

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 8, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. MPO Lease Agreement – Nancy Ellis**
- 2. Request to Hire – Jeremy King**
- 3. Request to Start New Employee at Higher Pay Rate – Mike Hedlund**
- 4. 2017 Lutheran Social Services Site Use Agreement – Reid Huttunen**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – Tuesday, November 15, 2016 – 5:00 PM – Council Chambers
Work Session – Tuesday, November 22, 2016 – 5:00 PM – Training Room
Special Meeting – Monday, December 5, 2016 – 7:00 PM – Council Chambers
Regular Council Meeting – Tuesday, December 6, 2016 – Council Chambers

Request for Council Action

Date: November 8, 2016

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

Cc: File

From: Nancy Ellis, Community Development

RE: Rental Lease Agreement with MPO

STAFF REQUEST:

Staff is asking that you review the lease agreement for the GF-EGF MPO, make any suggestions if you would like a higher negotiated rent, and then approve the two year lease agreement. MPO has made suggestions for a longer lease agreement (number of years) and adding a line item for ADA compliance, however, I would suggest that our lease agreements with potential lease partners be consistent and the same for all parties.

BACKGROUND:

The MPO had leased office space at City Hall for the past number of years. They are asking City Council to approve the renewal of their lease agreement for 2017, with optional years 2018 and 2019. The rental price is listed in lease agreement with options to increase based on the Consumer Price Index (CPI), not to exceed 5% per year.

City of East Grand Forks Lease Agreement

Whereas, the GF/EGF MPO wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes the GF/EGF MPO would provide other positive contributing factors to the City by locating their office at the City Hall building.

Now, therefore, for valuable consideration, the City and GF/EGF MPO agree as follows:

The City will:

1. Provide to GF/EGF MPO an approximately 974 sq. ft. of office space, currently labeled Rooms E212, E213, E214, and W230. This has been discussed with and agreed to by the City Administrator.
2. Permit security access outside regular City working hours.
3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.
4. Allow GF/EGF MPO to have an identity sign, etc. on the premises, the size and location to be approved by the City.
5. Provide use of other customary City Hall service areas for GF/EGF MPO employees, such as the employee lunchroom, restrooms, etc.
6. Provide current janitorial services to the areas proposed to be used by GF/EGF MPO in the same manner as the City receives, including removal of regular trash and recycling products. GF/EGF MPO will pay for any special fees for disposal of computers, or the like.
7. Allow existing parking areas to be used by GF/EGF MPO employees and visitors.
8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.
9. Provide fire and general liability insurance on the building.
10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

\$6.75 per phone per month \$6.75 X 4 no. of phones = \$ 27.00 /month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

\$10.00 per device per month \$10.00 X 5 no. of devices = \$ 50.00 /month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

\$0.25 per GB reserved per month \$0.25 X 100 no. of GB = \$ 25.00 /month

4. Desktop support and other technology services. This is charged at a labor rate of \$45.06/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of \$67.59/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

1. Make all leasehold improvements to the existing "area" at their expense and in a manner that is approved by the City.
2. Pay the City rent at the negotiated terms of \$CPI? for 2017 and \$CPI? for 2018 _____ base rate per square foot or \$_X_____ per month; or a flat monthly rate of \$_X_____.
3. Pay the City rent, on the 1st of each month _____ or at a negotiated time, such as quarterly __X__. **(2017 - \$_____ quarterly; 2018 - \$_____ quarterly)**
4. Pay for any costs associated with additional access/security improvements as it or the City desires.
5. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.
6. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City's insurers by reason of presence.
7. Not make any permanent improvements or changes to the area without prior City approval.
8. Limited storage may be offered in an area to be determined by the City.

Duration and Termination

- (1) This agreement shall be for a period through 2018, and may be continued thereafter on terms acceptable to both parties.
- (2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

Company/Organization _____

Dated: _____

By _____

By _____

CITY OF EAST GRAND FORKS

Dated: _____

By _____
Its Mayor

By _____
Its City Administrator

Space Available in City Hall

1st Floor

E112	363.00 sq.ft.	(33' X 11')
E113	207.00 sq. ft.	(11.5' X 18')
E114	453.75 sq. ft.	(33' X 13'10")
TOTAL	1023.75 sq.ft.	

W118	810.00 sq.ft.	(45' X 18')
W128	238.00 sq. ft.	(17' X 14')
W129	396.00 sq. ft.	(16.5' X 24')
W130	231.00 sq.ft.	(16.6' X 14')
TOTAL	1675 sq. ft.	

2nd Floor

E212	231.65 sq.ft.	(13'10" X 16'8")
E213	198.00 sq.ft.	(12' X 16'8")
E214	346.50 sq.ft.	(24'10" X 14')
TOTAL	776.00 sq.ft.	

W230	198.00 sq.ft.	(12' X 16.5')
TOTAL	198.00 sq. ft.	

Request for Council Action

Date: 11-3-2016

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

Cc: File

From: Jason Stordahl-Public Works Director

RE: Approval to hire

Background: The Public Works Department will have two vacancies to fill within our wastewater/stormwater division very soon. Mr. Bert Roberts is retiring at the end of December, and Mr. Terry Vonasek's last day will be November 21st, as he has accepted a different position within the City. We would like to start the hiring process and advertise for hire as soon as possible to fill these two vacancies.

Recommendation: Approve the City Administrator and Public Works Director to start the hiring process to hire two individuals to fill the vacancies within the Public Works Department wastewater/stormwater division.

Storm Water Operator

Wastewater/Stormwater Operator

Department: Public Works

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate skilled technical work inspecting, repairing and servicing the wastewater and storm water collection systems, completing record keeping of the sanitary & storm sewer systems, as well as the flood protection system, creating and maintaining applicable records, reports and files, responds to after hours or emergency requests, performs locating, flagging, painting and precessing location requests, and related work as apparent or assigned. Work is performed under the limited supervision of the Public Works Director and Public Works Supervisor. Limited oversight is exercised over new employees.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Maintains and repairs sanitary sewer lift stations; maintains pumps, generators, sensors and monitoring equipment.

Monitors flow through and sanitary systems; clears blocked lines using specialized equipment.

Collects samples from various parts of wastewater collection system and sends to laboratory for testing.

Maintains wastewater pond system, including pump maintenance, groundskeeping, signage and fencing; discharges ponds when water meets standards.

Locates and marks system components before contractors or city employees start excavation or service work.

Acts as the primary an inspector and operator of the storm water collection system, flood walls, levees, lift stations, gate wells, outfalls and catch basins.

Performs daily maintenance on related flood control systems.

Assists in developing and managing the storm water pollution prevention plan.

Schedules and oversees repairs.

Coordinates service needs with outside vendors or contractors.

Monitors the storm water and wastewater supervisory control and data acquisition systems.

Creates and enforces confined space entry permits; monitors the safe execution of those permits.

Comply with all state and federal permits.

Monitors and maintains sanitary and storm sewers and related components.

Prepares for, attends and facilitates related meetings and trainings internally and with local, state or federal agencies pertaining to services provided.

Creates and maintains applicable records, reports, databases and files; compiles reports and files with state and federal regulatory agencies.

Maintains and operates the flood protection system; assists with managing the activation of the flood protection systems.

Assists with waste water duties required including obtaining samples, discharging, servicing pumps, cleaning sewers, conducting pond maintenance, fencing, signage and locating waste water or storm water components.

May operate the vacuum sewer cleaner.

Completes approved purchases for supplies and materials.

Coordinates operations with other city departments.

Acts as a back up and provides assistance to other department staff; may provide work direction and assistance to incoming employees.

Storm Water Operator

Performs general groundskeeping duties around lift stations.

Knowledge, Skills and Abilities

Thorough knowledge of repair, operation, maintenance, rehabilitation and construction of storm water drainage and wastewater facilities; thorough knowledge of the manuals to assist with operation and maintenance; Thorough knowledge of the techniques, materials and equipment used in the maintenance and repair of sewer lines, lift stations and related equipment thorough knowledge of the tools, materials and equipment used in such work; thorough knowledge of applicable city policies, procedures and ordinances; thorough knowledge of the occupational hazards and safety precautions of the work; ability to communicate complex ideas effectively, both orally and in writing; ability to analyze service problems and participate effectively in solving them; ability to operate trucks and construction equipment; ability to operate standard office equipment and related hardware and software; ability to learn specialized software, systems or equipment related to business need; ability to generate applicable records, reports and files; ability to prepare reports, drawings and sketches; ability to operate standard tools of the trade; ability to interpret engineering reports, blue prints, drawings and sketches; ability to establish and maintain effective working relationships with industry professionals, staff, vendors, contractors, elected officials and the general public.

Education and Experience

High school diploma or GED and moderate experience in the collection and treatment of wastewater & storm water, working in construction or engineering, or equivalent combination of education and experience.

Physical Requirements

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of up to 50 pounds of force; work frequently sitting, speaking or hearing, using hands to finger, handle or feel, climbing or balancing and lifting and occasionally requires standing, walking, reaching with hands and arms, tasting or smelling, pushing or pulling and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions, frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals and exposure to confined spaces and occasionally requires working in high, precarious places, exposure to extreme cold (non-weather), exposure to the risk of electrical shock, working with explosives, exposure to vibration, wearing a self contained breathing apparatus and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Special Requirements

NIMS certified within one (1) year.

Certified ICS 100 and 700.

Pesticide Applicator license within one (1) year.

Class D wastewater license within one (1) year.

Valid driver's license in the State of Minnesota.

Class A drivers license required if using vacuum sewer cleaner.

Class B commercial driver's license within six (6) months, and ability to obtain a Class A commercial license.

Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.

Request for Council Action

Date: 11/03/2016

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

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request to Start New Employee at Higher Pay Rate

Background: The East Grand Forks Police Department is in the process of filling a Secretary/Dispatcher/Jailer position within our staff. We have completed the initial hiring process and are conducting the background investigation on our top candidate, Jodie Wagner. Ms. Wagner comes to us with extensive related experience and a significant educational background. Due to her experience and education we are requesting that the East Grand Forks City Council allow us to start Ms. Wagner above the entry level wage for this position. Entry Level for this position (Grade 9 Step 1) is \$33,870.14. I would recommend that Ms. Wagner start at Step 3 (\$35,652.78) or Step 4 (\$37,435.42). On a related note we do have an established practice where officers with significant experience can start at Step 3 on the Police Officer wage scale.

Recommendations: That the East Grand Forks City Council approve the hiring of Jodie Wagner as a Secretary/Dispatcher/Jailer at either Step 3 or Step 4 of pay Grade 9 on the City of East Grand Forks wage scale.

Enclosures: None

Request for Council Action

Date: 11/3/2016

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

Cc: File

From: Reid Huttunen

RE: 2017 Site Use Agreement between Lutheran Social Service Nutrition Program and Senior Center

Enclosed is the 2017 Site Use Agreement for the operation of the Lutheran Social Service Senior Nutrition Program offered at the Senior Center. The agreement has been reviewed by Senior Center Coordinator, Lynda Vanderhoof and City Attorney, Ron Galstad. No changes to the current agreement have been requested.

Recommendation:

Approve the 2017 Site Use Agreement.



Lutheran Social Service

for changing lives

October 21, 2016

Dear Site Facility Owner/Operator,

I am enclosing the 2017 site use agreement for your review and signature.
Please return the contract to our Moorhead Office in the self addressed envelope.

Keep a copy of the agreement for your files.

If you have any questions, I can be reached at 218.233.7521.

Thank you and we look forward to another very successful year as we partner with you to provide service to area seniors.

Sincerely,

Monica Douglas

Monica Douglas

Senior Program Director

LSS Senior Nutrition Program

715 North 11th Street, Suite #401C

Moorhead, MN 56560

218.233.7521

monica.douglas@lssmnorg

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2017**

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

This agreement made this ___ day of _____ 2016, by and between East Grand Forks Senior Center, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

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

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

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites observe New Year's Day, Thanksgiving Day and Christmas Day.

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

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

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

VII. The Company agrees to furnish the Nutrition Program information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

VIII. In the event of a disaster, the Company agrees to allow the Nutrition Program to use facilities for the preparation, serving and distribution of meals/food and in an extreme disaster for housing of disaster victims.

IX. The Company agrees to provide facilities and utilities free of charge to the Nutrition Program. Satellite sites receiving meals from a Central Kitchen site will be requested to provide reimbursement to the Central Kitchen site. Payment to be made directly to the Company.

X. In the event the Nutrition Program or the Company must cancel all or part of the terms of this agreement, the Company and the Nutrition Program will provide the other agency 30 days notice in writing. Upon written receipt by the Company from LSS, this agreement is subject to immediate termination by the Nutrition Program should federal, state, or local dollars be reduced or withdrawn.

XI. The Company agrees to allow the Nutrition Program use of the facility kitchen/dining areas for the term January 1, 2017 to December 31, 2017, to be used as a nutrition site for seniors on the following days/evenings: _____.

XII. Other: _____

XIII. **For Housing Projects only:** Please provide your tenant ratio of under 60 years of age _____% and over 60 year of age _____%.

LSS SENIOR NUTRITION PROGRAM

FACILITY OWNER/OPERATOR

Monica Douglas 10-21-16
Senior Program Director Date
715 North 11th Street, Suite #401C
Moorhead, MN 56560
218.233.7521
monica.douglas@lssmn.org

Signature Date

Print Name
538 Rhinehart Dr.
East Grand Forks, MN 56701
Address
218-773-0821
Phone
218-773-3017
Fax

E-mail