

**AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
MARCH 2, 2010
5:00 P.M.**

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."

Presentation of Minnesota Society of Professional Engineering
"Seven Wonders of Engineering Award" – Greg Boppre

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of February 23, 2010.

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.

2. Consider approving the application for a temporary on-sale liquor license for the Sacred Heart Church and School to be held April 17, 2010 at Sacred Heart Social Hall and contract with Liberty Lanes for intoxicating liquor services.
3. Consider approving the application for a Special Event for the Winter Triathlon from 10:00 a.m. to 2:00 p.m. on March 6, 2010.
4. Consider approving the application for a Special Event for the Grand Cities Art Fest on June 12, 2010 from 8:00 a.m. to 8:00 p.m. and June 13, 2010 from 8:00 a.m. to 8:00 p.m. and wave the Transient Merchant License Fee.
5. Consider approving the application for a Taxi Cab License to Yellow Cab, Co, 1010 4th Ave. NW, East Grand Forks, MN 56721.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

6. The minutes of the East Grand Forks Campbell Library Board Meeting for February 23, 2010.

COMMUNICATIONS: NONE.**OLD BUSINESS: NONE.****NEW BUSINESS:**

7. Consider adopting Ordinance No. 310 3rd Series, an Ordinance of the City of East Grand Forks, Minnesota amending City Code Title XI Business Regulations Chapter 117 entitled "(Alcoholic Beverages)" by adding Section 117.70 entitled Caterer's Permit; and by adopting by reference City Code Title I, Chapter 10 and Section 10.99 which, among other things, contain penalty provisions. (2nd Reading)
8. Consider adopting Resolution No. 10-03-25 a Resolution to add a City fees for the Caterers Permit.
9. Consider adopting Resolution No. 10-03-26 a Resolution to reject the governor's supplemental budget cuts to local government aid.
10. Consider adopting Resolution No. 10-03-27 a Resolution to approve the filing of plans and specifications and ordering advertisement for bids for 2010 City Project No. 1 – Curb, Gutter, and Paving – 23rd Street NW, once the City receives MnDot concurrence to advertise for the project based on the Jobs Bill.
11. Consider adopting Resolution No. 10-03-28 a Resolution to support the Mayor's efforts to craft a new agreement with the Minnesota Department of Natural Resources for operational assistance and/or state takeover of lands along the Red River.
12. Consider approving the Towing Service Agreement with Grand Cities Towing and Stuart's Towing and the City of East Grand Forks for a term commencing March 3, 2010 and terminating March 3, 2012.
13. Consider approving the AFSCME Council 65 Labor Agreement from January 1, 2010 through December 31, 2012.

CLAIMS:

14. Consider adopting Resolution No. 10-03-29 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 5570 for a total of \$376.19 whereas Council Member Buckalew is personally interested financially in the contract.
15. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

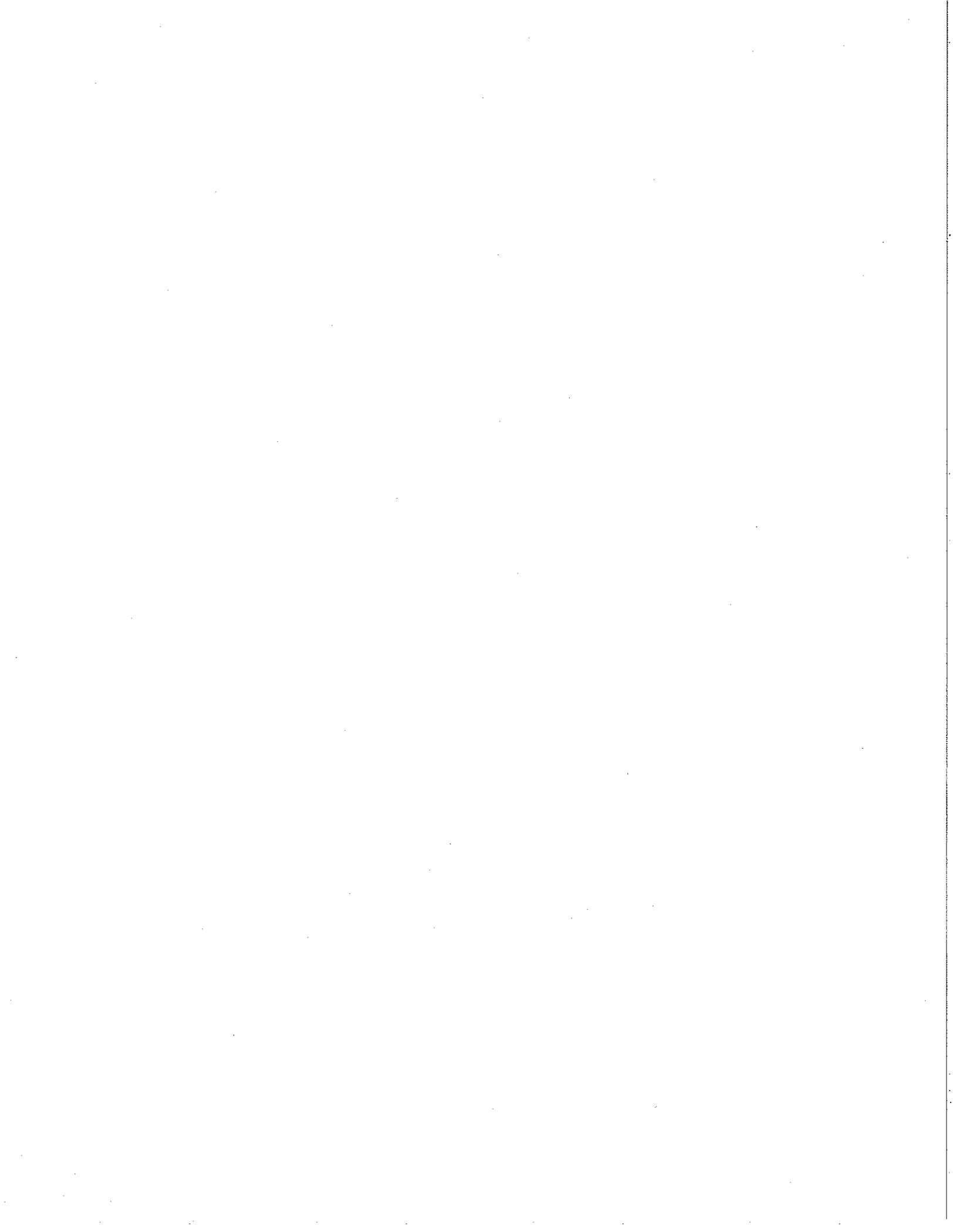
ADJOURN:

Upcoming Meetings:

Work Session – March 9, 2010 – 5:00 PM – Training Room

Regular Meeting – March 16, 2010 – 5:00 PM – Council Chambers

Work Session – March 23, 2010 – 5:00 PM – Training Room



**UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, FEBRUARY 2, 2010 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for February 23, 2010 was called to order by Council President Dick Grassel 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 Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Greg Boppre, City Engineer; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Aeiiso Schrage, Patrol Officer; Kyle Steever; Patrol Officer; and John Wachter, Public Works Superintendent.

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." If you would like to address the City Council, please come up to the podium to do so.

Officer Schrage introduced the new Patrol Officer Kyle Steever to the City Council.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of February 2, 2010.
2. Consider approving the minutes of the "Special Council Meeting" and "Work Session" for the East Grand Forks, Minnesota City Council of February 9, 2010.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS ONE (1) AND TWO (2) AS SUBMITTED.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE.

SCHEDULED PUBLIC HEARINGS: NONE.

CONSENT AGENDA:

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

3. Consider approving the quote to MTI Distributing for the Toro Groundskeeper 4100-D for a total price of \$44,994.82.
4. Consider approving the quote to Polar Chevrolet for the ¾ ton pickup for a total price for \$32,443.60.
5. Consider approving the application for a Parade Permit for the KEM Shrine, 423 Bruce Ave, Grand Forks, ND 58201 on June 5, 2010 from 10:00 A.M. to 11:00 A.M. based on approval from Police Chief and MnDot.
6. Consider approving the application for a temporary on-sale liquor license for the American Legion Post 157 to be held March 11, 2010 at Northland Community and Technical College, East Grand Forks, MN 56721.
7. Consider approving the application for an Exempt Gambling Permit for a raffle and paddlewheels for the East Grand Forks Heritage Foundation to be held April 16, 2010 at the American Legion, 1009 Central Ave. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.
8. Consider approving the application for an Exempt Gambling Permit for a raffle for the East Grand Forks Ducks Unlimited to be held May 1, 2010 at the American Legion, 1009 Central Ave. NW, East Grand Forks, MN 56721 and waive the 30-day waiting period.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE CONSENT MOTIONS NUMBER THREE (3) THROUGH EIGHT (8) AS SUBMITTED.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

9. The minutes of the Water, Light, Power and Building Commission for January 21, 2010.

10. The minutes of the Water, Light, Power and Building Commission for February 4, 2010.

COMMUNICATIONS:

11. Gambling Reports 2009

OLD BUSINESS: NONE.

NEW BUSINESS:

12. Consider adopting Ordinance No. 310 3rd Series, an Ordinance of the City of East Grand Forks, Minnesota amending City Code Title XI Business Regulations Chapter 117 entitled "(Alcoholic Beverages)" by adding Section 117.70 entitled Caterer's Permit; and by adopting by reference City Code Title I, Chapter 10 and Section 10.99 which, among other things, contain penalty provisions. (1st Reading)

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADOPT ORDINANCE NO. 310 3RD SERIES, AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA AMENDING CITY CODE TITLE XI BUSINESS REGULATIONS CHAPTER 117 ENTITLED "(ALCOHOLIC BEVERAGES" BY ADDING SECTION 117.70 ENTITLED CATERER'S PERMIT; AND BY ADOPTING BY REFERENCE CITY CODE TITLE I, CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS. (1ST READING)

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

13. Consider adopting Resolution No. 10-02-19 a Resolution amending the budget to purchase 12 new cylinders, lockers, and drying rack with the 2009 Aid to Firefighters Grant of \$26,000 and approve the Cities share of \$1,300.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 10-02-19 A RESOLUTION AMENDING THE BUDGET TO PURCHASE 12 NEW CYLINDERS, LOCKERS, AND DRYING RACK WITH THE 2009 AID TO FIREFIGHTERS GRANT OF \$26,000 AND APPROVE THE CITIES SHARE OF \$1,300.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

14. Consider adopting Resolution No. 10-02-20 a Resolution in support of the "American Crystal Sugar Freight Road Proposal."

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 10-02-20 A RESOLUTION IN SUPPORT OF THE "AMERICAN CRYSTAL SUGAR FREIGHT ROAD PROPOSAL."

Council Member Tweten stated that supporting this road will increase safety. Council President Grassel announced that this will help with traffic flow during harvest.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

15. Consider adopting Resolution No. 10-02-21 a Resolution designating the Economic Development and Housing Authority to handle the sale of rural property south of City limits.

Mr. Huizenga stated that this motion requires a formal resolution that he provided prior to the Council Meeting.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADOPT RESOLUTION NO. 10-02-21 A RESOLUTION DESIGNATING THE ECONOMIC DEVELOPMENT AND HOUSING AUTHORITY TO HANDLE THE SALE OF RURAL PROPERTY SOUTH OF CITY LIMITS.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

16. Consider approving the request to improve Central Avenue railroad crossing with gate arms and controls for a cost estimate of approximately \$130,000 plus local match of 10%.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE REQUEST TO IMPROVE CENTRAL AVENUE RAILROAD CROSSING WITH GATE ARMS AND CONTROLS FOR A COST ESTIMATE OF APPROXIMATELY \$130,000 PLUS LOCAL MATCH OF 10%.

Council Member Tweten stated that the City Council needs to look at safety and economic issues. He stated that closing the access could have ramifications in changing traffic. Council Member Tweten also informed City Council that property values will decrease with the closure.

Mr. Helms, 613 2nd Ave. NE, stated that he has been living in this area since 1970 and the whistles have not bothered him until now. He stated that being a bus driver and driving that route daily, it is unsafe so he feels that the Central Ave. crossing should be closed.

Mayor Stauss stated that change is hard; however, with the increased development on the south end, additional access across the tracks is important.

Ms Jenkins, 7 3rd St. NE, announced that the whistles are a nuisance but you get used to them. She feels that the sound of the brakes is more bothersome. She stated that she uses this crossing everyday and it will decrease the value of her home even more if this crossing is closed. She would like for the access to remain open.

Mr. Zavoral, Sacred Heart Representative, announced that the Board would like to see the crossing remain open. Council Member Leigh stated that he is going to vote to keep the crossing open because of all the Sacred Heart functions. He announced that all crossings lead to one bridge, but you have multiple openings. He stated that he drives bus occasionally and has no problem making the turn.

Council President Grassel would like to see the crossing remain opening as well. He stated that this crossing is a collector street that leads to the same access but is needed.

Council Member Buckalew informed City Council that he has talked to professional staff and they felt that closing this crossing will not increase the traffic. He stated that we need to look at reducing traffic by the school.

Voting Aye: Leigh, Grassel, Tweten, and Gregoire.

Voting Nay: Pokrzywinski, DeMers, and Buckalew.

17. Consider approving the request to improve Central Avenue and 3rd St. railroad crossings including the closing of Central Avenue.

Motion failed.

CLAIMS:

18. Consider adopting Resolution No. 10-02-22 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 5474 for a total of \$474.00 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-02-22 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 5474 FOR A TOTAL OF \$474.00 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Tweten, and Gregoire.

Voting Nay: None.

Abstain: Buckalew.

19. Consider adopting Resolution No. 10-02-23 a Resolution accepting the donations described above are accepted and shall be used for general operations or other purposes as adopted by the City Council.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADOPT RESOLUTION NO. 10-02-23 A RESOLUTION ACCEPTING THE DONATIONS DESCRIBED ABOVE ARE ACCEPTED AND SHALL BE USED FOR GENERAL OPERATIONS OR OTHER PURPOSES AS ADOPTED BY THE CITY COUNCIL.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

20. Consider adopting Resolution No. 10-02-24 a Resolution accepting the donations for the 125th Anniversary of the City of East Grand Forks.

A MOTION WAS MADE BY COUNCIL MEMBER LEIGH SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 10-02-24 A RESOLUTION ACCEPTING THE DONATIONS FOR THE 125TH ANNIVERSARY OF THE CITY OF EAST GRAND FORKS.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

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

Advanced Business Methods Inc	Copier Contract	\$172.90
Agri-Valley Grand Forks Petroleum	50/50 Dyed Diesel Fuel	\$17,921.25
Albrecht Manufacturing	Pins #118/Zambonie Repair/Pins #174 & #157 Plow	\$988.20
American Tire Service	Tire Tube/Repair Flat	\$36.31
Ameripride Linen & Apparel Services	Cleaning Supplies/Service	\$564.16
Aqua Water Solutions	Water Service	\$27.35
Auto Glass & Aftermarket Inc	Windshield Parts #614	\$237.00
Batteries Plus	Batteries	\$87.12
Ben Meadows	SW Ctrl Ultra Gutterguard/Doc Stge Tube File 43 x 3 1/2	\$1,322.37
Border States Electric Supply	Light Bulbs	\$145.41
Brewitz Billy	Gas Reimb	\$87.00
Brite-Way Window Cleaning	Jan 2010 Window Service Riverwalk Center	\$50.00
Bruce Jay	Clean Demers Building/Cell Phone Reimb	\$138.11
C&R Laundry & Cleaners	Laundry FD & PD	\$448.93
Canon Financial Services	Copier Fees	\$167.10
Cash Donald Scott	Jan 2010 Dial-A-Ride	\$1,828.84
CBCS	Per-Account Charges	\$155.00
Civic Plus	Website Go Live & Training	\$5,526.00
CMI Inc	Intox/PBT Mouthpiece	\$84.92
Cole Papers Inc	Shampoo/Toilet Paper	\$240.82
Corey & Michelle Quirck & American Federal	Deferred Loan Repayment Agreement	\$5,000.00
D&M Distributing	Starter	\$169.73

Dakota TV & Appliance	Dryer Repair	\$309.73
Dave's Snow Removal	Feb Snow Removal	\$180.00
Diamond Cleaning Supply Richard Papenfuss	Urinal Screens/Floor Matt/Toilet Paper	\$256.51
East Side Express	Food EDHA Meeting	\$55.28
Egeland Bobbie	Reimb Gas/Fargo/Crookston/TRF	\$72.38
EGF Building Officials	Housing Registration/65 Units	\$975.00
Explorer Post #38	Squad Cleaning	\$60.00
Flat Plains Services Inc	Sunshine Terrace & RWC Snow Removal	\$1,520.00
G&K Services	Mats	\$132.83
Gaffanays	1099 Tax Forms/Office Supplies	\$32.58
Galstad Randy	Reimb Gas/Hallock/Fargo	\$57.00
Galstad Jensen & McCann PA	Prof Services	\$9,700.25
GF City Utility Billing	Landfill Charges Jan 2010	\$12,173.00
GF Herald	Monthly Dinner & Dance/Mechanic Ad	\$679.77
GF Thur-O-Clean	Bio Cleanup	\$314.21
GF Welding & Machine	Iron #120	\$13.37
GF Winnelson	Toilet Parts	\$58.78
Government Finance Officers Association	2010 Membership Dues	\$60.00
Government Training Services	Conf Registration/Scott Huizenga/2010 MCFOA	\$180.00
Grand Cities Towing	Towing Services	\$490.00
Grand Forks City	Dec 2009 Transit	\$17,254.00
Hajicek Rick	Cleaning 1/18/10 - 2/5/10	\$418.00
Hajicek Rod	Meal Reimb	\$30.00
Hardware Hank	Maint Supplies	\$474.00
Heartland Paper	Cleaner Pad/Squeege/Mop/Bath Tissue/Rug/Lotion	\$713.27
Henke - Alamo Group Company	Push Plow Parts	\$2,142.37
Hugo's	Meal Supplies/Supplies/Finance Charges	\$211.92
Integra Telecom	Long Distance	\$160.61
Keith's Security World	Key/Repair CH Back Door	\$110.68
Kellermeyer Building Service	Monthly Cleaning Services	\$2,671.88
League of MN Cities	1st Qtr Workers Comp/EDHA Work Comp/EDHA Municipality	\$47,723.62
Lucke Gerald	Reimb Conf Fee/Mileage/Meals/Ehlers Finance Seminar	\$669.00
M&W Services	Outdoor Rink/3 Loads	\$180.00
McDonald's of EGF	Prisoner Meals	\$33.75
Merkens Seth	Reimb Meal/St.Paul/Spanish Class	\$40.50
Metropolitan Planning Organization	Dec 2009 Planning & Transit/Local Share	\$9,424.65
Mitch Yoney Snow Removal	10.75 Hrs Snow Removal	\$698.75
MnFIAM Book Sales	Training DVD's	\$106.88
Nan McKay & Associates	PIH Alert & Newsletter Access	\$349.00
Narlock Sanding	Sanding	\$75.00
National Recreation & Park Association	2010 Dues	\$140.00
Nevco Inc	MOdule For Scoreboard	\$949.05
Newman Signs	Sign Rental	\$2,370.00

Northland College	Training/J Boushee	\$25.00
O'Reilly Auto Parts	Bolts For Starter/Wiper Blades/Sea Foam	\$219.95
Olson Chris	Reimb Lunch	\$8.25
Orchard Richard	Motor Oil	\$1,276.00
Peterson Veterinarian Clinic P.C.	Jan 2010 Pound Report	\$384.29
Praxair Distribution	Cylinder Rental	\$18.47
Premium Waters Inc	Water Service	\$40.12
PS Door Services	Remote For Overhead Doors	\$347.76
Quill Corp	Office Supplies/Computer Stand/Pens	\$358.58
Radar Shop	Radar Recertification	\$323.00
Rotary Club of East Grand Forks	First Qtr Dues/J.Richter/Jan-March 2010	\$100.00
Rydell Chevrolet	Starter Bracket	\$13.40
Jim & Julie Scheef	Housing Tax Reimb	\$1,707.66
Schrage Aisso	Reimb Meals/St.Paul/Spanish Class	\$40.50
Schumacher Todd	Reimb Gas/Roseu/TRF	\$65.00
Stengl Matt	Gas Reimb/Bagley	\$32.00
Streichers	Uniforms/Patrol	\$229.72
Sun Dot Communications	DSL Internet Service	\$138.49
The Chamber of EGF/GF	Chamber Dinner	\$460.00
Tony Dorn Inc	Copies	\$165.34
True Temp	Repair 4 RTU's In Hallway RWC	\$839.81
Try-County Refrigeration	New Module & Thermostat	\$656.84
Uniforms Unlimited Inc.	Taser Equip	\$812.35
Wanda L Davis & Gate City Bank	Parcel 83.04190.00	\$5,000.00
Waste Mgmt	Monthly Services	\$28,134.54
Water & Light Department	Monthly Services	\$42,322.05
Whitey's Cafe Inc	Board Meeting	\$72.57
Xerox Corporation	Base Charge & Billable Prints	\$69.91
Zee Medical Service	First Aid Refill	\$46.38
	Total	<u>\$233,574.12</u>

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: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, and Gregoire.

Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss announced that Council Member DeMers, Council President Grassel, Mr. Huizenga and himself had an effective visit in St. Paul during Legislative Action Day. He stated that they will be going down for a follow-up in March.

Council Vice President Tweten informed City Council that they did an excellent job in St. Paul.

Council President Grassel stated that they had excellent meetings in St. Paul and is looking forward to the follow-up visit in March.

Chief Gust announced that on March 1st at 10:00 a.m. at Fire Station #1, the Flood Committee will begin meeting. He stated that the prediction is 70% chance of water reaching 46 feet. Discussion occurred regarding the County residents.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE FEBRUARY 23, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:39 P.M.

Voting Aye: Leigh, Pokrzywinski, DeMers, Grassel, Buckalew, Tweten and Gregoire.

Voting Nay: None.

Scott Huizenga, City Administrator/Clerk-Treasurer





Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
 444 Cedar Street Suite 133, St. Paul MN 55101-5133
 (651) 215-6209 Fax (651) 297-5259 TTY (651) 282-6555
 WWW.DPS.STATE.MN.US



**APPLICATION AND PERMIT
 FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION <u>Sacred Heart Church & School</u>		DATE ORGANIZED <u>1898</u>	TAX EXEMPT NUMBER <u>MN 9046016</u>	
STREET ADDRESS <u>200 Third St NW</u>		CITY <u>East Grand Forks</u>	STATE <u>MN</u>	ZIP CODE <u>56721</u>
NAME OF PERSON MAKING APPLICATION <u>Michelle Kraft</u>		BUSINESS PHONE <u>(218) 773-0877</u>	HOME PHONE <u>(218) 739-2455</u>	
DATES LIQUOR WILL BE SOLD <u>April 17, 2010</u>		TYPE OF ORGANIZATION <input type="checkbox"/> CLUB <input type="checkbox"/> CHARITABLE <input checked="" type="checkbox"/> RELIGIOUS <input type="checkbox"/> OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME <u>Larry Delaney</u>		ADDRESS <u>Same</u>		
ORGANIZATION OFFICER'S NAME <u>Jack Robertson</u>		ADDRESS <u>Same</u>		
ORGANIZATION OFFICER'S NAME <u>Mike Von Rueden</u>		ADDRESS <u>Same</u>		

Location license will be used. If an outdoor area, describe

Sacred Heart Social Hall - 200 Third St NW, EGF

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

Yes -
Liberty Lanes 5th Ave NE East Grand Forks MN

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY East Grand Forks DATE APPROVED _____

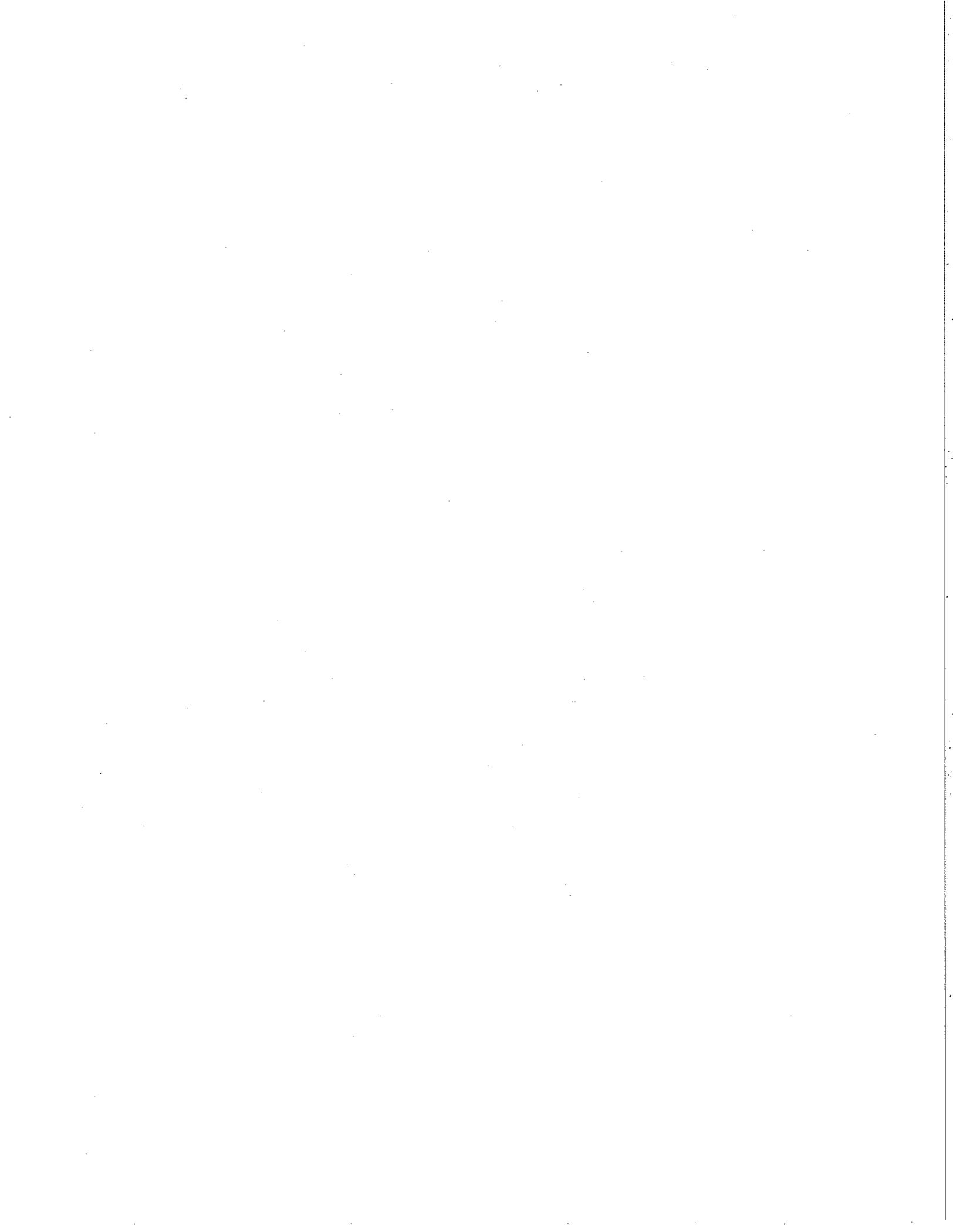
CITY FEE AMOUNT \$100.00 LICENSE DATES _____

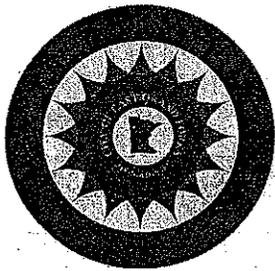
DATE FEE PAID 2-22-10

SIGNATURE CITY CLERK OR COUNTY OFFICIAL _____

APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event





City of East Grand Forks

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

APPLICATION FOR SPECIAL EVENT

License Fee: N/A

Organization Information

YMCA, GGFYP, Yogastackers
Organization Name

701 330 0709
Organization Phone Number

Organization Address

City

State

Zip

Applicant Information

Andrew Magness
Applicant Name

701 330 0709
Applicant Phone Number

2524 8th Ave N
Applicant Address

GF ND 58203
City State Zip

Special Event Information

3-6-2010 10:00 am 2:00 pm
Date of Event Start Time End Time

Winter triathlon. Run portion will cross red river near
lincoln park and utilize trails through woods in
EGF, riverside of the greenway bike path.
Explanation of Event

Route/Area of Event (include map)

None
Special Requests (Staff, Road Closures, Etc)

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

Andy Magness
Signature of Applicant

3/1 2-18-10
Date

Andy Magness
Print Name

Title

City of East Grand Forks Map



Area of use
↓

City of East Grand Forks
Application for Special Event

Internal Use Only

The following items need to be completed and/or attached in order for the application to be processed:

*Application fee paid in full: yes no Payment Type: cash check # N/A Receipt # N/A

*Application completed in full and signed: yes no

*Map of route is provided: yes no

*MnDot (if applicable): approved denied n/a

*Appropriate Staff: approved denied n/a

Notes: _____

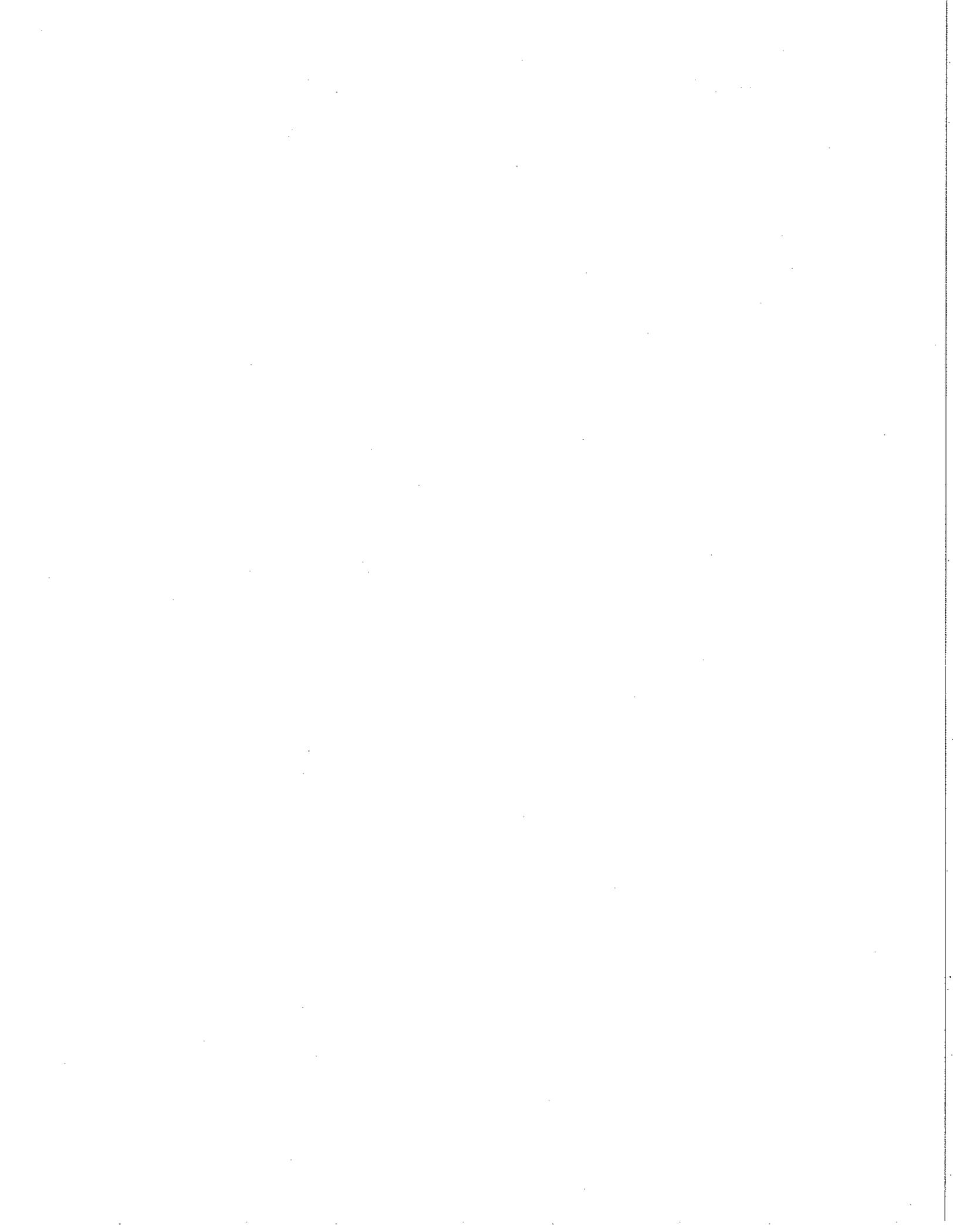
Staff Signature: _____ Date: _____

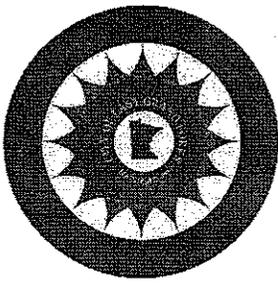
*Council Approval 3/2/10 approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____





City of East Grand Forks

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

APPLICATION FOR SPECIAL EVENT

License Fee: _____

Organization Information		
<u>Grand Cities Art Fest</u> <small>Organization Name</small>	<u>701-772-3710</u> <small>Organization Phone Number</small>	
<u>124 N. 3rd St</u> <small>Organization Address</small>	<u>GF</u> <small>City</small>	<u>ND 58203</u> <small>State Zip</small>

Applicant Information		
<u>Nicole Derenne</u> <small>Applicant Name</small>	<u>701-772-3710</u> <small>Applicant Phone Number</small>	
<u>124 N. 3rd St.</u> <small>Applicant Address</small>	<u>GF</u> <small>City</small>	<u>ND 58203</u> <small>State Zip</small>

Special Event Information		
<u>June 12+13, 2010</u> <small>Date of Event</small>	<u>8 AM</u> <small>Start Time</small>	<u>8 PM</u> <small>End Time</small>
<u>Arts + Crafts Festival including food vendors and music.</u> <small>Explanation of Event</small>		
<u>Cabela's Parking Lot, Public Parking area west of Cabela's and the open area south of Cabela's</u> <small>Route/Area of Event (include map)</small>		
<u>3 Dumpsters, Barricades, Traffic Cones, Water and Electricity hookups,</u> <small>Special Requests (Staff, Road Closures, Etc)</small>		

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

Nicole Derenne
Signature of Applicant

2-25-10
Date

Nicole Derenne
Print Name

Executive Director
Title

City of East Grand Forks
Application for Special Event

Internal Use Only

The following items need to be completed and/or attached in order for the application to be processed:

*Application fee paid in full: yes no Payment Type: cash check # 2516 Receipt # 88217

*Application completed in full and signed: yes no

*Map of route is provided: yes no

*MnDot (if applicable): approved denied n/a

*Appropriate Staff: approved denied n/a

Notes: _____

Staff Signature: _____ Date: _____

*Council Approval ___ / ___ / ___ approved denied

Notes: _____

City Administrator Signature: _____ Date: _____

*License Number _____

City of East Grand Forks Map



NORTH VALLEY ARTS COUNCIL

February 24, 2010

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

Dear Ms. French,

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

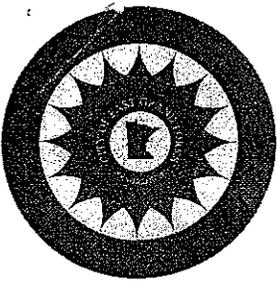
We respectfully request an exemption to the transient merchant license for our 2010 Grand Cities Art Fest artists. This exemption from this requirement for all vendors would apply during the event dates of June 12 & 13, 2010. This exemption would assist NoVAC in its efforts to ensure that all our vendors have a successful show. We do understand that this exemption would not include food vendors and they would be required to apply for a vending license.

We greatly appreciate your consideration of our request. Please contact me at (701) 772-3710 or at info@novac.org if you have any questions.

Sincerely,



Nicole Derenne
Executive Director



City of East Grand Forks

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

APPLICATION FOR TAXI CAB LICENSE

License Fee: 50

Operating Year: 2010

Applicant Information

ALI Dualeh HASSAN
Applicant Name

218-831-2200
Applicant Phone Number

1010 4th AV NW E
Applicant Address

East Grand Forks MN 56721
City State Zip

N/A
Length of time at current address

052-86-1310
Social Security #

36 (yes)
Age Citizenship

Driver
Occupation

9 years
Length of time at stated occupation

Addresses and occupations for the three years preceding the date of application:

AIRPORT TAXI TAXI CAB DRIVER

Names and addresses of applicant's employers, if any, for the 3 years next preceding the date of application:

AIRPORT TAXI

State whether or not applicant has ever been convicted of a felony, gross misdemeanor or misdemeanor, including violation of a municipal ordinance but excluding traffic violations and if so, the date and place of conviction and nature of the offense.

Date:	Place of Conviction	Nature of Offense
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

At least 4 character references if applicant has not resided in the city for 2 years next preceding the date of application:

- 1 Ferhiya A. Abualeh 1010 4th AV NW EGRF-
- 2 Farsh Aywala 2001 Cedar Ave S
- 3- Saleban Farsh 31 Cledd
- 4- Ahmed Farsh 1434 Marshall St NW

City of East Grand Forks
Application for Taxi Cab License

Business Information		
<u>Yellow CAB, CO</u> Business Name	<u>218-831-2200</u> Business Phone Number	
<u>1010 4th AV NW E Grand Forks MN 56721</u> Business Address	<u>GF</u> City	<u>MN 5672</u> State Zip
<u>80-0518622</u> Federal Tax ID #	<u>3590467-2</u> MN Tax ID #	

Corporate Information (if applicable)		
<u>Hoy</u> Corporate Name	<u></u> Phone Number	
<u>1010 4th AV NW E</u> Corporate Address	<u>Grand Forks MN</u> City State	<u>56721</u> Zip

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

Ali Duabel-Hassan
Signature of Applicant
Ali Duabel Hassan
Print Name

1/3/2010
Date
Driver
Title

Mechanical Condition
Before issuing a taxicab license, the applicant shall present to the Council a certificate signed by a competent and experienced mechanic showing that the taxicab conveyance is in good mechanical condition, that it is thoroughly safe for transportation of passengers and that it is in neat and clean condition. A similar certificate may be required from time to time during the licensed period. In lieu of the certificate the Council may accept the report of the Chief of Police relative thereto.
*Provide proper a certificate or report of the Chief of Police: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no

Rates & Hours of Operation
Each applicant shall file with the City Administrator, before a taxicab license is issued or renewed, a schedule of proposed maximum rates to be charged by him or her during the license period for which the application is made. The schedule of proposed maximum rates, hours of operation, or a compromise schedule of rates and hours shall be approved by the Council before granting the license. The schedule, at least 4 inches by 6 inches in size, shall be posted in a conspicuous place in the taxicab in full view of passengers riding therein. Nothing herein shall prevent a taxicab licensee from petitioning the Council for review of the rates during the license period, and the Council may likewise consider the petition and make new rates effective at any time. No taxicab licensee shall charge rates in excess of maximum rates approved by the Council.
*Provide rates & hours of operation: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no

City of East Grand Forks
Application for Taxi Cab License

Insurance Requirement

Before a taxicab license is issued by the Council, and at all times effective during the licensed period, the licensee shall have and maintain public liability and bodily injury insurance in the amount of \$50,000 for any 1 person and \$100,000 for 2 or more persons injured in any 1 accident, as well as \$25,000 property damage insurance. The insurance shall cover all passengers carried by the insured licensee and shall be for public taxicab purposes.

*Provide proper insurance requirement: yes no

Internal Use Only

The following items need to be completed and/or attached in order for the application to be processed:

* Provide proper a certificate or report of the Chief of Police: yes no

*Provide rates & hours of operation: yes no

*Provide proper insurance requirement: yes no

*Application fee paid in full: yes no Payment Type: cash check # _____ Receipt # _____

*Application completed in full and signed: yes no

*Approved yes no License Number _____

~~262200~~

~~262200~~

262200

City of East Grand Forks
Application for Taxi Cab License

Proof of Workers' Compensation Insurance Coverage

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name: _____
(Not the insurance agent)

Policy Number or Self-Insurance Permit Number: _____

Dates of Coverage: _____

(Or)

I am not required to have workers' compensation liability coverage because:

I have no employees covered by the law.

Other (specify)

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS AND WORKERS' COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

Ali Dualeh Hassan
Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2010

PRODUCER Midwest Insurance Group, Inc. 9975 Valley View Road Eden Prairie, MN 55344	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ali Dualeh Hassan dba: Yellow Cab Co. 1010 - 4th Ave NW East Grand Forks, MN 56721	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: ULICO CASUALTY CO.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Eg. Occur/Occur) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Commercial Auto	10UCC1494	3/01/2010	3/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 50,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 25,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

#1 Yellow Cab Co. 2005 Ford Freestar Vin#2FMDA51675BA72328

CERTIFICATE HOLDER

City of East Grand Forks
 600 Demers Ave NW
 PO Box 373
 East Grand Forks, MN 56721-0373

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bob Parrott

#: 1016379

97634

LITHIA
AMERICA'S CAR & TRUCK STORE

INVOICE

LITHIA FORD LINCOLN MERCURY
OF GRAND FORKS #176

2273 32nd AVENUE S · GRAND FORKS, ND 58201
PHONE: (701) 746-6411 · FAX: (701) 787-8912

ALI DUALEH
1434 MARSHALL ST NE
MINNEAPOLIS, MN 55413-4571
HOME: 612-242-7901 CONT: N/A
BUS: CELL:

PAGE 1

SERVICE ADVISOR: 83725 DORIAN BECK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
TAN	05	FORD WINDSTAR	2FMDA51675BA72328	WT	114441/114441	JTJETA	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN05 IS			19:00 04DEC09		100.17	CASH	04DEC09
R.O OPENED	READY	OPTIONS: ENG:3.9_Liter_EFI					
14:37 04DEC09	15:10 04DEC09						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A PERFORM LUBE,OIL AND FILTER SPECIAL AND A COMPLETE VEHICLE INSPECTION.							
LOFSP PERFORM LUBE,OIL AND FILTER SPECIAL AND A COMPLETE VEHICLE INSPECTION.							
				93540	CFX	8.95	8.95
				5	5W20 Q-STATE	2.60	13.00
				1	PO19 PERFORMAX OIL FILTER	6.00	6.00
PARTS:				19.00	LABOR:	8.95	OTHER: 0.00
						TOTAL LINE A:	27.95

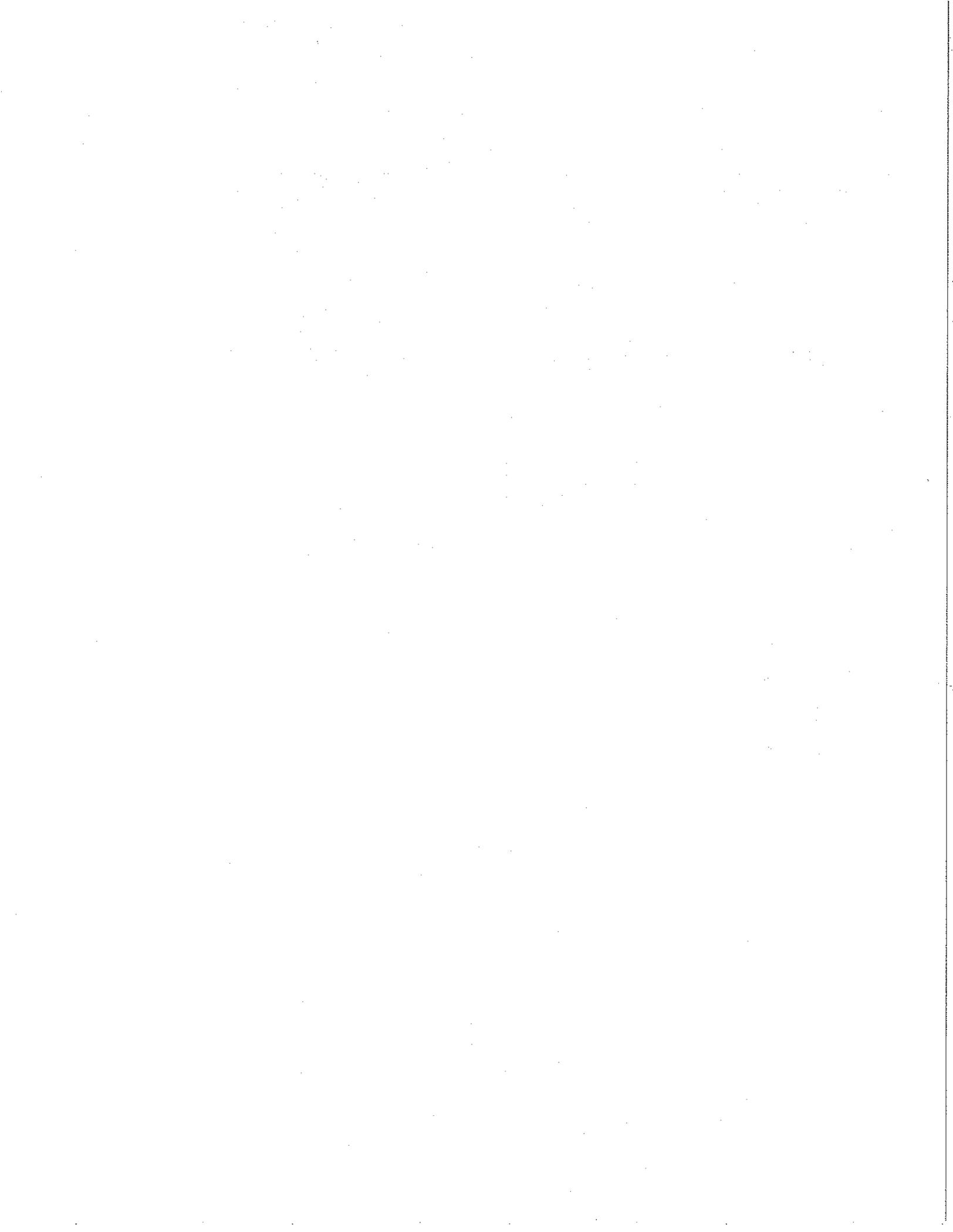
B FREE MULTI-POINT INSPECTION							
99P FREE MULTI-POINT INSPECTION							
				93540	CFX	0.00	0.00
PARTS:				0.00	LABOR:	0.00	OTHER: 0.00
						TOTAL LINE B:	0.00

C** INSTALL EXTERIOR BULBS							
BLB INSTALL EXTERIOR BULBS							
				83814	CFX	6.00	6.00
				2	C2AZ*13466*C BULB	0.96	1.92
PARTS:				1.92	LABOR:	6.00	OTHER: 0.00
						TOTAL LINE C:	7.92

YOU MAY RECEIVE A SATISFACTION SURVEY BY MAIL OR PHONE. IF YOU'RE UNABLE TO ANSWER COMPLETELY SATISFIED TO ALL THE QUESTIONS, PLEASE CONTACT OUR SERVICE MANAGER RON KAISER. YOUR SATISFACTION IS OUR #1 GOAL! THANK YOU FOR COMING TO LITHIA FORD!! OUR PARTS AND SERVICE DEPT. ARE OPEN SATURDAY

"I acknowledge notice and oral approval of an increase in the original estimated price. Signature or initials"	ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	DESCRIPTION	TOTALS
	STATEMENT OF DISCLAIMER AND ARBITRATION AGREEMENT The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Any dispute between customer and the dealership arising from or related to this vehicle or this transaction will be settled by mandatory and binding arbitration pursuant to the Federal Arbitration Act 9 U.S.C § 1 et. seg. The arbitration shall be conducted by a single arbitrator. The arbitrator may grant whatever relief the parties may be entitled to at law or in equity.	LABOR AMOUNT	14.95
CUSTOMER SIGNATURE	[SIGNED] DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	PARTS AMOUNT	20.92
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.67
		TOTAL CHARGES	36.54
		LESS INS/DED/DIS	0.00
		SALES TAX	1.41
		PLEASE PAY THIS AMOUNT	37.95

CUSTOMER COPY



6

Board of the East Grand Forks Campbell Library
Minutes from February 23, 2019 meeting

Present: Mike Pokrzywinski, Mary Gail Homstad, Sharon Budge, Kay Buckalew, Judi Loer, Pat Jacklitch, Charlotte Helgeson and Scott Huizenga

Absent: Gary Christianson

- I. Motion to accept minutes was made by Pokrzywinski with a second by Jacklitch. Passed.
- II. Bills were reviewed with a motion by Budge and second by Loer to approve. Passed. A to-date listing of the Knight grant expenditures was included in the bill listing.
- III. Old Business
 - A. A motion to approve the updated Internet Policy including the requirement of a picture ID for usage was made by Jacklitch with a second by Loer. Passed
 - B. A motion was made by Jacklitch to approve Evaluation Policy without a reference to a specific form. A second was made by Homstad. Passed.
 - C. After a discussion, a motion was made by Buckalew with a second by Budge to approve the following mission statement: *The mission of the East Grand Forks Campbell Library is to provide public library service on a fair and equitable basis to all individuals and groups in our service area.* Passed. The by-laws will be reviewed by sections with a possible longer meeting scheduled.
 - D. Helgeson will work with the city inspector and contractors to review any remaining unchallenged causes of the condensation in the meeting room before spring.
- IV. New Business
 - A. Northern Exposure Juried Photo Exhibit with presenter Photographer Doug Ohman will be held on Monday, March 1st from 5:30-7:30. Photography and poetry awards will be given out that evening. Ohman is sponsored in part by the NW Arts Council.
 - B. German and Ukraine Heritage Festival will be held Monday, March 15th from 5:30-7:30 with Fr. Sherman and his new book, local author Ron Vossler doing 4 readings, Sue Oulette demonstrating the painting of Ukrainian eggs, a representative from the Forest River Colony and a buffet put on by the Germans from Russia Club and Betty Bender.

C. Dial-a-story is up and running with the initial 4 recorded stories to be found at 218-399-3435. On March 8 an archiving will begin as more stories are recorded.

D. On March 20th and 21st a bookfair will be held at Barnes & Noble/BDalton for the library. If a voucher received from our library or off our website is presented at the time of purchase, a portion of the proceeds will go to the library. A wish list is also at the bookstore to choose from for a director purchase for the library.

The next meeting will be held Tuesday March 30th at 7 a.m. in the East Grand Forks Campbell Library.

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE TITLE XI BUSINESS REGULATIONS CHAPTER 117 ENTITLED "(ALCOHOLIC BEVERAGES)" BY ADDING SECTION 117.70 ENTITLED CATERER'S PERMIT; AND BY ADOPTING BY REFERENCE CITY CODE TITLE I, CHAPTER 10 AND SECTION 10.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS.

WHEREAS, the City of East Grand Forks monitors on-sale intoxicating liquor licenses and catering permits issued to businesses located within the City of East Grand Forks, and

WHEREAS, the City of East Grand Forks has been made aware that businesses with on-sale intoxicating liquor licenses with caterer's permits who are located outside the City are authorized under Minnesota Statutes to sell liquor at social events in locations other than their licensed premise, and

WHEREAS, the City of East Grand Forks believes that, for public safety purposes, it is a fundamental duty that the City be aware of and monitor all locations within the City where liquor is sold;

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. Title XI, Chapter 117 of the City of East Grand Forks' Ordinances entitled "Alcoholic Beverages" shall be amended by adding a new Section, Caterer's Permit which shall read as follows:

- 117.70** **Illegal Sale.** It shall be unlawful for the holder of a Caterer's Permit to sell alcoholic beverages off the holder's licensed premises in the City of East Grand Forks, except as an incidental part of the service of prepared meals at an event sponsored by a person with whom the holder has contracted for such prepared meal service.
- 117.71** **Illegal Interest.** It shall be unlawful for the person who has contracted with the holder for prepared meal service to have any legal, equitable or pecuniary interest in the holder, or the holder's compensation from the catered event.
- 117.72** **Information Required.** Except for holders who also hold an on-sale intoxicating liquor license issued by the City of East Grand Forks, it is unlawful for any person holding a Caterer's Permit to sell or otherwise provide alcohol to any individual or group located within the corporate boundaries of the City of East Grand Forks unless said person has first provided the Police Chief for the City of East Grand Forks with the

following:

1. A copy of their valid caterer's permit as issued by the State of Minnesota, and
2. A copy of their valid on-sale liquor license as issued by the city where their primary on-sale liquor premises is located, and
3. A copy of their dram shop insurance policy clearly indicating that dram shop coverage is currently in force, and
4. A completed caterer's permit application form, and
5. Payment of an application fee as set by resolution by the City Council of East Grand Forks.

117.73 Aiding and Abetting. It is unlawful for any person to intentionally aid, advise, hire, counsel, or conspire with or otherwise procure another to commit the prohibited act.

117.74 Enforcement. This ordinance shall be enforced by any duly licensed law enforcement officer.

117.75 Severability. If any section, subsection, sentence, clause, phrase, word, or other portion of this ordinance is, for any reason, held to be unconstitutional or invalid, in whole, or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

117.76 Penalty. Any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided in §10.99.

Section 2: Effective Date. This ordinance shall take effect upon its summary publication in the City's official newspaper. Said publication shall read as follows:

Ordinance # _____ amends East Grand Forks City Ordinances by adding a new Section outlining the requirements for a person with a State issued caterer's license to sell alcohol within the corporate boundaries of the City of East Grand Forks. A complete copy of the ordinance is available for review or purchase at East Grand Forks City Hall.

Section 3. City Code Title I entitled "General Provisions" Applicable to Entire City Code Including "General Penalty Section 10.99" are hereby adopted in their entirety, by reference, as though repeated verbatim herein.

Section 4. This ordinance shall take effect and be in force from and after its passage and publication as indicated in Section 2 above, and be given the Number _____, 3rd Series.

VOTING AYE: _____
VOTING NAY: _____
ABSENT: _____

The President declared the Ordinance passed.

ATTEST:

PASSED: _____, 2010

City Administrator

President of Council

I hereby approve the foregoing Ordinance this _____ day of _____, 2010

Application to Conduct Business as Allowed by a Caterer's Permit,
Issued in Accordance with Minnesota Statutes 340A.404 Subdivision 12

Full legal name of the business associated with the Caterer's Permit:

Physical address of business for which the associated on-sale license is issued:

Business Telephone number: _____

Home or Cell telephone number: _____

The name(s) of the person(s) for whom the licensee will be providing catering services:

The home address of the person(s) for whom the licensee will be providing catering services:

The telephone number(s) of person(s) for whom the licensee will be providing catering services:

The location and address of the location where the catered event will take place:

State the intended/requested start date and time of the event:

____ / ____ / ____ : ____

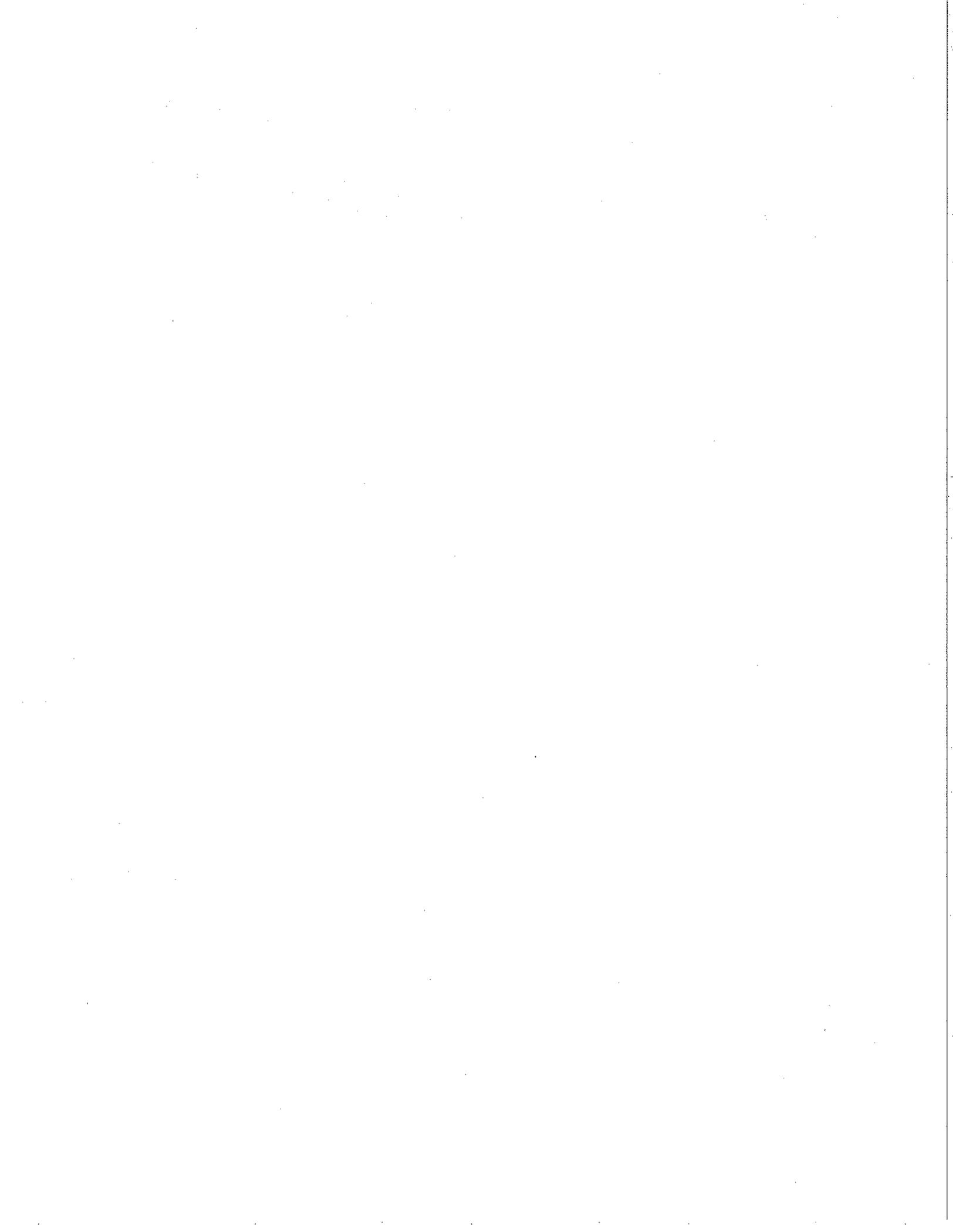
State the intended/requested end date and time of the event:

____ / ____ / ____ : ____

Applicant and his/her associates in this application will strictly comply with all the laws of the State of Minnesota governing the taxation and sale of intoxicating liquor; the rules and regulations promulgated by the Liquor Control Commissioner; and all ordinances of the municipality. I hereby certify that I have read and understand every question in this application and attachment forms, and that the answer to every question is true of my own knowledge, information, and belief. I further understand that the giving of false information in this application, and/or the failure to give required pertinent information constitutes cause for the immediate revocation of the permit issued hereunder.

Signature of Applicant

Date



RESOLUTION NO. 10 – 03 - 25

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

WHEREAS, the City of East Grand Forks, Minnesota, desires to add a City fee for the Caterers Permit;

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fee in the right hand column are hereby approved and adopted, to be effective once Ordinance 310-3rd Series is in effect;

Fee	Current	Proposed
Caterers License	\$0	\$200.00 per day

Voting Aye:

Voting Nay: None.

The President declared the resolution passed.

Passed: March 2, 2010

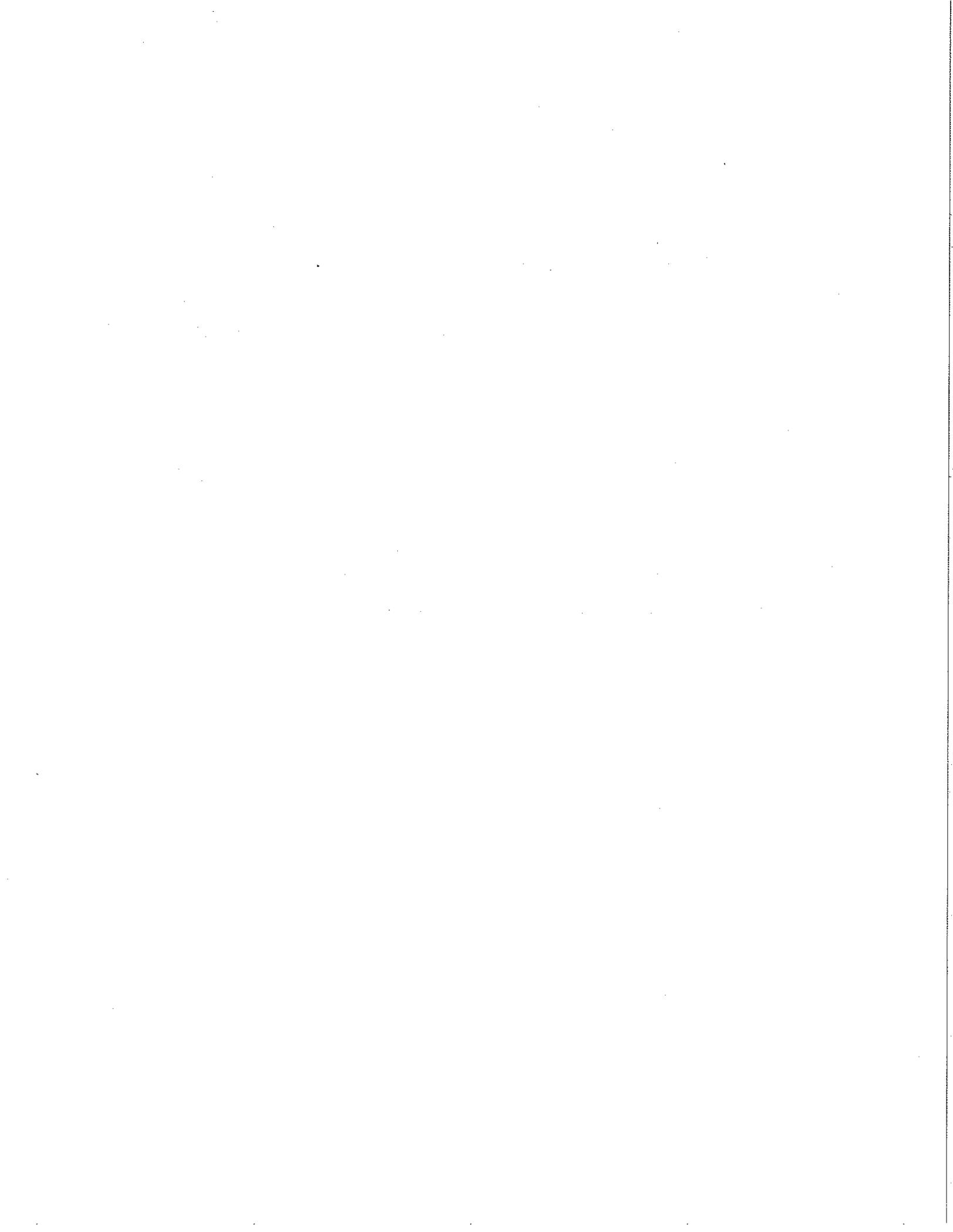
Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd day of March, 2010.

Mayor



RESOLUTION NO. 10 – 03 - 26

**RESOLUTION ON THE GOVERNOR'S
SUPPLEMENTAL BUDGET CUTS TO LGA PAYMENT**

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

WHEREAS, The December 2009 State Budget Forecast predicts a budget deficit of \$1.2 billion for the current biennium; and

WHEREAS, Governor Pawlenty unalloted scheduled local government aid (LGA) in 2008, 2009 and 2010 to address state budget deficits; and

WHEREAS, These unallotments to the LGA program totaled \$201 million; and

WHEREAS, LGA represents only 2.9% of the state 2010-11 general fund budget, but has accounted for 16% of the governor's unallotments; and

WHEREAS, these programs are critical to restraining property taxes and providing for essential city services such as police, fire, snow plowing, libraries, parks, sewer and water infrastructure, and other services that make our community a vital and desirable place to live and work; and

WHEREAS, the City of East Grand Forks has been unalloted state aid in the amounts of \$220,154 in 2008, and \$173,338 in 2009, and \$420,019 in 2010; and

WHEREAS, the 2010 LGA total appropriation will be reduced by over 40% from the certified amount under the Governor Pawlenty's supplemental budget for 2010-2011; and

WHEREAS, the City of East Grand Forks' 2010 LGA would be reduced by \$464,955 under the Governor Pawlenty's supplemental budget for 2010-2011; and

NOW BE IT THEREFORE RESOLVED THAT, the City Council of the City of East Grand Forks urges the legislature to reject the governor's supplemental budget LGA cuts for 2010; and

BE IT FURTHER RESOLVED THAT, upon passage, this resolution shall be forwarded to Governor Tim Pawlenty, Speaker Margaret Anderson Kelliher, House Minority leader Kurt Zellers, Senate Majority Leader Larry Pogemiller, Senate Minority Leader David Senjem, and to the members of the state legislature representing the City of East Grand Forks.

Voting Aye: Pokrzywinski, DeMers, Grassel, Buckalew, Tweten, Gregoire, and Leigh.

Voting Nay: None.

The President declared the resolution passed.

Passed: March 2, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd day of March, 2010.

Mayor

CGMC Resolution on LGA Unallotments & Gov's Budget

	2008 LGA Unallotment	2009 LGA Unallotment	2010 LGA Unallotment	Additional 2010 LGA Reduction under Gov's Feb. Budget
State Total	-53,509,808	-44,619,614	-102,383,984	-118,113,539

Coalition of Greater Minnesota Cities

Albert Lea	-400,139	-337,473	-778,679	-853,655
Alexandria	-226,358	-206,691	-476,915	-536,018
Austin	-452,110	-380,012	-876,833	-970,786
Babbitt	-65,096	-35,156	-87,890	-145,563
Bagley	-36,676	-27,434	-68,585	-75,887
Bemidji	-241,303	-210,493	-485,688	-581,323
Benson	-75,232	-67,245	-155,160	-183,819
Brainerd	-317,224	-269,942	-622,858	-683,057
Breckenridge	-77,216	-64,407	-148,612	-169,101
Cannon Falls	-118,666	-90,332	-225,830	-245,027
Cloquet	-230,683	-194,655	-449,144	-405,538
Crookston	-192,916	-166,995	-385,321	-409,454
Detroit Lakes	-142,581	-122,977	-283,755	-334,194
Dodge Center	-74,274	-56,474	-141,185	-153,196
East Grand Forks	-220,154	-173,338	-420,019	-464,955
Elbow Lake	-45,447	-27,148	-67,870	-90,252
Ely	-133,480	-77,902	-194,755	-297,265
Eveleth	-152,206	-79,574	-198,935	-330,689
Faribault	-453,214	-392,052	-904,613	-975,930
Fergus Falls	-320,315	-272,597	-628,984	-675,313
Gilbert	-67,564	-38,808	-97,020	-153,499
Glencoe	-123,188	-106,215	-245,078	-275,048
Glenwood	-69,599	-56,821	-131,107	-142,306
Goodview	-58,028	-49,905	-115,149	-37,598
Grand Marais	-37,949	-31,108	-73,647	-79,358
Grand Rapids	-238,562	-196,372	-483,104	-519,935
Granite Falls	-79,007	-66,902	-155,872	-176,762
Hawley	-33,286	-31,986	-73,804	-83,586
Hibbing	-608,760	-355,740	-889,350	-1,319,123
Hinckley	-28,245	-23,828	-54,980	-62,825
Hoyt Lakes	-82,927	-40,590	-101,475	-183,999
Hutchinson	-317,672	-272,165	-627,987	-701,271
International Falls	-222,672	-138,226	-345,565	-498,028
Janesville	-53,391	-48,375	-111,620	-121,454
La Crescent	-101,050	-83,924	-193,645	-207,304
Le Sueur	-102,230	-89,216	-205,856	-220,387
Litchfield	-160,266	-133,831	-308,800	-337,538
Luverne	-90,247	-76,933	-177,515	-205,240
Mankato	-776,254	-671,236	-1,548,796	-1,715,693

Source: MN Dept. of Revenue Data

Prepared by Flaherty and Hood, P.A. for the Coalition of Greater Minnesota Cities, 2/18/2010.

	2008 LGA Unallotment	2009 LGA Unallotment	2010 LGA Unallotment	Additional 2010 LGA Reduction under Gov's Feb. Budget
Marshall	-278,136	-232,820	-537,205	-596,741
Melrose	-79,268	-66,898	-154,359	-165,997
Moorhead	-560,516	-488,720	-1,127,662	-1,253,493
Morris	-127,929	-113,306	-261,440	-292,181
Mountain Iron	-125,835	-61,952	-154,880	-287,519
New Ulm	-383,862	-298,496	-746,240	-825,964
North Mankato	-259,110	-215,270	-496,709	-544,078
Olivia	-64,142	-54,292	-125,272	-143,091
Ortonville	-52,827	-42,504	-103,476	-115,085
Owatonna	-534,970	-453,956	-1,047,448	-1,112,911
Park Rapids	-86,085	-74,778	-172,541	-201,495
Perham	-64,287	-53,808	-124,155	-138,147
Plainview	-73,137	-61,241	-141,307	-178,013
Princeton	-114,052	-95,693	-220,800	-239,862
Red Wing	-568,816	-359,436	-898,590	-619,586
Redwood Falls	-129,343	-111,005	-256,130	-274,307
Renville	-46,112	-27,852	-69,630	-94,819
Rochester	-1,940,961	-1,671,846	-3,857,582	-4,342,839
Roseau	-68,268	-57,051	-131,637	-142,769
Rushford	-47,909	-39,094	-97,112	-113,298
Sartell	0	-160,258	-369,775	-3,554
St. Charles	-60,948	0	-118,574	-136,411
St. James	-89,812	-76,714	-177,008	-193,526
St. Peter	-180,559	-153,841	-354,970	-407,219
Staples	-67,856	-58,216	-134,326	-147,958
Thief River Falls	-166,246	-141,368	-326,190	-353,053
Tracy	-72,708	-47,366	-118,415	-156,940
Virginia	-339,610	-192,104	-480,260	-736,645
Wadena	-81,239	-68,538	-158,142	-174,544
Waite Park	-55,136	-148,038	-228,590	0
Warren	-32,218	-30,039	-69,311	-78,486
Warroad	-52,790	-37,884	-94,710	-126,542
Waseca	-229,693	-204,215	-471,202	-504,326
Willmar	-316,537	-269,043	-620,784	-680,594
Windom	-110,120	-94,753	-218,631	-243,582
Winona	-639,170	-531,230	-1,225,750	-1,354,275
Worthington	-228,900	-190,212	-438,891	-474,474
CGMC Total	-15,555,294	-12,748,915	-29,871,705	-33,076,300



Coalition of Greater Minnesota Cities

CGMC in Brief

February 18, 2010

Contact: Tim Flaherty
651-225-8840

Call-to-action: Members asked to lobby for CGMC LGA bill

Earlier this week, the governor announced his supplemental budget proposal, which cuts LGA in 2010 by another \$118 million on top of the \$102 million already unallotted for 2010. If these proposed cuts were passed in the legislature, the total LGA reduction for 2010 would be over 40%. Clearly, these cuts would have devastating effects if passed, especially because they would occur in the middle of the city budget year. Many cities would have to take desperate actions that may not be reversible in the near future considering the economic condition of the state. This should be deeply troubling to all city officials, residents, and the legislators who represent them at the Capitol.

To protect LGA from deep cuts and provide financial stability for cities, CGMC has created the **Minnesota Communities Stabilization Act**. This bill would limit the 2010 LGA cuts to the 2009 level and prevent further unallotment of the 2010 LGA payment, thereby keeping city budgets intact for the remainder of the budget year. To accomplish this savings, the bill raises \$60 million in new revenues through an expanded sales tax on non-essential personal care services—such as tattoos, body piercings, facials, and manicures—and on digital downloads such as iTunes and OnDemand movies (CDs and DVDs are taxed if purchased in a store). Please note that the expanded sales tax would **not** apply to haircuts. Attached is a handout and talking points on the bill. This is a moderate, common sense approach to generate new revenue for the state that will protect essential city services.

For the bill to gain steam, we need all CGMC cities to meet with their legislators—particularly their representatives—as soon as possible and ask them to do the following:

1. Reject the governor's supplemental budget cuts of LGA for 2010
2. Sign on to the Minnesota Communities Stabilization Act as a co-author (talking points and a handout on the bill are attached)

The CGMC Board of Directors also approved the attached **resolution for your city to pass in opposition of the governor's proposed cuts to LGA**. This resolution can be adapted with your city's LGA 2008-2010 unallotment information, which can be found in the attached spreadsheet.

Please make every effort to complete these tasks. We need to make a strong push now to protect LGA and set the tone for the rest of the session. If you have any questions, please contact Tim Flaherty at tpflaherty@flaherty-hood.com.



Legislative Action Day sheds light on challenging session

CGMC members from across the state gathered in St. Paul yesterday for a day of strategy development, lobbying, and socializing at our annual Legislative Action Day. CGMC staff would like to thank members who made the trip to the Twin Cities, and would like to provide a brief recap of events for those of you who were unable to attend.

The day began with a CGMC Board of Directors meeting, at which members approved a draft resolution for city councils to pass in opposition of the governor's proposed supplemental budget, which would cut LGA by \$118 million in 2010. A copy of this resolution and a spreadsheet of information you may need to complete it are both attached.

Following the Board meeting, Tim Flaherty provided an update on our lobbying efforts to the full membership. For the time being, our LGA strategy will revolve around gaining support for the Minnesota Communities Stabilization Act, which is described in further detail on page 1. Senior Policy Analyst Steve Peterson also provided information on the governor's proposed \$118 million cut to LGA, which if passed and combined with the previous 2010 unallotment would amount to over a 40% cut to the program in 2010. The governor's proposal would also make levy limits permanent with the added stipulation that a city could levy back only \$0.50 of every \$1 cut in state aid. To view Tim and Steve's presentation slides, please visit www.greatermncities.org/lga-property-tax-relief.

After CGMC members returned from meetings with their legislators at the Capitol, the legislative leadership joined us for a panel discussion on key issues. Speaker Margaret Anderson Kelliher (DFL-Minneapolis), House Minority Leader Kurt Zellers (R-Maple Grove), and Senate Minority Leader Dave Senjem (R-Rochester) all made it, while Senate Majority Leader Larry Pogemiller (DFL-Minneapolis) was unable to attend and sent Sen. Rod Skoe (DFL-Clearbrook), chair of the Senate Property Tax Division, in his place.

On solving the state budget deficit, both Speaker Kelliher and Sen. Skoe said that the state has and will continue to have budget problems if it doesn't put revenue on the table along with cuts, while Rep. Zellers contended that the state needs to pursue zero-based budgeting, health and human services reductions, and retirement reform. Regarding CGMC's Minnesota Communities Stabilization Act, panel members acknowledged the bill as a creative solution, but Sen. Senjem and Rep. Zellers see little chance of the governor signing it. Speaker Kelliher and Sen. Skoe characterized CGMC's bill as the kind of new ideas the state needs to pursue. Speaker Kelliher pointed to the bill's taxation of non-essential personal care services as a way to make taxation fairer. On the topic of holding K-12 education harmless from cuts, Sen. Senjem and Speaker Kelliher believe that there is a need to prioritize K-12 funding, while Sen. Skoe said it's difficult to protect such a large part of the budget from reductions and Rep. Zellers added that cuts could be made in K-12 bureaucracy that would not affect the classroom.

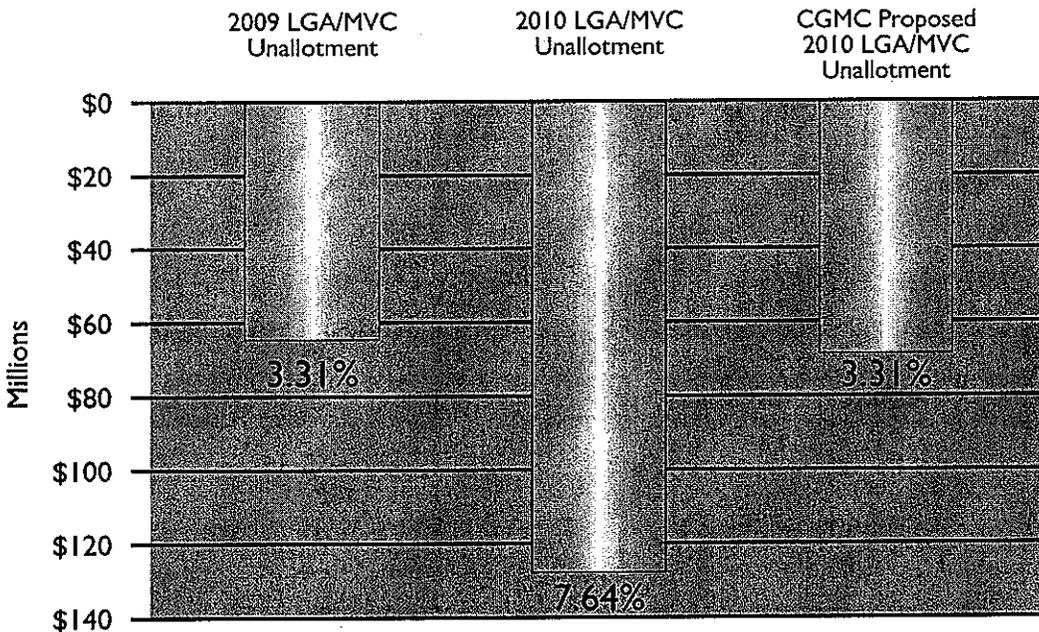
Following the leadership panel, members gathered at Mancini's Char House for dinner with their legislators. St. Paul Mayor Chris Coleman also provided opening comments on the importance of maintaining strong cities.



Limit 2010 LGA Cuts to the 2009 level

Support the Minnesota Community Stabilization Act to reduce the 2010 LGA/MVC (FY2011) unallotments to the 2009 level by expanding the sales tax to personal care, tattoos, body piercing, and digital downloads

The 2010 unallotment can be up to 7.64% of a city's levy plus aid, while the 2009 unallotment was 3.31% of a city's levy plus aid. Because of the profound effect the proposed 2010 unallotment will have on Minnesota's communities, **CGMC supports limiting the 2010 unallotment to the 2009 level.** Outlined in the Minnesota Community Stabilization Act, this approach requires \$60 million, which can be generated by expanding the state sales tax to personal care, such as facials, manicures, tattoos, and body piercings, and digital downloads. This bill will not add to the state's current deficit. The bill also prevents any further unallotment of 2010 (FY 2011) LGA/MVC payments.



► Raising taxes fairly across the state is better than further cutting LGA

Nobody likes to pay taxes, but it is better to raise state taxes in a fair manner rather than continually cut LGA, which hurts some communities harder than others. Residents and businesses across the state should have access to quality city services at a fair property tax rate. As LGA is reduced, the location of a business or resident in the state matters more and more.

► The 2010 unallotment disproportionately impacts greater Minnesota cities

In FY 2010/2011, LGA is 2.9% of the state's general fund budget, but makes up 16% of the unallotment (not including the school payment shifts). LGA is designed to aid cities with the lowest tax bases and the cities with the highest needs, which are disproportionately in greater Minnesota. In fact, 65% of LGA goes to greater Minnesota cities; therefore, when aid to cities is reduced, rural Minnesota and tax fairness are harmed the most.

Impact of LGA Unallotments

Service Cuts & Workforce Reductions

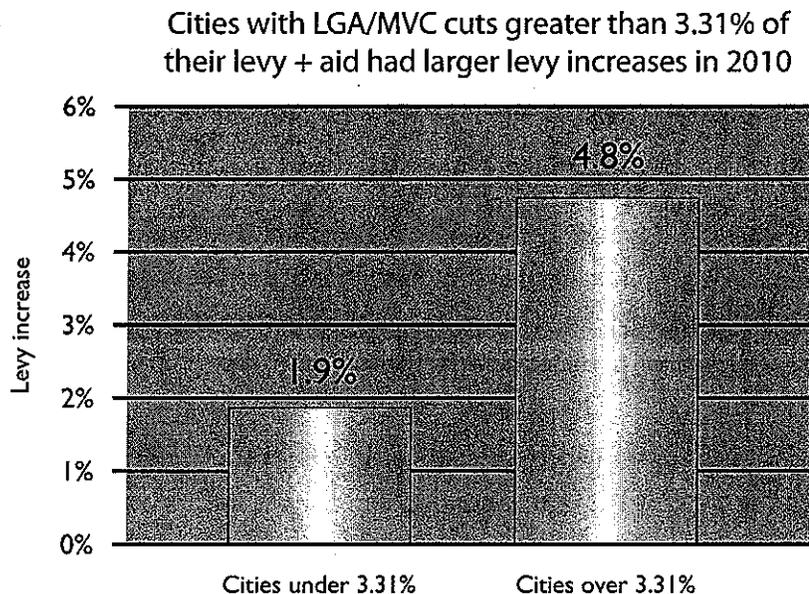
Total 2010 levy increases for all cities over 1,000 was \$69 million. Cities have lost \$259 million in LGA and MVC cuts since the last time they could raise their levies.*

CGMC member cities are reducing expenditures. A survey of CGMC cities shows:

- Members surveyed cut their expenditures by an average of 2%
- 69% of cities eliminated a total of over 188 positions including 42 in public safety
- 69% delayed needed capital equipment purchases
- 66% of cities have or are attempting to negotiate wage freezes with union employees
- 65% of cities reduced their street maintenance
- 30% reduced snow removal
- 27% reduced library hours

Uneven Revenue Increases

Cities over 1,000 increased their levies by an average of 4.1%. The size of the 2010 LGA/MVC unallotment affected levy increases. Cities with an unallotment of less than 3.31% of their levy plus aid increased their levy by an average of 1.9%. Cities with an unallotment of over 3.31% increased their levy by an average of 4.8%.



*Source: Property tax data from the MN Dept. of Revenue. Data does not include cities in Murray County. The CGMC Survey was given to 76 cities member cities outside the metro area with 58 cities responding.

MINNESOTA COMMUNITY STABILIZATION ACT

LGA cuts result in service cuts, property tax increases

- A survey of the Coalition of Greater Minnesota Cities shows they are doing all they can to make up for LGA cuts including:
 - **Service cuts:** 65% cut street maintenance, 48% cut park and recreation, 40% cut public safety, 30% cut snow removal
 - **Spending cuts:** 98% cut expenditures, primarily by delaying capital equipment purchases and capital improvement projects
 - **Frozen wages and benefits:** 55% imposed wage freezes on non-union workers; 66% are trying to negotiate wage freezes with union personnel
 - **Reduction in personnel:** The cities averaged 3.25 cuts per city, or 188 positions in total
 - **Increased revenues:** The cities averaged a 5% increase in property taxes; 60% added new or higher fees
 - **Reserves and cash flow:** 74% of cities reduced their fund balances to off-set the LGA loss, 9% have inadequate fund balances, 3.5% of cities have used short-term borrowing
- **Tell your story!**

LGA cuts disproportionate, unfair to greater Minnesota

- LGA is only 2.9% of the state budget but accounted for 16% of the unallotment
- Due to lower property wealth, greater Minnesota receives 65% of the LGA
- Because greater Minnesota is more dependent on LGA, the impact of cuts is worse

The MN Community Stabilization Act will limit unallotment

- The bill—advocated by CGMC—will:
 - Limit the 2010 unallotment of 7.6% of levy plus aid to the 2009 amount of 3.3%
 - Prohibit any further unallotment of LGA
- The bill will provide long-term property tax relief

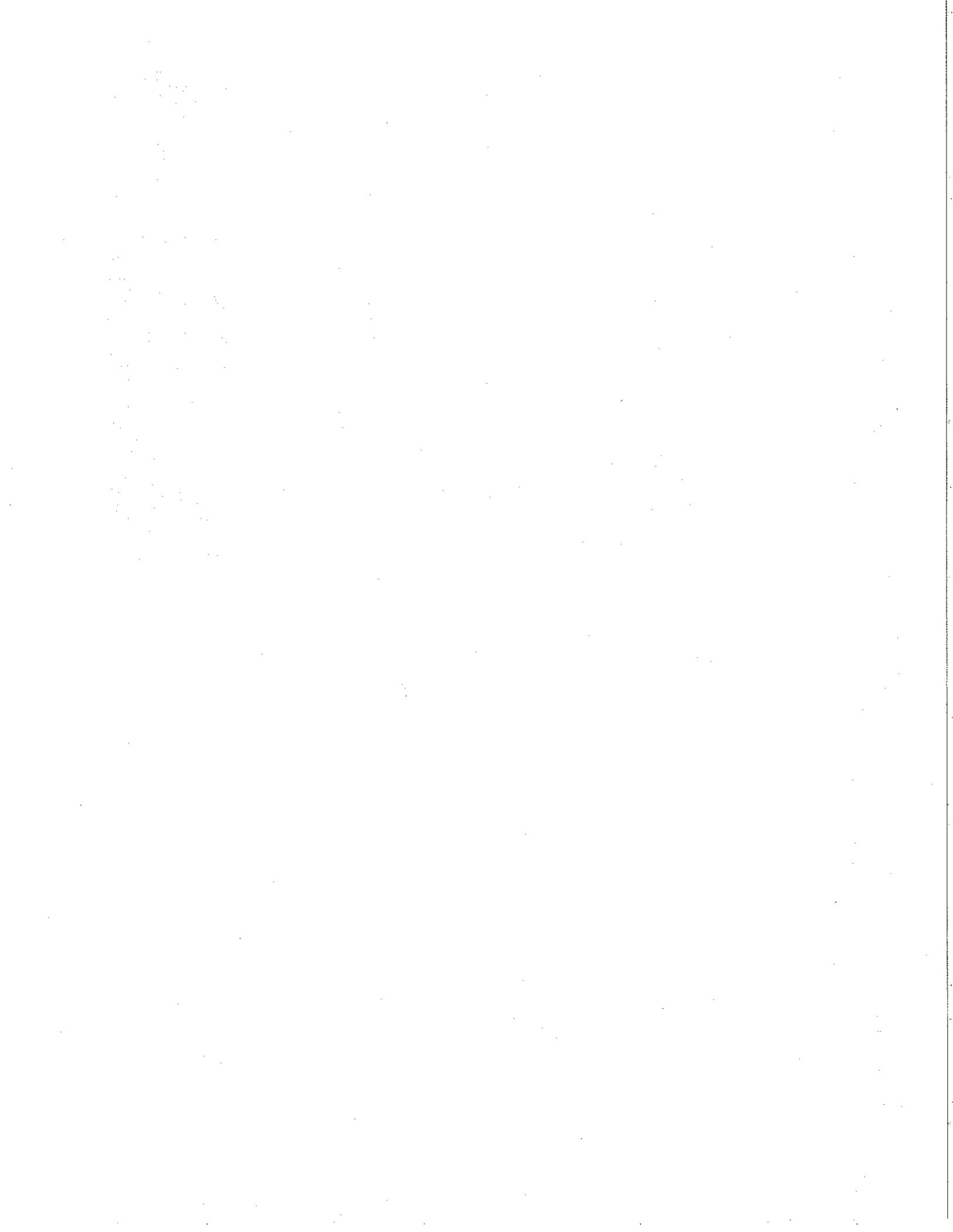
A state sales tax expansion is better than more LGA cuts

- Expanding the state sales tax to cover digital downloads and optional personal care purchases such as tattooing, body piercing, facials and tanning, **but not haircuts**, is better than excessive LGA cuts
- The impact of a sales tax on these types of businesses should be minimal
- Additional LGA cuts, on the other hand, will hurt small businesses and harm economic recovery in greater Minnesota

Residents need support of all greater Minnesota legislators

- Both Democrat and Republican legislators should support the bill limiting LGA cuts and unallotments
- Republican legislators should use their power to keep the governor from making additional LGA cuts

The current budget deficit, now estimated at \$1.2 billion, should be solved without taking additional LGA



RESOLUTION NO. 10 – 03 - 27

RESOLUTION APPROVING THE FILING OF PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS ONCE THE CITY RECEIVES MNDOT CONCURRENCE TO ADVERTISE FOR THE PROJECT BASED ON THE JOBS BILL

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

WHEREAS, the city engineer (consulting engineer retained for the purpose) has prepared plans and specifications for the improvement of 2010 City Project No. 1 – Curb, Gutter, and Paving – 23rd Street NW and 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 Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 14 days once the City receives MnDot concurrence to advertise for the project based on the Jobs Bill. The advertisement shall specify the work to be considered by the council 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: None.
 Absent: None.

The President declared the resolution passed.

Passed: March 2, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of March, 2010.

Mayor

Request for Council Action

Date: February 24, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: Plans and Specifications – 2010 City Project No.1 – Curb, Gutter and Paving

Background:

The second phase of 23rd street nw has been approved by MnDOT. Therefore, I would like to file the plans and specifications and set the bid date once we hear if the Jobs Bill is passed. As you know, this project has been selected by MnDOT if Congress passes the Jobs Bill. I do not want to jeopardize the funding if we advertise before the bill is voted on.

Recommendation:

Approval to file plans and specifications

Enclosures:

N/A

Request for Council Action

Date: 2-26-10

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council members: Marc DeMers, Craig Buckalew, Wayne Gregoire, Greg Leigh and Mike Pokrzywinski

Cc: File

From: Scott Huizenga, City Administrator

RE: Red River State Recreational Area Campground Revenue Sharing

Mayor Stauss has been discussing changes to the Joint Powers Agreement with the Department of Natural Resources regarding how to share revenue generated by the Red River State Recreation Area Campground. DNR officials have agreed to meet with the Mayor and city officials regarding possible changes to the agreement.

The current agreement recently approved by the City Council calls for the City to receive a base fee of \$109,000 plus \$1785 per \$10,000 of revenue (prorated) above \$127,059. The Mayor would like to split the profits, gross revenue above \$109,000, equally between the DNR and the City. In exchange, the City would also agree to share in any net loss if gross revenues fall below \$109,000. The agreement terms also call for the campground to be eligible for all state programs offered to other state parks.

Mayor Stauss seeks Council approval to broaden the current contract based upon the provisions contained above and in resolution and attachment.

Recommendation:

Authorize the Mayor to negotiate with DNR as stated. Revenues in 2009 exceeded \$175,000; and 2010 looks to be more promising. There appears to be little risk to City finances.

RESOLUTION NO. 10 – 03 - 28

RESOLUTION TO SUPPORT THE MAYOR'S EFFORTS TO CRAFT A NEW AGREEMENT WITH THE DNR FOR OPERATIONAL ASSISTANCE AND/OR STATE TAKEOVER OF LANDS ALONG THE RED RIVER

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

WHEREAS, the City of East Grand Forks (City) and the Minnesota Department of Natural Resources (DNR) recently renewed the Joint Powers Agreement for the operation of the Red River State Recreational Area (RRSRA) for two additional years;

WHEREAS, the RRSRA consistently has been one of few state recreational facilities to generate positive net cash flow;

WHEREAS, the City has historically subsidized the operation of the RRSRA and capital improvements with local funds;

WHEREAS, the City has subsidized additional DNR project such as trails, trailheads, and boat ramps along the Red River;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST GRAND FORKS; that the City Council supports the Mayor's efforts to craft a new agreement with DNR using the guiding principles attached herein;

BE IT FURTHER RESOLVED; that the City will continue to seek terms with DNR for operational assistance and/or state takeover of lands along of the Red River.

Voting Aye:

Voting Nay: None.

Absent: None.

The President declared the resolution passed.

Passed: March 2, 2009

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of March, 2010.

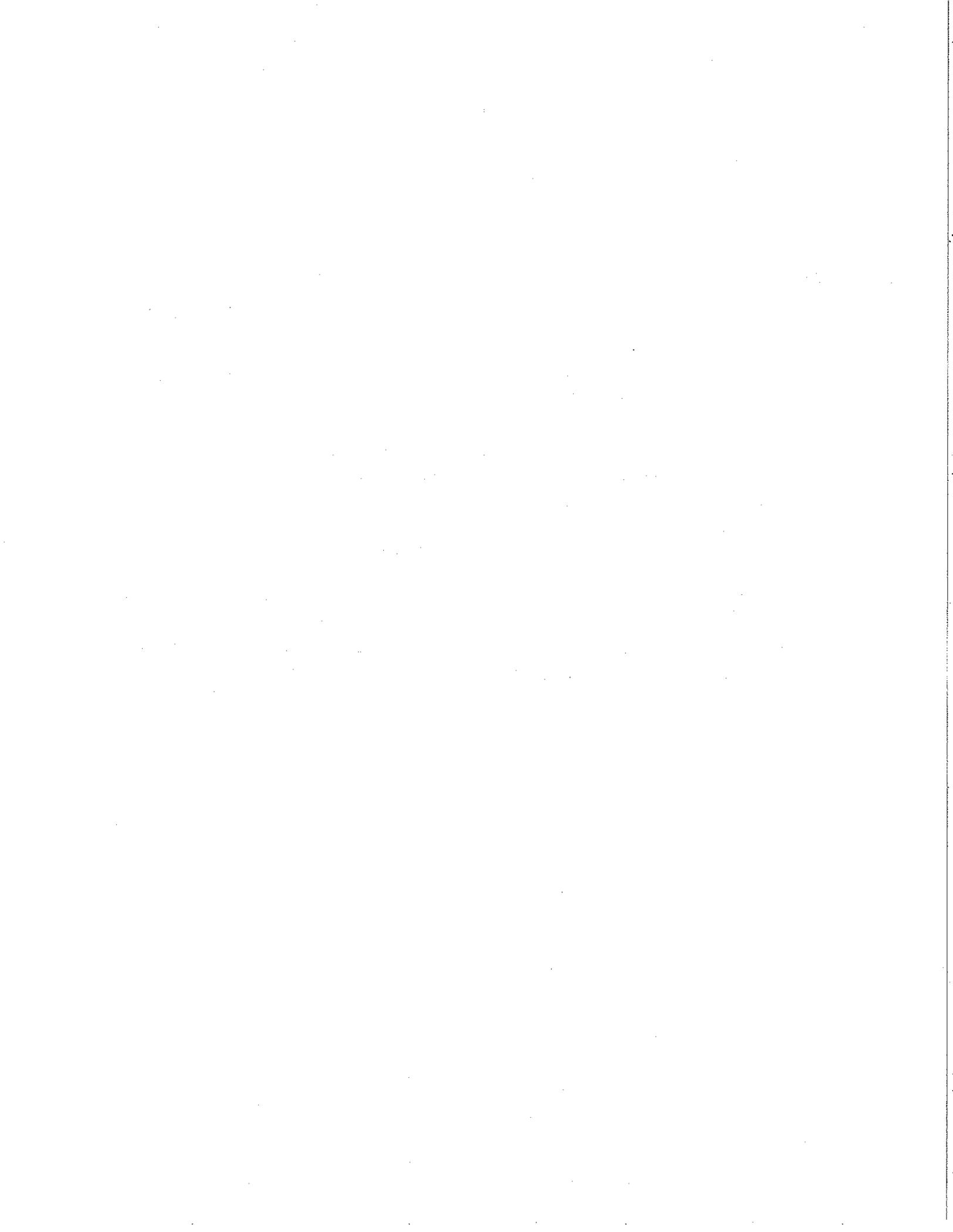
Mayor

Red River State Recreation Area

Partnership Agreement between the City of East Grand Forks and Minnesota Department of Natural Resources

“Built on Trust and Cooperation”

- 1.) The operation of the Red River State Recreation Area (RRSRA) will continue to operate under the same guidelines as the past five years, which are stated in the adopted agreement for 2010-2011.
- 2.) The Minnesota Department of Natural Resources (DNR) will provide a base operational fee of \$109,000 to the City of East Grand Forks (City) for 2010 and 2011.
- 3.) The DNR and the City will share equally all gross revenues above \$109,000. DNR calculated this amount as the point at which all state obligations, including the annual operational agreement to the City, are met
- 4.) The DNR and the City will contribute equally to all expenditures above \$109,000.
- 5.) The RRSRA will qualify for all grants or services that the Department of Natural Resources and/or the State of Minnesota offer to other State Parks and County Parks. Further, this agreement shall not disqualify the RRSRA for other assistance for major capital investment, emergency, or disaster.



Request for Council Action

Date: February 24, 2010

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Michael S. Hedlund - Chief of Police *MSH*

RE: Towing Contract

Background: On February 17, 2009 the East Grand Forks City Council approved a contract for towing services with Grand Cities Towing of East Grand Forks, MN. This contract expired on February 16, 2010. This contract resulted in a change of service providers as Stuart's Towing had performed the towing service for the City of East Grand Forks for a number of years. The discussions surrounding the awarding of this contract were extensive and time consuming. In January 2010 I proposed contacting both Grand Cities Towing and Stuart's Towing and working out an agreement with both companies being used as the towing service provider for the City of East Grand Forks on a rotational basis. This proposal was approved by the East Grand Forks City Council at that time.

Recommendation: Both Grand Cities Towing and Stuart's Towing were provided with a copy of the proposed contract. Both companies met with each other and I subsequently met with both companies and made minor modifications to my original proposed contract. At this time the attached contract has been tentatively agreed to by both companies, pending City Council approval (a copy is being forwarded to East Grand Forks City Attorney Ron Galstad for his review but due to time restraints this review was not able to be completed prior to the City Council Agenda deadline). It is my recommendation that the City Council approve this agreement and move ahead with a two-year contract with both Grand Cities Towing and Stuart's Towing.

Enclosures:

1. Proposed contract between the City of East Grand Forks and Grand Cities Towing and Stuart's Towing.

TOWING SERVICES AGREEMENT

This agreement made and entered into by and between the City of East Grand Forks, Minnesota, municipal corporations duly organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "City", and Grand Cities Towing and Stuart's Towing, corporations duly organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "Company".

WITNESSETH:

In consideration of the mutual undertaking and agreements hereinafter set forth, the City and the Company agreed as follows:

1. SERVICES

- (a) The Company shall perform the towing and removal of impounded or illegally parked motor vehicles upon the request of the City Police or Department of Public Works for such services. Towing and removal of motor vehicles shall include storage (as set forth in Paragraph 6 of this Agreement), unless the Company is directed to take the towed vehicle to another location specified by the City.
- (b) In the case of disabled vehicles, including motor vehicle crashes, where the police summon a tow truck pursuant to the vehicle owner's or possessor's request where the owner or possessor does not express a preference for the provider of towing service, the Company shall be summoned. The specific company called shall be based upon the rotation established in Paragraph 1 (d) of this Section. East Grand Forks Police personnel shall not offer any recommendations as to what company a private party should use.
- (c) This contract and the storage fees and the towing charges fee referred to in this agreement pertain only to towing services for the City of East Grand Forks. (i.e. snow removal relocations, violations of city codes reference parking violations, impoundment towing for evidentiary purposes and forfeitures.)
- (d) The East Grand Forks Police Department Patrol Division is divided into four shifts A-D. These shifts are paired together A/C and B/D and work a four day rotation with twelve hour shifts. Grand Cities Towing shall be assigned as the towing company that will work with Shifts A/C and Stuart's Towing shall be assigned to work with Shifts B/D. Grand Cities Towing and Stuart's Towing shall both be provided with a calendar indicating the on-duty shifts for the East Grand Forks Police Department. Grand Cities Towing and Stuart's Towing have agreed to work cooperatively with each other when multiple tow trucks are needed.
- (e) During incidents of towing during snow removal events both companies may be used if there are more then three vehicles to be moved. Contact of the off-duty company will be made by the on-call company.

2. HOURS

The Company shall provide towing service twenty-four (24) hours a day and seven (7) days a week.

3. CITY TOWING

In the event that a city vehicle requires towing from a location within the city limits of the City of East Grand Forks to a location within the city limits of the City of East Grand Forks the Company shall provide such service for a fee of \$50.00 for passenger vehicles, vans or light trucks. Tows requiring additional services may be so charged according to the fees designated in Section 17 – Towing Charges.

4. RESPONSE TIME

When summoned, the Company shall dispatch sufficient personnel and equipment within ten (10) minutes from the time of notification by the City of the need for towing services.

5. EQUIPMENT

The Company shall own/lease equipment to enable it to remove any motor vehicle from any city street and respond in the time frame listed in paragraph 4. All equipment shall be maintained in a safe operating condition to insure safe and efficient towing.

6. STORAGE

The Company shall provide storage for towed vehicles. Such storage shall be in conformance with Chapter 152 of the East Grand Forks City Code. Specifically, but not limited to, the storage lot must meet the following requirements:

- a. be completely fenced security lot located within the corporate limits of the city;
- b. the surface of the storage area must be maintained and graded to provide proper drainage;
- c. the storage area shall be properly maintained, with weeds, brush, and other vegetation controlled and/or removed;
- d. the fence securing the property shall be effectively screened and be at least 80% opaque and be not less than 6 feet or more than 8 feet in height;
- e. the yard of the storage area shall meet the minimum building setback, impervious lot and required off street parking requirements; and
- f. the areas used to store junked or wrecked motor vehicles shall be completely screened from view from abutting public streets and abutting properties

The Company shall be responsible for all stored vehicles and shall comply with all applicable ordinances, laws or regulations governing such storage. The location of the primary storage lot is at 622 – 10th Street NE, East Grand Forks, MN 56721 for Grand

Cities Towing and at 1018 5th Avenue NE, East Grand Forks, MN 56721 for Stuart's Towing or at such other locations as designated by the City. The Company shall notify and get approval by the City before any changes or additions to the storage locations.

7. PERMITS AND LICENSES

The Company shall obtain and maintain all licenses or permits required by a government body, including the City. The Company shall be responsible for all license fees. The Company shall observe and comply with all State, Federal and local laws and regulations governing the provision of towing and impoundment services.

8. ZONING COMPLIANCE

The Company shall maintain the impoundment yard in such a manner that it shall maintain conformance with Chapter 152 of the East Grand Forks City Code.

9. INSURANCE

The Company will procure and maintain during the entire term of this Agreement, or any renewal or extension thereof, a public liability insurance policy with the City stated as named insured's to protect the City and the Company. Said policy shall also contain an endorsement for contractual liability coverage for the protection of the parties hereto under the Indemnify and Hold Harmless provision of this Agreement. Said policy must be issued by an insurance company or companies authorized to do business in the State of Minnesota and licensed by the Department of Commerce thereof. Liability coverage shall be provided at all times therein of a minimum of Three Hundred Thousand (\$300,000.00) Dollars personal liability per person, per occurrence and a total of One Million (\$1,000,000.00) Dollars per occurrence. The Company, within thirty (30) days after executing this document, shall furnish a certificate of insurance indicating compliance with the foregoing to the City Attorney for his approval. The insurance policy or policies shall contain a clause that in the event any policy issued is cancelled for any reason, or any material changes are made therein, the City Administrator/Clerk Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If the Company does not furnish the required certificates within thirty (30) days after execution of this Agreement, this Agreement shall become void. If insurance coverage required herein lapses, this Agreement shall become void as of the date no valid approved insurance policy is in effect. The Company shall maintain Worker's Compensation insurance in such form and amount as required by the laws of the State of Minnesota and certify the same to the City Administrator/Clerk Treasurer.

10. INDEMNITY AND HOLD HARMLESS

The Company does hereby agree that it will, at all times during the initial term of this agreement, or any extended term of this agreement, indemnify and hold harmless the City and its officers, agents, employees or representatives, against any and all liability, loss,

charges, damages, costs, expenses or attorney's fees, which they may hereafter sustain, incur or be required to pay as a result of the willful or negligent act or omission of the Company or its employees, or resulting from the Company's failure to perform or observe any of the terms, covenants and conditions of this Agreement to be performed by the Company, or by reason of any person suffering injury, death or property loss or damage while on the premises of the storage lot(s) provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, expenses, or attorney's fees caused or resulting from the acts and omissions of the City or any of the officers, employees, agents or representatives of the City, which may result in any person suffering personal injury, death or property loss or damage.

11. NON-ASSIGNABILITY

This agreement shall not be assignable without the written consent of the City.

12. PERSONNEL

The Company shall provide sufficient personnel for the safe and efficient removal of motor vehicles. The Company shall only employ personnel trained in the operation of the equipment and the safe and proper methods of towing motor vehicles. Drivers working for the towing company will be required to undergo a criminal history check and at a minimum, an annual driver's license check, before towing vehicles in the city.

13. RECORDS

The Company shall maintain written records on all motor vehicles towed by the Company pursuant to this Agreement. Information on vehicles towed pursuant to this Agreement shall be recorded by the Company by make, license number and location, date and time from which it was towed. These records shall be made available to the City for their inspection and shall be maintained as to each vehicle for one year after disposition of each vehicle. The Company agrees to complete State required law enforcement tow reports during snow emergencies.

14. STORAGE FEES

A charge of \$20.00 per day, or fraction thereof, shall be imposed for calendar day that the vehicle is stored.

15. AVAILABILITY FOR REDEMPTION OF VEHICLES

The Company will be available for the removal of vehicles from storage between the hours of 9:00 AM and 4:00 PM Monday through Friday. The Company may charge a fee of \$30.00 for releases outside of these hours.

16. TERM

This Agreement shall be for the term of two (2) years commencing March 3, 2010 and terminating March 3, 2012. Extension of this contract shall be limited to no more than three (3) additional years. Extensions, if approved shall be in one (1) year increments and shall be approved based on performance of the Company.

17. TOWING CHARGES

The Company shall charge \$50.00 to relocate vehicles for snow removal and street cleaning or for towing within the City limits, a passenger car, van or light truck or motor cycle pursuant to a citation for parking violation, impoundment by the police or other vehicles which are towed to the city shop or to the East Grand Forks Police station. In the event of the need for removal of damaged vehicles from accident scenes or towing requiring the use of special equipment or extraordinary effort the company may charge the following rates:

Tows requiring a flatbed, dolly or hauler: \$80.00

Add on charges:

- Removal of excessive snow and/or street cleaning beyond the norm: \$20.00

Tows that require impoundment of a vehicle at the place of business of the Company shall be charged at a minimum rate of \$80.00.

The charge for all other towing shall be at the Company's standard service rate as posted in the Company's place of business and at the East Grand Forks Police Department. The cost of towing and storage shall be paid by the owner of the vehicle. The City shall not be responsible for such charges for any vehicle.

18. DISPOSAL OF UNCLAIMED TOWED VEHICLES

The Company, pursuant to State and local laws, will dispose of unclaimed vehicles. The City shall not be responsible for the cost of the towing or any accumulated storage charges. Proceeds on sales of unclaimed vehicles shall be retained by the Company. The company shall comply fully with the requirements of Section 168B.06 of the Minnesota Statutes and any corresponding section of the East Grand Forks City Code, relating to its obligation to notify the owner of the taking of a vehicle into custody by the Company. Copies of all such notices shall be furnished to the Police. In the event an owner consents to disposal of a vehicle by the towing Company in lieu of redemption, the Company shall have the owner execute a form to be prescribed by the City, releasing and transferring the vehicle to the Company.

19. CHECKS FOR PAYMENT

If the Company accepts a check in payment for charges hereunder, it may charge an additional fee of \$2.00 for accepting payment by check. The Company shall in no manner be required to accept other than United States currency in payment of charges.

20. EXTRA SERVICE

In case of vehicles covered or surrounded by snow in excess of 24 inches which must be removed to allow for the vehicle's towing, the Company may charge up to \$20.00 in addition to the fees specified in Paragraph 17. The determination that the snow conditions allowing the additional charge exist shall be made by a representative of the City and noted on the parking citation by such representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates given below.

DATED: _____

CITY OF EAST GRAND FORKS, MINNESOTA

BY: _____
Scott Huizenga, City Administrator/Clerk Treasurer

BY: _____
Lynn Stauss, Mayor

DATED: _____

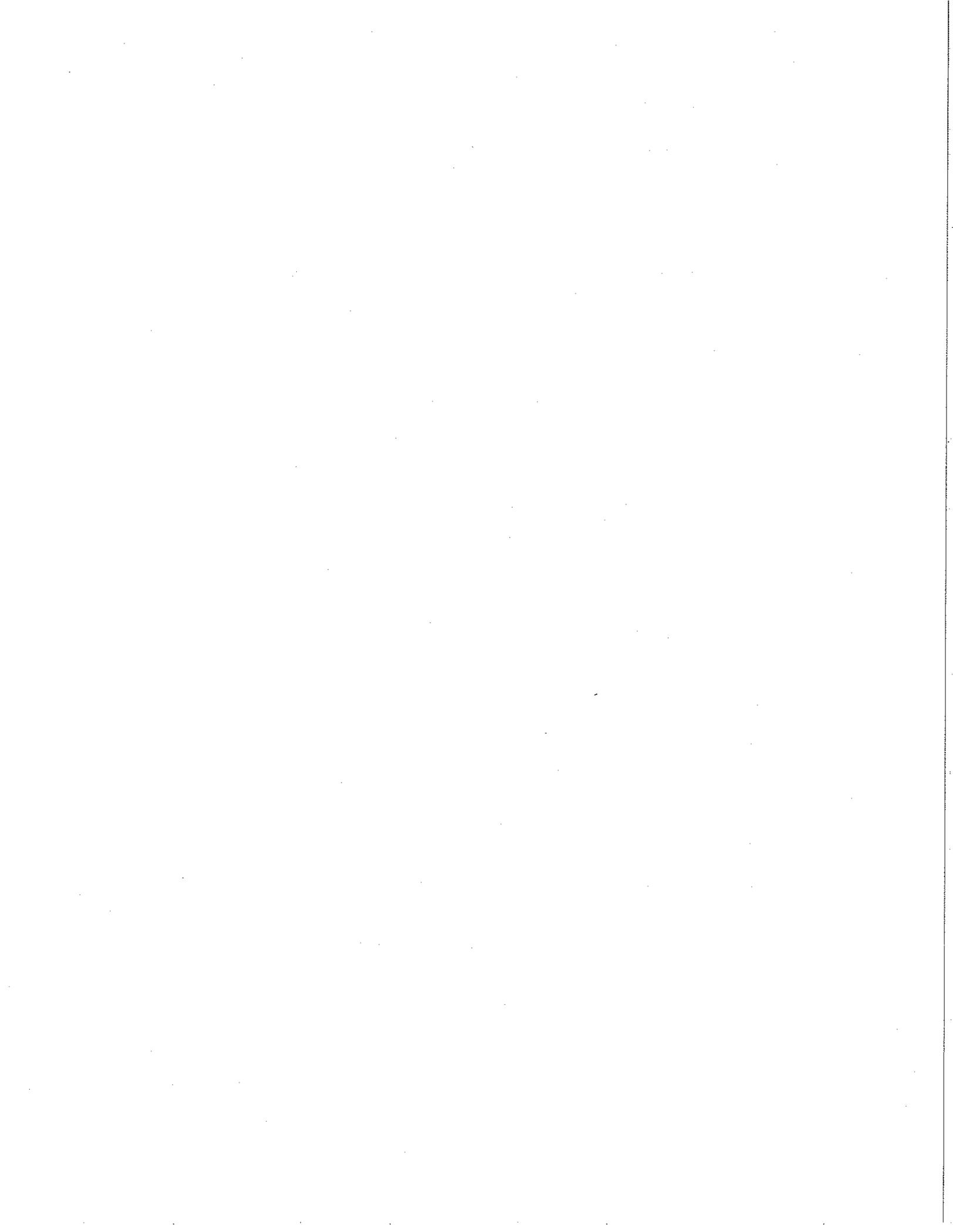
GRAND CITIES TOWING

BY: _____

DATED: _____

STUART'S TOWING

BY: _____



Request for Council Action

Date: 02/25/10

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council members: Marc DeMers, Craig Buckalew, Wayne Gregoire, Greg Leigh and Mike Pokrzywinski

Cc: File

From: Scott Huizenga, City Administrator

RE: Labor Agreement with AFSCME Council 65 – Department Heads

I have attached the Final Proposed Labor Agreement with AFSCME Council 65, which represents the City's Department Heads. The agreement is effective on January 1, 2010; and it terminates on December 31, 2012. The three-year term is the maximum allowed by state law.

The primary changes from the previous agreement include the following.

- Implements a freeze on cost-of-living allowances (COLAs) for the three-year term.
- Implements the adopted Citywide Compensation and Grade Plan to comply with the state's Pay Equity requirements. The plan includes the removal of longevity pay and clothing allowances. Step increases are contingent upon an annual evaluation review of at least "Meets Expectations."
- Caps severance payouts for accumulated sick leave at 50-percent of total accumulation for employees hired after January 1, 2010. The current rate is 100-percent of accumulation up to 1280 hours.
- Eliminates sick leave sellbacks for employees hired after January 1, 2010.
- Caps the maximum annual vacation accumulation at 160 hours after fourteen years of service for employees hired after January 1, 2010. The current maximum is 208 hours.
- Increases employer contributions to health insurance by four percent per year.
- Removes Columbus Day as a City Holiday; and it includes an additional floating holiday to compensate. This matches the personnel policy changes and institutes Columbus Day as a working day for ALL employees.

Recommendation:

Approve the Labor Agreement for the proposed three-year term.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2010

through

DECEMBER 31, 2012

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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
Superintendent of Public Works

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. 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, 2010, the Employer shall pay \$420.11 of the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. Effective January 1, 2011, the Employer shall pay \$436.91 of the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. Effective January 1, 2012, the Employer shall pay \$454.39 of the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan.

Subsection 9.1.2 Dependent (Family Coverage). Effective January 1, 2010, the Employer shall pay \$961.76 of the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. Effective January 1, 2011, the Employer shall pay \$1000.23 of the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan. Effective January 1, 2012, the Employer shall pay \$1040.24 of the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the Employer's group health and hospitalization plan.

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

insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

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

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

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

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

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

Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for individual employees by majority vote of Local No. 3452. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union Unit. Beginning in 2008, all retiring employees with more than thirty years service shall direct 0% of their eligible severance pay to MSRS Health Care Savings Plan. All other eligible employees will direct 100% of their severance package to the MSRS Health Care Savings Plan.

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

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

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

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

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

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

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

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

ARTICLE 11: VACATIONS

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

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

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

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

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

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

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

provided in this Agreement.

ARTICLE 12: SICK LEAVE

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

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

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

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

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

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

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

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

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

ARTICLE 13: HOURS OF WORK

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

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

ARTICLE 14: SALARY SCHEDULE

Employees shall be compensated in accordance with the compensation schedule attached to this Agreement and entitled Schedule A. The attached schedule is incorporated by reference and shall be considered part of this Agreement. Employees will be placed on the pay grade commensurate to the employee's job classification; and on the pay step that is the nearest step that is at least one percent above the employee's base pay plus longevity plus clothing allowance as of December 31, 2009. Commencing January 1, 2011, any employee not at the maximum step

in the employee's pay grade will receive a one-step increase at the anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period.

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

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

ARTICLE 15: MILEAGE REIMBURSEMENT

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

ARTICLE 16: WAIVER

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

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

ARTICLE 17: TERMINATION AND MODIFICATION

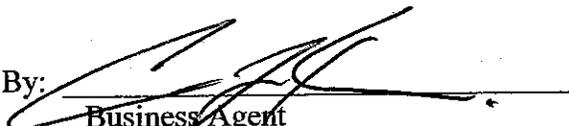
This Agreement shall remain in full force and effect for a period commencing on January 1, 2010, and remaining in effect through December 31, 2012, and thereafter until modifications are made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it 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: 2/18/10

By: _____
City Administrator/Clerk-Treasurer

By:  _____
Union Steward

Dated: _____

Dated: 2/23/10

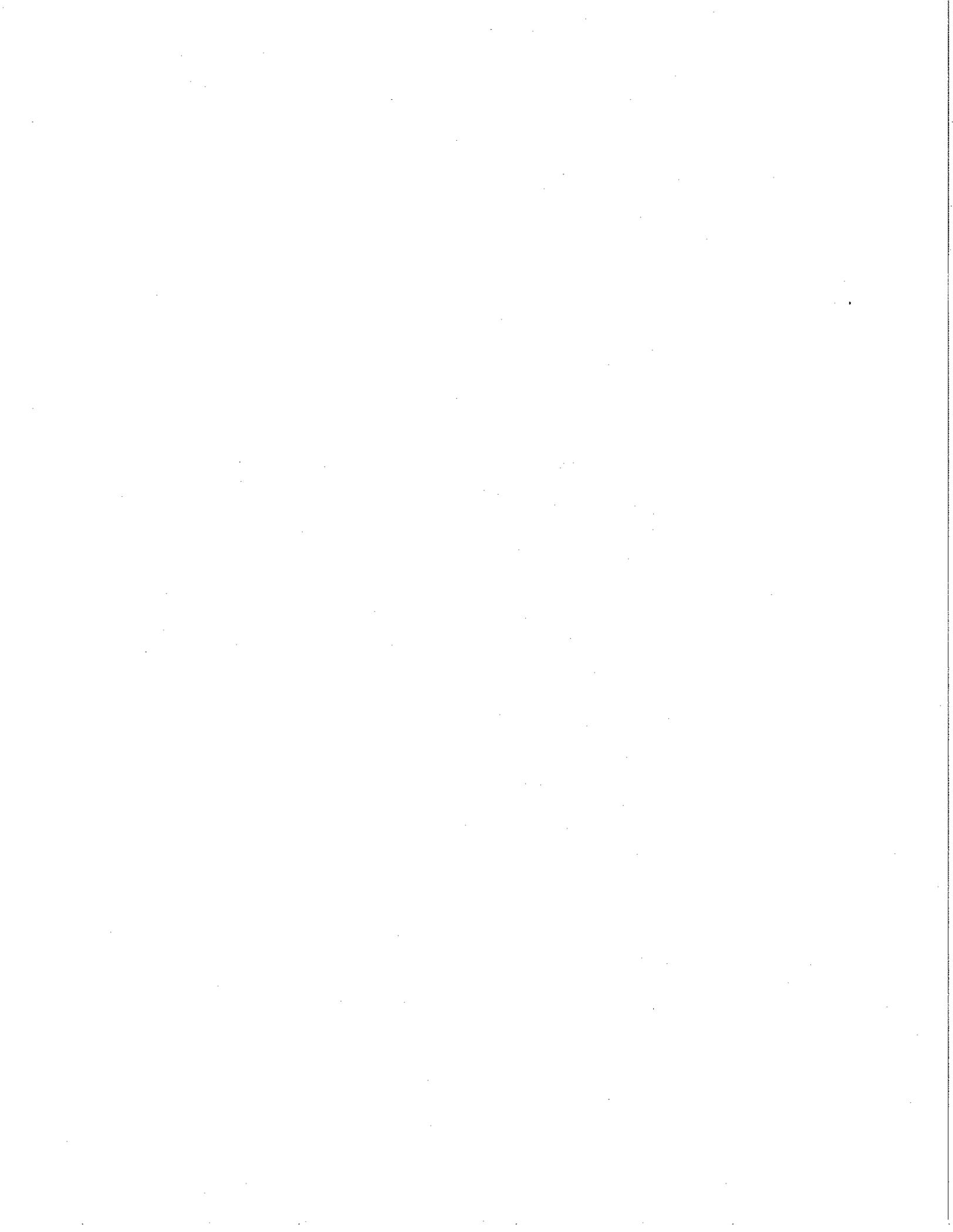
SCHEDULE A

AFSCME Council 65 Compensation Plan

			1	2	3	4	5	6	7	8	
0	-	64	1	23,347.79	23,962.21	24,576.62	25,805.46	27,034.29	28,263.12	29,491.95	30,720.78
65	-	84	2	24,865.40	25,519.75	26,174.10	27,482.81	28,791.52	30,100.22	31,408.93	32,717.63
85	-	94	3	26,481.65	27,178.54	27,875.42	29,269.19	30,662.96	32,056.73	33,450.51	34,844.28
95	-	134	4	28,202.96	28,945.14	29,687.32	31,171.69	32,656.06	34,140.42	35,624.79	37,109.15
135	-	154	5	30,036.15	30,826.57	31,617.00	33,197.85	34,778.70	36,359.55	37,940.40	39,521.25
155	-	184	6	31,988.50	32,830.30	33,672.10	35,355.71	37,039.32	38,722.92	40,406.53	42,090.13
185	-	214	7	34,067.75	34,964.27	35,860.79	37,653.83	39,446.87	41,239.91	43,032.95	44,825.99
215	-	229	8	36,282.16	37,236.95	38,191.74	40,101.33	42,010.92	43,920.50	45,830.09	47,739.68
230	-	269	9	38,640.50	39,657.35	40,674.21	42,707.92	44,741.63	46,775.34	48,809.05	50,842.76
270	-	284	10	41,152.13	42,235.08	43,318.03	45,483.93	47,649.83	49,815.73	51,981.64	54,147.54
285	-	314	11	43,827.02	44,980.36	46,133.70	48,440.39	50,747.07	53,053.76	55,360.44	57,667.13
315	-	354	12	46,675.77	47,904.08	49,132.39	51,589.01	54,045.63	56,502.25	58,958.87	61,415.49
355	-	399	13	49,709.70	51,017.85	52,326.00	54,942.30	57,558.60	60,174.90	62,791.20	65,407.50
400	-	434	14	52,940.83	54,334.01	55,727.19	58,513.55	61,299.91	64,086.27	66,872.63	69,658.98
435	-	454	15	56,381.98	57,865.72	59,349.45	62,316.93	65,284.40	68,251.87	71,219.35	74,186.82
455	-	504	16	60,046.81	61,626.99	63,207.17	66,367.53	69,527.89	72,688.24	75,848.60	79,008.96
505	-	589	17	63,949.85	65,632.74	67,315.64	70,681.42	74,047.20	77,412.98	80,778.76	84,144.54
590	-	659	18	68,106.59	69,898.87	71,691.15	75,275.71	78,860.27	82,444.82	86,029.38	89,613.94
660	-	719	19	72,533.52	74,442.30	76,351.08	80,168.63	83,986.18	87,803.74	91,621.29	95,438.85
720	-	749	20	77,248.20	79,281.05	81,313.90	85,379.59	89,445.29	93,510.98	97,576.68	101,642.37
750	-	849	21	82,269.33	84,434.32	86,599.30	90,929.26	95,259.23	99,589.19	103,919.16	108,249.12

Job Classification	Pay Grade
Library Director	16
Police Chief	18
Parks and Recreation Superintendent	17
Fire Chief	17
Public Works Superintendent	17
Building Official/Director of Flood Recovery	14

- The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.
- In the event that an employee's duties and responsibilities change, the Employer and the Union will negotiate the new salary for the position based on additional duties.
- A professional Job Description review will be initiated within three (3) months of the employee submitting Position Analysis Questionnaire (PAQ). No more than one (1) review per contract may be requested by the employee.



RESOLUTION NO. 10 – 03 – 29

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 5570 for a total of \$376.19.

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 \$376.19 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 March 2, 2010.

Voting Aye:
 Voting Nay: None.
 Absent: Buckalew.
 Abstain: None.

The President declared the resolution passed.

Passed: March 2, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 2nd of March, 2010.

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 5570 for a total of \$376.19.
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 March 2, 2010.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only



City of East Grand Forks

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

User: ejohnson
 Printed: 2/25/2010 - 11:58 AM

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5536	03/02/2010	ADV001	Advanced Business Methods Inc	153.71	0
5537	03/02/2010	AKE001	Dave Aker	232.90	0
5538	03/02/2010	ALL001	Alltel	393.55	0
5539	03/02/2010	AME002	American Tire Service	54.93	0
5540	03/02/2010	AME005	Ameripride Linen & Apparel Services	301.28	0
5541	03/02/2010	BAR007	Baron's Upholstery	322.03	0
5542	03/02/2010	BEC001	Becker Arena Products Inc	732.00	0
5543	03/02/2010	BEN002	Betty Bender	200.00	0
5544	03/02/2010	BLU001	Blue Cross Blue Shield of ND	4,977.20	0
5545	03/02/2010	BRO002	Brodart Co	245.50	0
5546	03/02/2010	CAR504	Cardmember Service	4,003.59	0
5547	03/02/2010	CDW001	CDW Government Inc	12,047.00	0
5548	03/02/2010	CEN002	CENGAGE Learning	152.66	0
5549	03/02/2010	CLA001	Claitor's Law Book & Publishers	53.12	0
5550	03/02/2010	COL002	Cole Papers Inc	326.84	0
5551	03/02/2010	DEM001	Demco Educational Corp	102.92	0
5552	03/02/2010	DEM002	Marc DeMers	78.00	0
5553	03/02/2010	DIG001	Digi Key Corp 590699	53.53	0
5554	03/02/2010	DIR001	Direct USA Online	889.00	0
5555	03/02/2010	EAG001	Eagle Electric	5,571.21	0
5556	03/02/2010	EGE002	Bobbie Egeland	42.00	0
5557	03/02/2010	EXP003	Explorer Post #38	50.00	0
5558	03/02/2010	EXP002	Exponent	273.00	0
5559	03/02/2010	FLA001	Flaherty & Hood PA	124.16	0
5560	03/02/2010	FLO001	Floan Sanders	21,515.10	0
5561	03/02/2010	FOR004	Forx Radiator	135.00	0
5562	03/02/2010	G&K001	G&K Services	179.19	0
5563	03/02/2010	GAL001	Gale	70.11	0
5564	03/02/2010	GFF001	GF Fire Equipment	39.41	0
5565	03/02/2010	GFH002	GF Herald	387.92	0
5566	03/02/2010	GGF001	GGF Convention & Visitors Bureau	262.24	0
5567	03/02/2010	GRA004	Grand Cities Towing	255.00	0
5568	03/02/2010	GRA001	Richard Grassel	512.14	0
5569	03/02/2010	HAJ002	Rick Hajicek	133.00	0
5570	03/02/2010	HAR001	Hardware Hank	376.19	0
5571	03/02/2010	HEA003	Jason Hearn	144.00	0
5572	03/02/2010	HEA001	Heartland Paper	263.82	0
5573	03/02/2010	HIS001	History Education	300.00	0
5574	03/02/2010	HOL002	Holiday Credit Office	229.33	0
5575	03/02/2010	HUG001	Hugo's	42.37	0
5576	03/02/2010	HUI001	Scott Huizenga	100.07	0
5577	03/02/2010	JOS001	Josh Jones	120.00	0
5578	03/02/2010	LIT001	Lithia Payment Processing	168.77	0
5579	03/02/2010	LUN001	Luneth Plumbing & Heating	55.00	0
5580	03/02/2010	MBC001	M-B Companies Inc	760.55	0
5581	03/02/2010	MAR001	Marco Inc	285.83	0
5582	03/02/2010	MBP001	MBPTA	50.00	0
5583	03/02/2010	MCD001	McDonald's of EGF	17.37	0
5584	03/02/2010	MIC001	Micro-Marketing LLC	139.79	0
5585	03/02/2010	MID003	Midcontinent Communications	785.77	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5586	03/02/2010	MIK001	Mike's Pizza	63.62	0
5587	03/02/2010	MND006	VOID****VOID****VOID*** MN I	228.00	0
5588	03/02/2010	MNR001	MN Rec & Park Association	289.00	0
5589	03/02/2010	MNS006	MN Secretart of State - Notary	100.00	0
5590	03/02/2010	NOR003	Northern Lights Figure Skating	700.00	0
5591	03/02/2010	ORE001	O'Reilly Auto Parts	512.71	0
5592	03/02/2010	OUL001	Sue Oulette	200.00	0
5593	03/02/2010	PES004	Dale Pesch	73.00	0
5594	03/02/2010	PIC002	Tom Piche	42.00	0
5595	03/02/2010	PRA001	Praxair Distribution	468.52	0
5596	03/02/2010	PRE002	Premier Distributors Inc	144.09	0
5597	03/02/2010	QUA003	Quality Flow Systems Inc	1,120.97	0
5598	03/02/2010	QUI001	Quill Corp	848.44	0
5599	03/02/2010	QWE001	Qwest	2,252.76	0
5600	03/02/2010	QWE002	Qwest Communication	32,179.63	0
5601	03/02/2010	RIC002	Rich Swangler Auto LLP	50.00	0
5602	03/02/2010	RAY001	Shanon & Amy Ray & Alerus Financi	5,000.00	0
5603	03/02/2010	STA004	Lynn Stauss	486.25	0
5604	03/02/2010	STR003	Streichers	115.50	0
5605	03/02/2010	SUR002	Surface Specialists of NW Minnesota	150.00	0
5606	03/02/2010	SUR001	Surplus Center	95.89	0
5607	03/02/2010	THO001	Thomas Bouregy & Co	139.50	0
5608	03/02/2010	TIG001	Tiger Direct.com	174.80	0
5609	03/02/2010	TRU001	True Temp	518.93	0
5610	03/02/2010	ULT001	Ultramax	1,139.00	0
5611	03/02/2010	USP001	United States Post Office	360.00	0
5612	03/02/2010	USH001	US Hockey	30.00	0
5613	03/02/2010	VAL002	Valley Truck	28.84	0
5614	03/02/2010	VEI001	Veit & Company Inc	3,184.00	0
5615	03/02/2010	VER002	Vermeer Sales & Service	27,320.46	0
5616	03/02/2010	VOS001	Ronald J Vossler	200.00	0
5617	03/02/2010	WAT001	Water & Light Department	41,075.01	0
5618	03/02/2010	WIN003	Winnelson	117.56	0
5619	03/02/2010	ZIE001	Ziegler	15,277.78	0
				<hr/>	
				Check Total:	
				193,394.36	
				<hr/>	