.00	\$160.00	\$153.00	\$153.00	\$165.00	\$165.00	\$500.00	\$500.00
2564.602	Furnish Sign Panel (Stop Sign)	2.0	EACH	\$500.00	\$1,000.00	\$80.00	\$160.00	\$76.50	\$153.00	\$80.00	\$160.00	\$200.00	\$400.00
2564.602	Furnish Sign Post	2	EACH	\$500.00	\$1,000.00	\$220.00	\$440.00	\$204.00	\$408.00	\$215.00	\$430.00	\$100.00	\$200.00
2573.533	Sediment Control Log Type Straw	30	LIN. FT.	\$20.00	\$600.00	\$8.00	\$240.00	\$7.08	\$212.40	\$9.00	\$270.00	\$30.00	\$900.00
2574.525	Common Topsoil Borrow	30	CU. YD.	\$25.00	\$750.00	\$18.00	\$540.00	\$17.34	\$520.20	\$35.00	\$1,050.00	\$80.00	\$2,400.00
2575.501	Seeding	0.15	ACRE	\$15,000.00	\$2,250.00	\$12,000.00	\$1,800.00	\$9,690.00	\$1,453.50	\$10,500.00	\$1,575.00	\$15,000.00	\$2,250.00
2582.502	24" Solid Line White- Epoxy	36	LIN. FT.	\$25.00	\$900.00	\$33.00	\$1,188.00	\$30.60	\$1,101.60	\$35.00	\$1,260.00	\$126.00	\$4,536.00
2582.502	4" Broken Line Yellow - Epoxy	60	LIN. FT.	\$15.00	\$900.00	\$11.00	\$660.00	\$10.20	\$612.00	\$15.00	\$900.00	\$41.50	\$2,490.00
SUBTOTAL S.A.P. 119-102-010 (10TH ST NE)					\$142,931.50		\$119,498.15		\$128,191.45		\$158,432.25		\$159,667.50
TOTAL BID S.A.P. 119-10-008 & 119-102-010					\$393,043.00		\$333,597.70		\$346,157.48		\$437,782.50		\$458,854.50

Request for Council Action

Date: 4-21-2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Water Service for Interconnect Lift Station

Background: As part of the “interconnect project” we will be installing a new lift station just south of where our existing sewage lagoons are currently located. The lift station will require hook up to a potable water source. The potable water will be used for pump maintenance, facility maintenance, and safety (keeping hands, eyes, skin etc. clean).

Currently there are no sources of potable water within the immediate area surrounding the new lift stations site. So we will have to bring water in from one of two nearby locations, utilizing either City Water or Rural Water. For the City to install water line to the site our City Engineer estimates that it would cost a minimum of \$150,000. Marshal Polk Rural Water’s estimate to provide infrastructure is \$15,900, and their monthly water rates are roughly the same as ours.

Based on the above information, we feel that the most cost effective and prudent solution for providing water to the site is to have Marshal Polk Rural Water install a line and provide service to the lift station. If Council approves, the funds for payment would come from our Wastewater Fund.

Recommendation: Approve staff to authorize Marshal Polk Rural Water to install a water line and provide water service to our new lift station site for \$15,900.

RESOLUTION NO. 16 – 05 - 46

Water Line to Interconnect Lift Station Site

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

WHEREAS, the City of East Grand Forks will be installing a new lift station as a part of the interconnect project that will be located south of the current sewage lagoons;

WHEREAS, a potable water source is needed for pump maintenance, facility maintenance, and safety reason; and

WHEREAS, there is currently no source available in the immediate area; and

WHEREAS, this property is located in the service area of the Marshall Polk Rural Water who would be able to install a waterline to this area at a much more feasible cost than the City would be able to;

NOW THEREFORE, BE IT RESOLVED that the City of East Grand Forks authorizes Marshall Polk Rural Water to install a water line to provide water service to the new lift station site for the amount of \$15,900.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: May 3, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of May, 2016.

Mayor

Request for Council Action

Date: 4/29/16

To: East Grand Forks City Council Mayor Lynn Stauss, Council President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Dave Aker – Park & Recreation Director

RE: Request to Purchase Columbarium

The Cemetery Commission decided at the April 28th meeting that another columbarium needs to be purchased and installed. To stay consistent and keep the same style it is being requested to purchase a columbarium from Granite Bronze. The total cost for this project is as follows:

Columbarium:	\$12,963
Concrete Footings:	\$3,600
Concrete Sidewalk:	\$1,875
Grout:	\$300
Rental of Crane	<u>\$350</u>
Total	\$19,088

There are funds available from the perpetual fund to cover the project costs.

Recommendation: Approve the purchase of a columbarium from Granite Bronze for \$12,963 and authorize the installation of the columbarium for an additional \$6125.

Cost of a New Columbarium

(4/28/2016)

Cost of Columbarium: \$12,963.00

Cost of Concrete (footings): \$3,600.00

Cost of concrete (sidewalk): \$1,875.00

Grout around columbarium: \$300.00

Rent a crane: \$350.00

Total Cost \$19,088.00

RESOLUTION NO. 16 – 05 – 47

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 24005 for a total of \$789.42.

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 \$789.42 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on May 3, 2016.

Voting Aye:

Voting Nay:

Abstain:

The President declared the resolution passed.

Passed: May 3, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 3rd day of May, 2016.

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 24005 for a total of \$789.42.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on May 3, 2016.

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

User: apassa
 Printed: 4/29/2016 - 12:45 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
23967	05/03/2016	3DS001	3D Specialties	462.20	0
23968	05/03/2016	ACM001	Acme Electric Companies	353.75	0
23969	05/03/2016	ADV001	Advanced Business Methods Inc	870.37	0
23970	05/03/2016	ALL002	All Pro Embroidery LLC	50.00	0
23971	05/03/2016	AMA001	Amazon.com	478.67	0
23972	05/03/2016	AME005	Ameripride Linen & Apparel Services	167.70	0
23973	05/03/2016	ANY001	Anytime Plumbing	75.00	0
23974	05/03/2016	AQU001	Aqua Water Solutions	45.05	0
23975	05/03/2016	BAK001	Baker & Taylor Co	417.19	0
23976	05/03/2016	BEN003	Benco Equipment	220.00	0
23977	05/03/2016	BES004	Best Western Plus Kelly Inn	613.56	0
23978	05/03/2016	BRO002	Brodart Co	360.79	0
23979	05/03/2016	BRY001	Bryan Rock Products Inc	484.84	0
23980	05/03/2016	BUS002	Business Essentials	45.18	0
23981	05/03/2016	C&R001	C&R Laundry & Cleaners	587.26	0
23982	05/03/2016	CAR002	Carquest Auto Parts	312.75	0
23983	05/03/2016	CEN006	Century Link	859.10	0
23984	05/03/2016	CLA001	Claitor's Law Book & Publishers	56.51	0
23985	05/03/2016	CNA001	CNA Surety	100.00	0
23986	05/03/2016	COL002	Cole Papers Inc	13.98	0
23987	05/03/2016	COM003	Complete Pest Control Inc	1,698.00	0
23988	05/03/2016	AIR003	Corval Constructors	2,768.80	0
23989	05/03/2016	CUS002	Custom Stripes Inc	330.00	0
23990	05/03/2016	DAY002	Daydreams Specialties, LLC	6.00	0
23991	05/03/2016	DSC001	Diamond Cleaning Supply	101.90	0
23992	05/03/2016	DIS001	Display Sales Co	851.50	0
23993	05/03/2016	DOC001	Docu Shred Inc	37.00	0
23994	05/03/2016	ECO001	Economy Plumbing	1,487.82	0
23995	05/03/2016	EXP002	Exponent	121.50	0
23996	05/03/2016	ODL001	Fitzgerald, Reynolds & Harbott PLLP	425.50	0
23997	05/03/2016	G&K001	G&K Services	173.61	0
23998	05/03/2016	GAF002	Gaffaney's	643.39	0
23999	05/03/2016	GAL002	Galls LLC	139.40	0
24000	05/03/2016	GAL003	Galstad Jensen & McCann PA	12,395.57	0
24001	05/03/2016	GFF001	GF Fire Equipment	58.50	0
24002	05/03/2016	GFW001	GF Welding & Machine	286.82	0
24003	05/03/2016	GOP002	Gopher State Lawn Sprinklers	250.00	0
24004	05/03/2016	GFH002	Grand Forks Herald	421.51	0
24005	05/03/2016	HAR001	Hardware Hank	789.42	0
24006	05/03/2016	HEA006	Heartland Ag-Business Group	20.00	0
24007	05/03/2016	HEA001	Heartland Paper	162.00	0
24008	05/03/2016	HIG002	Higher Ground	498.00	0
24009	05/03/2016	HOL002	Holiday Companies	24.29	0
24010	05/03/2016	HOL020	Holweger Construction LLC	1,800.00	0
24011	05/03/2016	HUG001	Hugo's	31.50	0
24012	05/03/2016	INT003	Integra Telecom	95.17	0
24013	05/03/2016	INT018	International Mulch Company	2,859.64	0
24014	05/03/2016	JOH026	Johnson Controls	449.20	0
24015	05/03/2016	JUN001	Junior Library Guild	1,026.30	0
24016	05/03/2016	K&K001	K&K Trucking Inc	1,800.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
24017	05/03/2016	KAL003	Kaler Docling, PLLP	798.00	0
24018	05/03/2016	KEI001	Keith's Security World	1,413.95	0
24019	05/03/2016	KLE005	Karen Killein	3,244.85	0
24020	05/03/2016	LIB001	Liberty Business Systems	115.08	0
24021	05/03/2016	LIT001	Lithia Payment Processing	236.89	0
24022	05/03/2016	LUM001	Lumber Mart	365.37	0
24023	05/03/2016	MAC002	MacQueen Equipment	474.69	0
24024	05/03/2016	MAR001	Marco Inc	462.33	0
24025	05/03/2016	MNH001	MHSRC/Range	396.00	0
24026	05/03/2016	B&M002	Michael C Moulton/Beverly Moulton	18.00	0
24027	05/03/2016	MIC001	Micro-Marketing LLC	215.95	0
24028	05/03/2016	MID003	Midcontinent Communications	1,655.07	0
24029	05/03/2016	MID007	Midwest Refrigeration Inc	783.31	0
24030	05/03/2016	MIK001	Mike's Pizza	54.57	0
24031	05/03/2016	MIL004	Miller Motivations, LLC	10,149.50	0
24032	05/03/2016	MNC005	MN County Attorney's Association	44.00	0
24033	05/03/2016	MND006	VOID****VOID****VOID*** MN I	501.00	0
24034	05/03/2016	BAR005	MSC Industrial Supply Co.	106.61	0
24035	05/03/2016	NOR006	Northdale Oil	11,259.02	0
24036	05/03/2016	NCC001	Northern Cruz Club	150.00	0
24037	05/03/2016	ORE001	O'Reilly Auto Parts	965.36	0
24038	05/03/2016	OCC001	Occupational Development Center, Inc	562.70	0
24039	05/03/2016	OCL001	OCLC	143.07	0
24040	05/03/2016	OFF002	Office Depot	79.92	0
24041	05/03/2016	OLD001	Old Dominion Brush	707.00	0
24042	05/03/2016	ORT001	Ortiz Upholstery	221.70	0
24043	05/03/2016	PAR006	Paraclete Press, Inc.	61.67	0
24044	05/03/2016	PET001	Peterson Veterinarian Clinic P.C.	887.00	0
24045	05/03/2016	POL015	Polk County Administrator	65,349.93	0
24046	05/03/2016	PRA003	Prairie Wind BG Inc	474.60	0
24047	05/03/2016	PRE001	Premium Waters Inc	16.66	0
24048	05/03/2016	PSD001	PS Garage Doors	88.85	0
24049	05/03/2016	QU1001	Quill Corp	229.73	0
24050	05/03/2016	R&R001	R&R Specialties of Wisconsin Inc	750.71	0
24051	05/03/2016	RDO001	RDO Powerplan OIB	5,806.44	0
24052	05/03/2016	RED008	Red Wing Shoe Store	126.65	0
24053	05/03/2016	REV001	Revolutions Power Sports	161.98	0
24054	05/03/2016	RHO001	Rhomar Industries, Inc.	1,364.21	0
24055	05/03/2016	RMB001	RMB Environmental Lab Inc	43.00	0
24056	05/03/2016	MER001	Sanford Health	205.00	0
24057	05/03/2016	STA003	Star Tribunc	65.00	0
24058	05/03/2016	STE009	Sterling Carpet One	444.44	0
24059	05/03/2016	STO001	Stone's Mobile Radio Inc	47,867.76	0
24060	05/03/2016	STU001	Stuart's Towing	200.00	0
24061	05/03/2016	THU002	Thur-O-Clean	5,258.50	0
24062	05/03/2016	TRU001	True Temp	2,874.50	0
24063	05/03/2016	UNI013	University Station	22.72	0
24064	05/03/2016	UPS001	UPS	18.26	0
24065	05/03/2016	USB005	US Bank Corporate Payment System	10,011.19	0
24066	05/03/2016	USF002	US Foodservice Inc TM	41.63	0
24067	05/03/2016	VAL001	Valley Petroleum Equipment	352.95	0
24068	05/03/2016	VAL002	Valley Truck	490.88	0
24069	05/03/2016	VIL001	Vilandre Heating & A/C	2,058.14	0
24070	05/03/2016	WAT001	Water & Light Department	46,622.99	0
24071	05/03/2016	WID001	Widseth Smith Nolting & Associates	186,554.75	0
24072	05/03/2016	XCE001	Xcel Energy	5,518.92	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
				457,419.24	

Check Total:

457,419.24