AGENDA
CITY COUNCIL
CITY OF EAST GRAND FORKS
APRIL 20, 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."

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of April 6, 2010.

2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of April 13, 2010.

SCHEDULED BID LETTINGS:

3. Consider adopting Resolution No. 10-04-44 a Resolution accepting and awarding bid for improvement for "2009 Assessment Job No. 2 – Paving – 17th Ave. SE" to Opp Construction for a base bid price of $237,787.60 and total base bid plus alternate bid price of $270,688.80.

SCHEDULED PUBLIC HEARINGS:

4. Public Hearing to adopt Resolution No. 10-04-45 a Resolution to consider the Enterprise Zone tax credits for 2010.

5. Public Hearing for "2010 Assessment Job No. 1 - Paving" – Point of Woods 5th Addition.

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.

6. Consider adopting Resolution No. 10-04-46 a Resolution approving the Intergovernmental Agreement amendment for the FY2010 Cost Allocation for the Fixed Route Bus Services.

7. Consider adopting Resolution No. 10-04-47 a Resolution declaring that the City of East Grand Forks acts as the legal sponsor for an application for the FY 2010/2011 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.

8. Consider approving the 2010 Airborne Custom Spraying Agreement for mosquito control.

9. Consider awarding the quote to Northwest Asphalt & Maintenance for $.49/foot for crack sealing repairs.

10. Consider awarding the quote to Comstock Custom Mowing for flood debris removal and cleanup.

11. Consider awarding the quote to H&S Construction for repair of manholes and catch basins to include associated curbing and panel replacement.

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

COMMUNICATIONS: NONE.

OLD BUSINESS: NONE.

NEW BUSINESS:

12. Consider adopting Resolution No. 10-04-48 a Resolution ordering improvements and preparation of plans and specifications for "2010 Assessment Job No. 1 – Paving – Point of Woods 5th Addition".

13. Consider approving the LELS Labor Agreement from January 1, 2010 through December 31, 2012.

CLAIMS:

14. Consider adopting Resolution No. 10-04-49 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 6008 for a total of $595.06 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 – April 27, 2010 – 5:00 PM – Training Room

Regular Meeting – May 4, 2010 – 5:00 PM – Council Chambers

Work Session – May 11, 2010 – 5:00 PM – Training Room

UNAPPROVED
MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, APRIL 6, 2010 – 5:00 PM

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for April 6, 2010 was called to order by Council President Dick Grassel at 5:04 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 (5:05 pm), Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Dan Boyce, Water & Light Manager; Nancy Ellis, Planning & Zoning; Michelle French, Executive Assistant; Ron Galstad, City Attorney; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; 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.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Regular Meeting" for the East Grand Forks, Minnesota City Council of March 16, 2010.

2. Consider approving the minutes of the "Work Session" for the East Grand Forks, Minnesota City Council of March 23, 2010.

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

Voting Aye: *DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.*
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 adopting Resolution No. 10-04-40 a Resolution designating polling places for the Primary Election, August 10, 2010 and the General Election, November 2, 2010.

4. Consider approving the application for a temporary on-sale liquor license for Knights of Columbus Convention Center to be held May 1, 2010 at Sacred Heart Social Hall and contract with Liberty Lanes for intoxicating liquor services.

5. Consider approving the application for a temporary on-sale liquor license for the Blue Line Club to be held May 8, 2010 at the Civic Center and contract with Liberty Lanes for intoxicating liquor services.

6. Consider approving the application for a Special Event for the Promotional Food Drive Traveling Salon Bus from 3:00 p.m. to 7:00 p.m. on April 23, 2010.

7. Consider adopting Resolution No. 10-04-41 a Resolution authorizing the submission of a grant application to the State of Minnesota Department of Employment and Economic Development under the business development infrastructure program.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE CONSENT MOTIONS NUMBER THREE (3) THROUGH SEVEN (7) AS SUBMITTED.

Voting Aye: *DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.*
Voting Nay: *None.*

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

8. The minutes of the Water, Light, Power and Building Commission for February 18, 2010.

9. The minutes of the Water, Light, Power and Building Commission for March 4, 2010.

COMMUNICATIONS:

10. Hiring of Jason Stordahl as the new Truck Driver to fill the vacancy starting March 17, 2010.

OLD BUSINESS: NONE.

NEW BUSINESS:

11. Consider adopting Resolution No. 10-04-42 a Resolution declaring adequacy of petition and set public hearing date for "2010 Assessment Job No. 1 – Paving – Point of Woods 5th Addition.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-04-42 A RESOLUTION DECLARING ADEQUACY OF PETITION AND SET PUBLIC HEARING DATE FOR "2010 ASSESSMENT JOB NO. 1 – PAVING – POINT OF WOODS 5TH ADDITION.

Voting Aye: *DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.*
Voting Nay: *None.*

CLAIMS:

12. Consider adopting Resolution No. 10-04-43 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 5856 for a total of $877.35 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 10-04-43 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 5856 FOR A TOTAL OF $877.35 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: *DeMers, Grassel, Tweten, Gregoire, Leigh, and Pokrzywinski.*
Voting Nay: *None.*
Abstain: *Buckalew.*

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

cme Electric Companies	Air Compressor/#170/Slush Boots/Barricade Lights	$1,098.78
dvanced Business Methods Inc	Copier Lease	$391.14
gri-Valley Grand Forks Petroleum	Unleaded Fuel/8000 Gallons	$20,040.00
ker Dave	Meal Reimbursement	$23.00
lbrecht Manufacturing	Labor & Supplies to Rep	$522.68

Alltel	Cell Phones March 2010	$501.93
Altru Health System	Blood Draw/A. Halldorson	$39.50
Altru Health Systems	BLS Cards/Manias	$6.00
American Tire Service	Flat Repair #128/Service	$156.38
American Traffic Safety Association	Traffic Safety Seminar/Stuart Kovar	$120.00
Ameripride Linen & Apparel Services	Custodial Services	$351.18
Bailey Nurseries Inc	Trees For Berms	$2,980.75
Baker & Taylor Co	Books	$370.79
Blue Cross Blue Shield of ND	Health Ins Payment	$4,977.20
Border States Electric Supply	Lamps	$170.19
Brad Buck Floor Care	Clean & Finish Floors	$225.00
Brodart Co	Books	$197.66
Bruce Jay	Clean DeMers Building	$75.00
Business Essentials	Paper/Labels/Tape	$112.94
C&L Pest Control	Sunshine Terrace	$133.13
Cardmember Service	Check Stock/Ink/Library Computers/Knight Foundation Grant	$852.53
Carlson Wayne	Refund for Deposit	$14.04
Carquest Auto Parts	Repair Parts/Pressure Washer/Grease System/Adaptor #170	$125.13
Cities Area Transit	Feb 2010 Dial-A-Ride	$2,088.00
Cole Papers Inc	Toilet Paper/Garbage Bags	$137.21
Country Inn & Suites Brooklyn Center	Thompson Lodging Training	$269.13
Crowne Plaza-St Paul Riverfront	Hotel Stay/D.Grassel/L. Stauss	$295.42
Cummins NPower LLC	Routine Maint/Generator Inspec/Lift Station	$8,931.83
Dakota Food Equipment	Popcorn	$41.33
Demco Educational Corp	Material Processing Supplies	$150.71
Diamond Cleaning Supply Richard Papenfuss	Wyp Alls/Cups/Glass Cleaner/Soap	$535.77
Diamond Lake Book Co	Books	$149.45
Display Sales Co	125th Anniversary Banners Rods & Hardware	$581.40
Dragich Mark	Mileage & Meal Reimb/Dist Meeting	$69.00
East Grand Floral	Funeral Flower Arrang./Howard R.	$66.26
East Side Travel Plaza	Propane	$13.40
EGF Firemen's Relief Association	Fire State Aid 2010	$3,000.00
Environmental Resource Association	WW pH Calibration	$87.10
Explorer Post #38	Squad Car Cleaning	$50.00
Exponent	Ent Zone TC/Ord 310/09AJ2/Traf Eng/Ohman/Flood Control	$987.51
Filter Care	Air Filter (Outer)#129	$46.58
Joan Sanders	Professional Services	$50,001.29
F&K Services	Custodial Services/Mats	$179.19
Staffaneys	File Cabinet	$288.56
Gale	Books	$194.21
Galstad Jensen & McCann PA	Civil Cases Billed to wrong account - move to correct fund	$0.00
Garden Hut Inc	X Air Compressor/#170 FRE	$375.79
George's Quick Printing	Notary Stamps/Michelle and Terry	$74.82

GF Herald	Ad for Flood Control - Traffic Eng/Flood Con Asst	$218.79
GF Welding & Machine	2 Door Stops	$2.63
Grand Cities Towing	Chev Sub-City Impound	$106.50
Grassel Richard	Reimb Meals/Mileage Leg Conf	$432.00
Greenberg Roofing	Snow Removal at VFW Arena Roof	$500.00
H2O Inc	Parts for Sprayer	$28.45
Hajicek Rick	Cleaning for March	$418.00
Hajicek Rod	Meal Remibursment	$8.25
Hardware Hank	Maint. Supplies	$877.35
Hawkins Chemical	Calibrate Gas Meters	$75.00
Hearn Jason	Gas Reimbursement	$31.00
Heartland Paper	Kleenex/Glass Cleaner/Bath Tissue/Towels	$391.22
Holiday Credit Office	Gas Fill	$87.27
Home of Economy	Hose Sprayer/Clamps	$38.18
House Of Vacuums	Bissell Style 1 & 7	$6.40
Hugo's	Tagboard/Acct XXX7503/Food Charge Acct End xxx8939	$55.66
Huizenga Scott	MCFOA Conference Remb/Safety & Loss Con Reimb/Lions	$629.04
ntegra Telecom	Long Distance Phones	$157.59
LG Architects	PD Building	$278.80
Knick Knack Paddywhacks	Reimbursement of Gift Certificates	$95.00
.aker Chemical	Lift Station Degreaser	$1,614.35
.eague of MN Cities	Patrol Subcription	$1,785.00
.eague of MN Cities	Workers Comp/Municipality Ins	$126,408.31
.iberty Business Systems	Copier Maint Contract	$73.59
.ithia Payment Processing	Rear End Lube #170/Latch/Lever #153	$305.66
MacQueen Equipment	X Drive Shaft Assy/#120	$1,824.41
Marco Inc	Copier Maintance	$285.83
Marco Net	Network Scanner Assistance	$54.00
Mark Cowger Construction	Ceiling Repair	$1,714.50
Marshall Cavendish	Books	$117.52
McDonald's of EGF	Prisioner Meals	$22.38
Micro-Marketing LLC	Books/CD Replacements	$187.72
Midcontinent Communications	Cable at Senior Center/Sunshine Terrace	$785.77
Mike's Pizza	EDHA Board Meeting	$64.19
Mitch Yoney Snow Removal	Snow Removal	$715.00
MN Chiefs of Police Assoc ETI	ETI Registration/Hedlund	$325.00
MN Dept of Labor & Industry	Elevator Operating Permit-Unit B/Unit A	$200.00
MN Dept of Public Safety	Training/Manias/Olson/Solem	$360.00
MN Dept of Revenue		
VOID****VOID****VOID***	Use Tax 0210/Sales Tax 0210	$499.00
MN Gov Finance Officers Association	2010 Membership Dues	$60.00
National User Group	SB User Group Fees	$50.00
Nelson Katie	Ice Show Supplies-Reimbursement	$46.95

Newman Signs	Signs for Equipment	$225.50
Northern Plumbing Supply	Drinking Fountain Handle	$134.29
Northern Safety Tech	X Back-Up Alarm	$48.86
O'Reilly Auto Parts	Shop Supplies/Lube/Brake Parts/Air Comp/Wheel Cyl	$1,186.44
Odland Fitzgerald Reynolds & Harbott PLLP	First Appearances	$484.00
Olsen Chain & Cable Inc.	Equipment for Floodwall	$2,424.35
Opp Construction	Yearly Service Agreement	$225.00
Orchard Richard	Retinax Grease (FLOOD)	$78.40
Pamida	Ice Show Supplies/ Towels	$38.84
Peak Performance	Toner/Labor	$297.15
Penworthy Company	Books	$50.94
Peterson Veterinarian Clinic P.C.	Pound Report Feb 2010	$269.40
Piche Tom	Reimbursement Gas	$75.00
Polk Directories	Fax Purchase Agreement - City Directory	$720.00
Praxair Distribution	Acetylene/Stargold/Onygen Cylinder	$190.82
Quality Books Inc	Books	$548.76
Quill Corp	Office Supplies	$1,088.27
Qwest	Phone Lines	$2,075.93
RDO Truck Centers	Repair Parts/#156	$103.10
Red River Snowmobile Club	Northern Lights Reimb	$7,525.56
Reed Business Information	Concrete Paving Ad/17th Ave SE	$263.22
Resharpit Inc	BladeSharpening - Zamboni	$79.00
RMB Environmental Lab Inc	4 Hr Composite Sample	$43.00
Safety Kleen Corp	Parts Washer Service	$456.73
Schafer Mark	PeeWee Legion Team -Gas Reimbursement	$52.00
Skinner Roofing	Snow Removal From Roof	$385.00
Spoor Tom	Meal & Mileage Reimbursement	$131.90
Spray Advantage	Tank For Sprayer	$60.09
Star Tribune	Newspaper Subscription	$234.00
Stauss Lynn	Reimburse Meals/Mileage/L.Stauss	$460.00
Steamatic of GF	Water Restoration	$1,297.51
Stone's Mobile Radio Inc	Labor Repair Microphone	$25.00
Streichers	Duty Belt/Uniforms/Mace/Name Tags	$1,381.50
Stuart's Towing	Tow to Town-DWI/Theft Recovery	$106.88
Szczepanski Darren	Reimburse Meals @ Training	$175.50
The Child's World Inc	Books	$50.85
Thomas Bouregy & Co	Books	$139.50
Thompson Dave	Reimburs for Meals at Training	$175.50
Tiger Direct.com	Computer Repair	$508.14
Todays Organized Living LLC	Clean Apartment	$93.72
True Temp	Install Backflow Preventor/Filters	$393.03
US Bearings & Drives	Bearings #125/#334	$205.26
US Figure Skating Association	Skating Badges	$35.00

'alley Truck	Hose Fitting/Toggle Switches/Inventory	$308.21
'ilandre Heating & A/C	Heating Repair In Meeting Room/Mtce	$190.22
Vall Street Journal	Newspaper Subscription	$398.48
Vater & Light Department	Public Services	$37,656.90
Vavra Ken	Puck Decals	$26.69
Veber James	Station Supplies	$38.78
Veissmans Designs for Dance	Ice Show Costumes	$527.84
Vizard's Enterprises Inc.	Custodial Services	$490.00
cel Energy	Public Services	$24,860.89
ee Medical Service	Refill First Aid Kit	$55.88
emke Ann M.	Artist Fee/Travel	$1,030.00
iegler	Equipment Rental 2/01/10-2/	$4,771.97
	Total	$338,934.02

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

Voting Aye: DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.
Voting Nay: None.

COUNCIL/STAFF REPORTS:

Mayor Stauss announced that Council President Grassel and himself went to the League Day at the Capitol. He stated that the TIP financing was agreed upon and hopefully the City can work with the Department of Natural Resources on an agreement for the Red River State Recreation Area on Thursday.

Council Vice President Tweten thanked Mr. Boyce for providing the Directory of Congress books to the Council. He informed City Council that Mr. Boppre has copies of the pictures of the lagoon site as well.

Council Member Leigh asked if the City was behind on street sweeping. Mr. Wachter stated that the City is actually two weeks ahead of schedule but there is a lot of sand on the streets.

Council President Grassel stated that it was a successful trip to the cities. He gave an update on the homes sold in East Grand Forks versus Grand Forks.

Mr. Huizenga announced that he will be working on a supplemental budget to close the gap of approximately $200,000 based on the LGA. He stated that the League of Minnesota Cities is still investigating on the sewer backup.

Mr. Galstad informed City Council that MMPA approached Water and Light about the wind site and asked the City to purchase the property.

Mr. Boppre stated that there is a lot of false information circling in the public about the sewer backup.

Ms Ellis informed City Council that Melanie Mendez, Census Liaison, will be in East Grand Forks on Thursday putting up yard signs and handing out t-shirts. She gave a brief census update.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADJOURN THE APRIL 6, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:20 P.M.

Voting Aye: *DeMers, Grassel, Buckalew, Tweten, Gregoire, Leigh, and Pokrzywinski.*
Voting Nay: *None.*

Scott Huizenga, City Administrator/Clerk-Treasurer

UNAPPROVED
WORK SESSION MINUTES
OF THE
EAST GRAND FORKS
CITY COUNCIL
TUESDAY, APRIL 13, 2010 – 5:00 PM

CALL TO ORDER

The Work Session of the East Grand Forks City Council for April 13, 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 (5:08 pm), Council Members Marc DeMers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.

STAFF PRESENT:

Greg Boppre, City Engineer; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.

DETERMINATION OF A QUORUM

1. Bid Results – 2009 Assessment Job No. 2 – Paving – 17th Ave SE – Greg Boppre

Mr. Boppre presented the bid results for 2009 Assessment Job No. 2. He recommended awarding the contract to the low bidder, Opp Construction, for a total of $270,688.80 including alternate 1 for a sidewalk on the west side of 17th Ave SE. Council Member Leigh asked why the sidewalk was not planned on the east side of the street. Mr. Boppre responded that the grade separations of that side of the streets greatly restricted sidewalk construction without significant modifications, although it could be done. Mayor Stauss asked why the City did not require the properties to have proper grading for sidewalk installation. Mr. Boppre said that the City has never required specific grades to the best of his recollection.

Council Vice President Tweten thanked Mr. Wachter for eliminating the sewer odor at the Master Lift Station. Mr. Wachter explained that the addition of a blower fan to lift station No. 5 "freshened" the waste water. This adds oxygen to the waste water system, thereby reducing, or eliminating, the hydrogen sulfide issue that leads to the odor and the hazardous gas.

2. Airborne Mosquito Spraying 2010 – John Wachter

Mr. Wachter presented the quotes for 2010 airborne mosquito spraying. The spraying will only be used as needed. It was used sparingly in 2009. The cost per acre increased $0.02 from 2009.

3. 2010 Crack Sealing – John Wachter

Mr. Wachter presented the bids for 2010 crack sealing. He recommended the low bidder, Northwest Asphalt, for the job.

4. Flood Cleanup Proposal – John Wachter

Mr. Wachter presented the 2010 flood cleanup bids. Comstock Custom Mowing was the low bidder. Mr. Wachter said that City crews have already performed some of the cleanup duty. Therefore, the bids are presented in unit prices, rather than as package bids.

5. 2010 Manhole & Catch Basin Repair – John Wachter

Mr. Wachter presented the bids for 2010 manhole and catch basic repair. Mr. Wachter recommended the low bidder, H&S Construction. Mr. Wachter added that larger, individual jobs will still come to City Council for approval.

ADJOURN

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER GREGOIRE, TO ADJOURN THE APRIL 13, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:42 P.M.

Voting Aye: *Grassel, Buckalew, Tweten, Gregoire, Leigh, Pokrzywinski, and DeMers.*
Voting Nay: *None.*

Scott Huizenga, City Administrator/Clerk-Treasurer

AGENDA ITEM # 3

Request for Council Action

Date: April 6, 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: Bid Results – 2009 Assessment Job No. 2 – Paving

Background:
The bid for the 2009 Assessment Job No. 2 – Paving, is next Tuesday, April 13, 2010 at 10:00 am. This project is the paving on 17th Avenue SE.

Recommendation:
I will bring the bid results to the Tuesday, April 13 City Council Work Session.

Enclosures:
N/A

RESOLUTION NO. 10 – 04 – 44

RESOLUTION ACCEPTING AND AWARDING BID FOR IMPROVEMENT

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

WHEREAS, pursuant to an advertisement for bids for the improvement of 2009 Assessment Job No. 2 – Paving, 17th Ave. SE, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

AND WHEREAS, it appears that Opp Construction is the lowest responsible bidder at a base bid price of $237,787.60 and total base bid plus alternate bid price of $270,688.80,

NOW THEREFORE, BE IT RESOLVED,

1. The Mayor and City Administrator are hereby authorized and directed to enter into the attached contract with Opp Construction in the name of the City of East Grand Forks for the improvement of 2009 Assessment Job No. 2 – Paving, 17th Ave. SE according to the plans and specifications therefore approved by the City Council and on file in the administration office.

2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: April 20, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 20th of April, 2010.

Mayor

2009 ASSESSMENT JOB NO. 2
PAVING - 17TH AVE SE
EAST GRAND FORKS, MN

BID DATE: APRIL 13, 2010 10:00 AM

ENGINEERS ESTIMATE: $264,000

CONTRACTOR	Addendum (1)	Bid Bond (5%)	TOTAL BASE BID	TOTAL ALTERNATE BID	TOTAL BASE + ATLERNATE BID
CS DUBOIS CONSTRUCTION 45 21st Ave E, Unit A West Fargo, ND 58078					
H&S CONSTRUCTION 17279 US Hwy 59 NE Thief River Falls, MN 56701					
✓ **OPP CONSTRUCTION** PO Box 13530 Grand Forks, ND 58208-3530	✓	✓	237,787.60		270,688.85
✓ **PARAS CONTRACTING** PO Box 9973 Fargo, ND 58106	✓	✓	267,834.50		294,494.15
RJ ZAVORAL AND SONS PO Box 435 East Grand Forks, MN 56721					
✓ **STRATA CORP** PO Box 13500 Grand Forks, ND 58203	✓	✓	266,491.00		295,267.00

TI-ZACK CONCRETE, INC. 393522 221st Ave LeCenter, MN 56057	✓	✓	252,758.00		282,906.75
TONY ANDERSON CONSTRUCTION 2097 N 42nd Street Grand Forks, ND 58203	✓	✓	423,983.88		456,715.38

EDHA
ECONOMIC DEVELOPMENT HOUSING AUTHORITY
P.O. Box 439 • East Grand Forks, MN 56721
Office: 218-773-2371 • Fax: 218-773-9331

NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of East Grand Forks, Minnesota will hold a public hearing to consider the following application(s) received by the City for possible Enterprise Zone tax credits:

Folson Farms, Inc.
Boardwalk Bar & Grill, Inc
(others)

The public hearing will ne held on Tuesday, April 20, 2010, at 5:00 p.m., or as soon as possible thereafter in the Council Chambers of City Hall, located at 600 DeMers Avenue NW.

Any individual requiring special accommodations to allow access of participation at this meeting is asked to notify the ADA Coordinator at 218-773-2208 prior to the meeting.

Scott Huizenga, Administrator/Clerk-Treasurer
City of East Grand Forks, Minnesota

(March 10, 2010)
(March 17, 2010)

RESOLUTION NO. 10 – 04 – 45

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

WHEREAS, The City Council of the City of East Grand Forks, Minnesota, has passed Resolution No. 83-8-54 establishing a program as authorized by M.S.A. Section 273.13; and

WHEREAS, The City Council has passed Resolution No. 86-7-65, which established policies to be used as guidelines for administrating the program, except for provisions amended by state law; and

WHEREAS, Applications for possible border city enterprise zone tax credits have been received; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the businesses which applied and were itemized on the 2010 East Grand Forks Border City Tax Report are hereby approved to receive property classification of 3-B employment property and to receive the tax credit amounts set out therein respectively for a total tax credit amount of $50,000, which report is hereby adopted by reference and ordered filed in the Office of the Administration and Finance.

BE IT FURTHER RESOLVED, That the following enterprise zone credits in designated target zones, by the following named applicant, are hereby approved and ordered distributed:

A. Boardwalk Bar & Grill Inc.	$25,000
B. Folson Farms Inc	$25,000

BE IT FURTHER RESOLVED, That the credit distributions are subject to the policies set forth in prior enterprise zone resolutions; and

BE IT FURTHER RESOLVED, That the approved applications and 2010 East Grand Forks Border City Tax Report, as adopted by reference, be submitted to the Minnesota Department of Employment and Economic Development for consideration and approval.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: April 20, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 20th of April, 2010.

Mayor

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

NOTICE OF PUBLIC HEARING

ON PROPOSED IMPROVEMENTS "2010 ASSESSMENT JOB. NO. 1"
STREET PAVING

Notice is hereby given that on Tuesday, April 20, 2010 at 5:00 PM, or as soon as possible thereafter, in the Council Chambers of the East Grand Forks City Hall, located at 600 DeMers Avenue NW, the City Council will hold a Public Hearing on proposed paving improvements to serve **Point of Woods 5th Addition**. A reasonable estimate of the impact of the assessment will be available at the hearing.

The project will be constructed in the following area:

- **Point of Woods 5th Addition**

Total estimated cost of the project is: $271,818.75

Estimated front benefit assessment rates for the improvements would be: $107.85/foot

The areas proposed to be assessed for the said improvements are as follows:

Point of Woods 5th Addition

Block 1	Lots 1-12
Block 2	Lot 6 and Lots 10-14
Block 2	Replat of Lots 7, 8, and 9

By Order of the City Council
Scott Huizenga, City Administrator/Clerk-Treasurer
City of East Grand Forks, Minnesota
(Publish April 7, 2010 & April 14, 2010)

The City of East Grand Forks is an Affirmative Action Equal Opportunity Employer.

2010 ASSESSMENT JOB No. 1 - PAVING
EAST GRAND FORKS, MINNESOTA
ASSESSMENT ROLL

PARCEL No.	OWNER	DESCRIPTION	FRONT FOOTAGE	PAVING BENEFIT $107.850460	TOTAL ASSESSMENT BEFORE INTEREST	
POINT OF WOODS 5TH ADDITION						
R 83.04199.00	ROBERT E & JEANINE H PEABODY	Lot-001 Block-001	89.37	$9,638.60	$9,638.60	
R 83.04200.00	ROBERT E & JEANINE H PEABODY	Lot-002 Block-001	111.60	$12,036.11	$12,036.11	
R 83.04201.00	MICHAEL J & HEATHER L BERGERON	Lot-003 Block-001	112.85	$12,170.92	$12,170.92	112.85
R 83.04202.00	DEREK & REBECCA TODD	Lot-004 Block-001	112.12	$12,092.19	$12,092.19	
R 83.04203.00	EAST GRAND FORKS CITY	Lot-005 Block-001	181.90	$19,617.99	$19,617.99	
R 83.04204.00	TOM & BRENDA MCDONALD	Lot-006 Block-001	129.17	$13,931.04	$13,931.04	129.17
R 83.04205.00	ROBERT E & JEANINE H PEABODY	Lot-007 Block-001	125.25	$13,508.27	$13,508.27	
R 83.04206.00	BENJAMIN J & KELEIGH J MOEN	Lot-008 Block-001	124.99	$13,480.23	$13,480.23	124.99
R 83.04207.00	STEVEN R & LINDA M EMERY	Lot-009 Block-001	124.99	$13,480.23	$13,480.23	124.99
R 83.04208.00	JOHN S & TAMARA K KINZLER	Lot-010 Block-001	151.91	$16,383.55	$16,383.55	151.91
R 83.04209.00	ROBERT E & JEANINE H PEABODY	Lot-011 Block-001	126.65	$13,659.26	$13,659.26	
R 83.04210.00	WILLIAM M & MOLLY M FREDLUND	Lot-012 Block-001	114.02	$12,297.11	$12,297.11	114.02
R 83.04216.00	ROBERT E & JEANINE H PEABODY	Lot-006 Block-002	120.97	$13,046.67	$13,046.67	
R 83.04220.00	ROBERT E & JEANINE H PEABODY	Lot-010 Block-002	111.97	$12,076.02	$12,076.02	
R 83.04221.00	ROBERT E & JEANINE H PEABODY	Lot-011 Block-002	109.96	$11,859.24	$11,859.24	
R 83.04222.00	ROBERT E & JEANINE H PEABODY	Lot-012 Block-002	109.96	$11,859.24	$11,859.24	
R 83.04223.00	ROBERT E & JEANINE H PEABODY	Lot-013 Block-002	109.99	$11,862.47	$11,862.47	
R 83.04224.00	GALEN & JOELLEN CARIVEAU	Lot-014 Block-002	100.28	$10,815.24	$10,815.24	100.28
	SUBTOTAL POINT OF WOODS 5th ADDITION		**2167.95**	**$233,814.38**	**$233,814.38**	
REP L 7,8,9, B 2 PT WOODS 5TH						
R 83.04367.00	PHILIP L & ALISSA A KNUTSON	Lot-00A (EX SLY 20.14FT)	123.55	$13,324.92	$13,324.92	123.55
R 83.04368.00	PHILIP L & ALISSA A KNUTSON	Lot-00A SLY 20.14FT	20.14	$2,172.11	$2,172.11	20.14
R 83.04369.00	ROBERT E & JEANINE H PEABODY	Lot-00B	106.28	$11,462.35	$11,462.35	
R 83.04370.00	ROBERT E & JEANINE H PEABODY	Lot-00C	102.41	$11,044.97	$11,044.97	
	SUBTOTAL REP L 7,8,9, B 2 PT WOODS 5TH		**352.38**	**$38,004.35**	**$38,004.35**	1001.9
		GRAND TOTALS	**2520.33**	**$271,818.73**	**$271,818.73**	39.75%

AGENDA ITEM # 6

Request for Council Action

Date: July 28, 2008

To: East Grand Forks City Council and Mayor Lynn Stauss

Cc: File

From: Earl Haugen, Executive Director

RE: FY2010 Cost Allocation for Fixed Route Bus Service Amendment

---

Recommended Motion: Approve the Intergovernmental Agreement Amendment for the FY2010 Cost Allocation for the Fixed Route Bus Services.

BACKGROUND: The City has entered into a Five Year Intergovernmental Agreement for Fixed Route Bus service. The agreement was from January 1, 2006 to December 31, 2010. Within the contract is a provision that annually, the two Cities agree to adjust the cost allocations for the Fixed Route Service. The next update is for FY2011.

FINDINGS AND ANALYSIS:

- The Intergovenmental Agreement with the City of Grand Forks covers a five year period.
- Annually, the contract provides for an adjustment in the cost allocations.

SUPPORT MATERIALS:

- Intergovernmental Agreement Amendment
- FY2010 Cost Allocation Report
- City of Grand Forks staff report.

City of Grand Forks
City Council Staff Report
Committee of the Whole: April 12, 2010
City Council: April 19, 2010

Agenda Item: 2010 Expense Forecast Amendment for Public Transportation Services with East Grand Forks

Recommended Council Action: Approve 2010 Expense Forecast Amendment for Public Transportation Services with East Grand Forks.

BACKGROUND:
The City of Grand Forks has been providing public transportation service to East Grand Forks since 1990. The Cities of Grand Forks and East Grand Forks currently have a five-year agreement from January 1, 2006 to December 31, 2010 regarding public transportation services, which provides for annual expense renewal amendments. The Joint Powers Agreement allows for amendments and the next update of the Joint Powers Agreement will be in FY 2011.

FINDINGS:
- The estimated net operating cost to EGF is $236,426. This estimate is based on the approved FY 2010 budget and represents a cost share of the entire system. Cost estimates reflect a scenario that assumes that all operating dollars will be expended. Historically, Cities Area Transit has had a carryover of funds at the end of the fiscal year thus the East Grand Forks share has always been less than the estimate. This financial model has been in effect since 1990 and was initially setup with the assistance of the FTA when the public transportation service agreement first was initiated between the Cities of Grand Forks and East Grand Forks.

SUPPORT MATERIALS:
- 2010 Expense Forecast For Transportation Services, East Grand Forks

Respectfully Submitted: _____
Todd Feland, Director of Public Works

Respectfully Submitted: Dale Bergman
Dale Bergman, Superintendent Public Transportation

RESOLUTION NO. 10 – 04 - 46

2010 Expense Forecast for Transportation Service

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

WHEREAS, the City of East Grand Forks, Minnesota has entered into a five-year transportation service contract agreement with Grand Forks, North Dakota on January 1, 2006 and expires on December 31, 2010.

WHEREAS, said Agreement requires forecasting of expenses annually.

WHEREAS, the Public Transportation Department has attached forecast expenses for FY2010.

NOW THEREFORE, it is hereby agreed by and between the parties that said transportation service agreement entered into by and between the parties shall continue into FY2010 with the attached expense forecast and all conditions set forth therein.

The President declared the resolution passed.

Passed: April 20th, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 20th of April, 2010.

Mayor

2010 Expense Forecast for
Transportation Service, City of East Grand Forks

WHEREAS, the City of Grand Forks, North Dakota has entered into a five-year transportation service contract agreement with East Grand Forks, MN on January 1, 2006 and expires on December 31, 2010.

WHEREAS, said Agreement requires forecasting of expenses annually.

WHERAS, the Public Transportation Department has attached forecast expenses for FY2010.

NOW THEREFORE, it is hereby agreed by and between the parties that said transportation service agreement entered into by and between the parties shall continue into FY2010 with the attached expense forecast and all conditions set forth therein. *(See attached spreadsheet of anticipated service cost for FY 2010).*

CITY OF GRAND FORKS, ND

By:_____
(Signature)

Title:_____
Michael Brown, Mayor

Date_____

CITY OF EAST GRAND FORKS, MN

By: _____
(Signature)

Title:_____
Lynn Stauss, Mayor

Date_____

CITY OF GRAND FORKS, ND

ATTEST:

By:_____
Saroj Jerath, Interm Dir. Finance

Date_____

CITY OF EAST GRAND FORKS,MN

ATTEST:

By:_____
Scott Huizenga, City Administrator

Date_____

COST ALLOCATION MODEL - OPERATING BUDGET

Basis of Assignment	Total Expenses Assigned	Percentage of Total Cost	Total Operating Statistics	Unit Cost
Vehicle Hours	$925,345	48.15%	27,707	$33.3974 (a)
Vehicle Miles	$545,484	28.39%	405,348	$1.34572 (b)
Peak Vehicle	$450,902	23.46%	9	$50,100 (c)
	$1,921,731			

***Annual Cost - Grand Forks =** ($33.3974 x 24,166) = 807,082 (1.34572 x 350,534) =471,721 ($50,100 x 8) = 400,800 ($807,082+ $471,721 + $400,800) = **$1,679,603**

Annual Cost - East Grand Forks =** ($33.3974 x 3,541) = 118,260 (1.34572 x 54,814) = 73,764 ($50,100 x 1) = 50,100 ($118,260 + $73,764 + $50,100) = **$242,124

**Some slight differences will occur due to rounding throughout.*

(a) From December 2009 bus schedules and estimated tripper service hours (H1 and H2 only)

(b) From actual Distance Measuring Meter reading (on-board vehicle computer).

(c) Cities Area Transit, including service to East Grand Forks.

OPERATING BUDGET

	TOTAL COST	G.F. SHARE	EGF SHARE
1. Vehicle Hours (Drivers)	$925,345	$807,085	$118,260
2. Vehicle Miles	$545,484	$471,720	$73,764
3. Peak Vehicle	$450,902	$400,802	$50,100
GRAND TOTAL	**$1,921,731**	**$1,679,607**	**$242,124**

Percentages assigned each area:	G.F. Share	E.G.F. Share	TOTAL %
Vehicle Hours	87.220%	12.780%	100.00% *
Vehicle Miles	86.477%	13.523%	100.00% *
Peak Vehicle	88.889%	11.111%	100.00% *

**** Some slight differences will occur due to rounding thoughout.***

RESOLUTION NO. 10 – 04 - 47

A RESOLUTION DECLARING THAT THE CITY OF EAST GRAND FORKS ACT AS THE LEGAL SPONSOR FOR AN APPLICATION FOR THE FY 2010/2011 FUNDING TO THE STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE TRAIL MAINTENANCE OF SNOWMOBILE TRAILS MANAGED BY THE RED RIVER SNOWMOBILE CLUB.

Council Member ___, supported by Council Member ___, introduced the following Resolution and moved its adoption:

BE IT RESOLVED, that City of East Grand Forks will act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance of snowmobile/ski trails managed by the Red River Snowmobile Club.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the City of East Grand Forks may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that City Administrator/Clerk-Treasurer, is hereby authorized to serve as the fiscal agent for the above referenced project.

Voting Aye:
Voting Nay: None.
Absent: None.

The President declared the resolution passed.

Passed: April 20, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 20th of April, 2010.

Mayor

AGENDA ITEM # 8

Request for Council Action

Date: 3/30/10

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: John Wachter

RE: Airborne Mosquito Spraying 2010

Background and supporting documentation of request:

Airborne Custom Spaying will provide aerial mosquito spraying for 855 acres of city property along the rivers. The cost will be 2.65/acre. This equates to $2,265 per event. This is a $.20/acre increase over 2009.

Recommendation:

Approve agreement for Airborne Custom Spraying to provide aerial spraying.

AIRBORNE
CUSTOM SPRAYING
MOSQUITO CONTROL • CROP SPRAYING • CANKER WORM CONTROL

March 1, 2010

Mr. Stuart Kovar
City of East Grand Forks
1001 2ND ST NE
East Grand Forks, MN 56721

Dear Stuart,

In preparation for the 2010 season the required forms are included in this packet for the signatures of authorization. I appreciate your attentiveness to these documents and trust that you will review and return promptly. I look forward to our working together again this year. In 2007 you appointed the management of the applications to Todd Hansen in Grand Forks. This arrangement worked just fine for us and if you prefer to continue this way please send a note indicating your intentions when you return your other documents. The benefit to both cities when aerially applying the river corridor is a great accomplishment to the overall programs for both sides. We appreciate your efforts in this way and continue to extend our discounted price of $2.65 per acre to East Grand Forks. Please let me know if there are any other improvements we can make with our services to accommodate your satisfaction. Thank you for your past support and we look forward to serving you in 2010.

Sincerely,

Dean Solum

Dean Solum

1507 Hwy 21, Halstad, MN 56548 • Telephone: 218-456-2465 • Fax: 218-331-2456

AUTHORIZATION APPLICATION

I understand that Airborne Custom Spraying is required to obtain the approval for aerial spraying over the city of East Grand Forks by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the Federal Aviation Administration to Airborne Custom Spraying. This application must be signed by the mayor of this city.

_____

Authorized Signature

Mayor of City

_____

Date

Please fill out application as soon as possible and send to Airborne Custom Spraying for processing and filing.

Expiration Date: October 1, 2010

AERIAL MOSQUITO CONTROL CONTACT SHEET
FOR
East Grand Forks, MN

Billing Address _____

_____

County _____

Acres _____

Contact Person 1 _____

Phone # (W) _____

(H) _____

(C) _____

Contact Person 2 _____

Phone # (W) _____

(H) _____

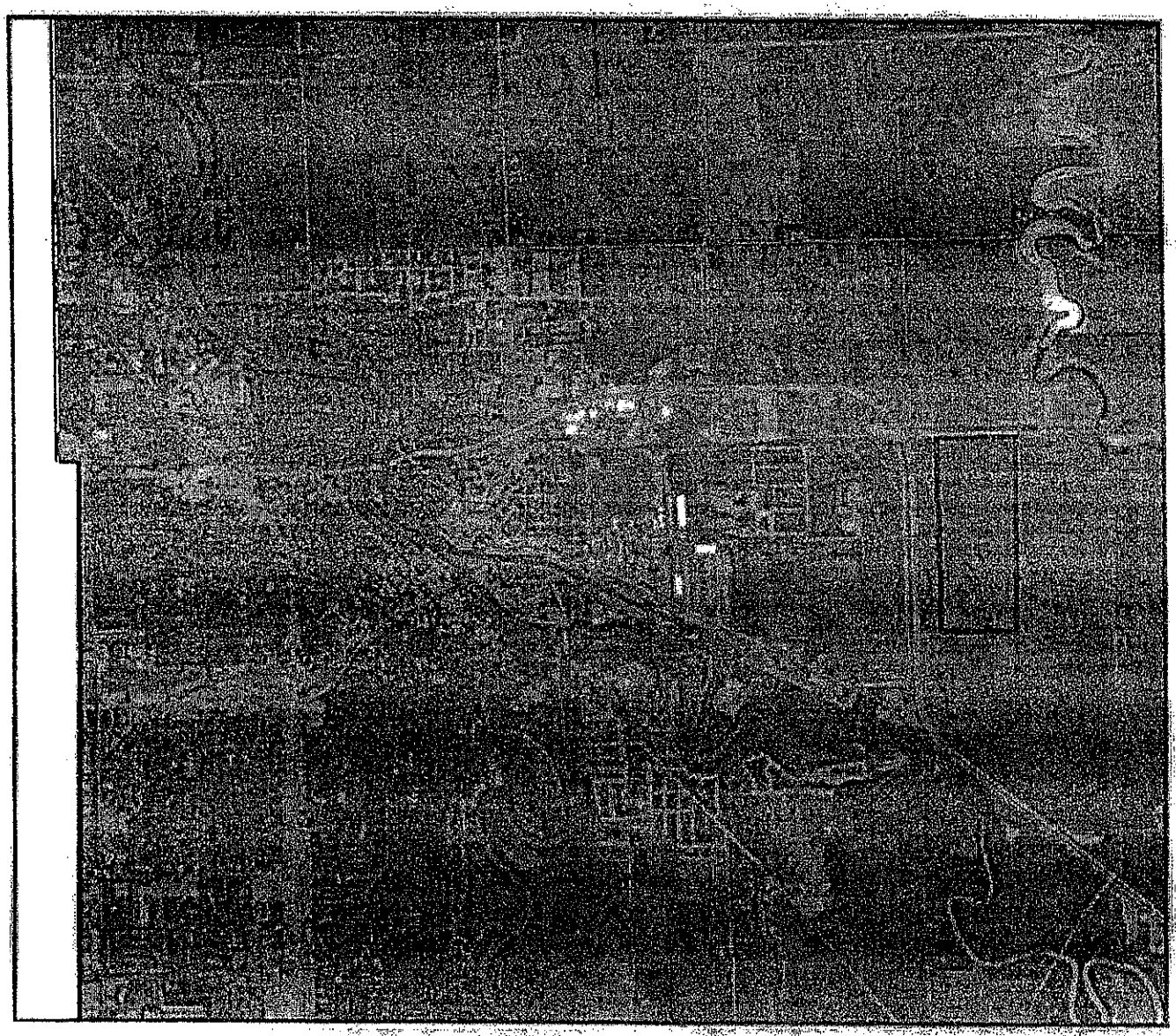
(C) _____

Mayor of City _____

Phone # (W) _____

(H) _____

(C) _____



EAST GRAND FORKS, MN

Proposed Spray Area

Summer 2010

Please use a green highligher to draw proposed spray area Include the amount of acreage to be sprayed

Mark any vertical obstructions with an asterisk * and highlight with orange Enter the height of the obstruction next to the *

Draw and label with a blue highlighter any agricultural fields which may be used for emergency landings and/or dump sites

Color Key

Green - Spray Area

Blue - Emergency Landing

Orange - High Obstruction

N

W E

S

AIRBORNE

AGENDA ITEM # 9

Request for Council Action

Date: 3-30-10

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: John Wachter

RE: 2010 Crack Sealing

Crack seal approximately 30,000 feet of streets. This is budgeted in 2010 street repair (101-43-120-45300).

Recommendation – Award job to Northwest Asphalt and Maintenance for $.49/foot.

Northwest Asphalt & Maintenance

26045 290th ave ne
Goodridge, MN 56725

Estimate

Date	Estimate #
3/29/2010	3

Name / Address
East Grand Forks Attn: John Wachter

Project

Description	Qty	Rate	Total
Our process of crack sealing goes in this order. First we router out all cracks to a depth of 3/4 inch by 3/4 wide. Then we blow all debris from cracks with compressed air, so cracks are clean. We will use a heat lance to dry cracks. When cracks are dry and clean we fill them with a hot crafco rubberized sealant that meets MN Dot Spec #3723. It works very well and is very durable. When the rubber has been applied we paper the hot rubber to protect until dry. This estimate is by the foot Standard 1yr warranty. Payment within 30 days of completion		0.49	0.49

Please call Jason Kangas with any questions. 218-686-5824. Fax# is 218-378-4672

Total $0.49

Proposal

Minn-Dak Asphalt Inc.
423 West Zeh Street
Thief River Falls, MN 56701
Phone 218-681-4300 • Fax 218-681-4320

3504

PROPOSAL SUBMITTED TO: City of East Grand Forks	PHONE	DATE: 3-28-10
STREET: 600 Demers Av.	JOB NAME	
CITY, STATE AND ZIP CODE: E.G.F's	JOB LOCATION	
ARCHITECT / DATE OF PLANS	Fax 218-773-5615	JOB PHONE

We hereby submit specifications and estimates for:

30000+ Ft of sealing cracks

.50 A L.F.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars ($_____).

Payment to be made as follows: *Late payment 1fl% per month*

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Mike S

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

AGENDA ITEM # 10

Request for Council Action

Date: 4-7-10

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: John Wachter

RE: 2010 Flood Cleanup

We received three proposals for flood cleanup(see attached). Constock Custom Mowing was the lowest.

Recommendation – Approve Comstock Custom Mowing for flood debris removal and cleanup.

Project #1003 - Items for 2010 Flood Cleanup

QUANTITY	DESCRIPTION	RUZAVORAL & SONS INC			FLORIAN & SONS EXCAVATING			COMSTOCK CUSTOM MOWING		
		UNIT	UNIT PRICE	TOTAL	UNIT	UNIT PRICE	TOTAL	UNIT	UNIT PRICE	TOTAL
100	Organic Debris Removal	TN	$ 105.00	$ 10,500.00	TN	$ 110.00	$ 11,000.00	TN	$ 21.50	$ 2,150.00
2	Inorganic Debris Removal	TN	$ 200.00	$ 400.00	TN	$ 210.00	$ 420.00	TN	$ 295.25	$ 590.50
25	Silt Removal	TN	$ 57.00	$ 1,425.00	TN	$ 55.00	$ 1,375.00	TN	$ 21.50	$ 537.50
1	Asphalt Repairs	TN	$ 1,000.00	$ 1,000.00	TN	$ 385.00	$ 385.00	TN	$ 1,550.00	$ 1,550.00
8	Trail Cleaning	MI	$ 575.00	$ 4,600.00	MI	$ 155.00	$ 1,240.00	MI	$ 1,320.00	$ 10,560.00
2	Outfall Cleaning	EA	$ 2,500.00	$ 5,000.00	EA	$ 700.00	$ 1,400.00	EA	$ 495.00	$ 990.00
1	Clean Debris from 10th St SE Coulee	EA	$ 6,000.00	$ 6,000.00	EA	$ 5,000.00	$ 5,000.00	EA	$ 3,495.00	$ 3,495.00
1	North Pedestrian Bridge	EA	$ 2,800.00	$ 2,800.00	EA	$ 1,000.00	$ 1,000.00	EA	$ 1,995.00	$ 1,995.00
2	Boat Ramps	EA	$ 2,500.00	$ 5,000.00	EA	$ 1,000.00	$ 2,000.00	EA	$ 495.00	$ 990.00
1	Laborer	HR	$ 55.00	$ 55.00	HR	$ 54.00	$ 54.00	HR	$ 28.00	$ 28.00
1	Riprap	CY	$ 75.00	$ 75.00	CY			CY		

* These are estimated amounts

** Repairs to trails and outfalls are undetermined due to water level

AGENDA ITEM # 11

Request for Council Action

Date: 4-7-10

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: John Wachter

RE: 2010 Manhole and Catch Basin Repair

We received proposals for 2010 manhole and catch basin repairs (see attached). H&S Construction was the lowest quoted price. The repairs also include any associated panels along with curb and gutter.

Recommendation – Approve H&S Construction for repair of manholes and catch basins to include associated curbing and panel replacement.

CITY OF EAST GRAND FORKS, MINNESOTA
REQUEST FOR PROPOSAL

Name and Address of Contractor

OPP Construction LLC
P.O. Box 13530
Grand Forks, ND 58208-3530
(701) 775-3322

PLEASE QUOTE US YOUR PRICE ON THE ITEMS LISTED BELOW AND RETURN THIS FORM TO:

PUBLIC WORKS DEPARTMENT
1001 2ND ST NE
EAST GRAND FORKS, MN 56721
FAX 218-773-5615
Email publicworks@eastgrandforks.net

SUMBITTED BY: _____ (Signature) GREG OPP president

Project #1004 - Items for 2010 Street Improvements

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
12	Catch Basins w/chimney seal	EA	1200*	14400*
12	Sanitary Manhole w/chimney seal	EA	1200*	14400*
12	Storm Water Manhole w/chimney seal	EA	1200*	14400
	Associated curb and gutter replacement	LF	35*	
	Associated concrete panel replacement (10'x10'x7" concrete panel)	SY	75*	
	* These are all estimated amounts			
	TOTAL			43200

The City reserves the right to accept or reject any or all proposals or part thereof, and to accept one or more items.

Prices are F.O.B. East Grand Forks , MN - Destination
Rates are valid for 120 Days

Contractor shall be responsible for meeting all city operations requirements for street improvements. Please provide rates on any item not listed that you feel may be needed to completed. You may be called on to provide the quantity proposed or less as according to the needs of the City of East Grand Forks Public Works Department.

All work must be in accordance with guidelines set out by the City of East Grand Forks.

Submitted By: GREG OPP president
(Printed Name of Company Representative)

_____
(Signature of Company Representative)

Date: 4-8-2010

CITY OF EAST GRAND FORKS, MINNESOTA
REQUEST FOR PROPOSAL

Name and Address of Contractor

H & S Construction of TRF Inc
17279 Hwy 59 NE
Thief River Falls Mn 56701

PLEASE QUOTE US YOUR PRICE ON THE ITEMS LISTED BELOW AND RETURN THIS FORM TO:

PUBLIC WORKS DEPARTMENT
1001 2ND ST NE
EAST GRAND FORKS, MN 56721
FAX 218-773-5615
Email publicworks@eastgrandforks.net

SUMBITTED BY: Robert Audette
(Signature)

Project #1004 - Items for 2010 Street Improvements

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
12	Catch Basins w/chimney seal	EA	650	
12	Sanitary Manhole w/chimney seal	EA	650	
12	Storm Water Manhole w/chimney seal	EA	650	
	Associated curb and gutter replacement	LF	25.00	
	Associated concrete panel replacement	CY		
	(10'x10'x7" concrete panel)	11.11 Sq	55.00	
	Per square yd.			
	* These are all estimated amounts			
	TOTAL			

The City reserves the right to accept or reject any or all proposals or part thereof, and to accept one or more items.

Prices are F.O.B. East Grand Forks , MN - Destination
Rates are valid for 120 Days

Contractor shall be responsible for meeting all city operations requirenments for street improvements. Please provide rates on any item not listed that you feel may be needed to completed. You may be called on to provide the quantity proposed or less as according to the needs of the City of East Grand Forks Public Works Department.

All work must be in accordance with guidelines set out by the City of East Grand Forks.

Submitted By: Robert Audette
(Printed Name of Company Representative)

Robert Audette
(Signature of Company Representative)

Date: 4-5-2010

RESOLUTION NO. 10 – 04 - 48

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS & SPECIFICATIONS

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

WHEREAS, a resolution of the city council adopted the 20th day of April, 2010, to 2010 Assessment Job No. 1 – Paving – Point of Woods 5th Addition;

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 20th day of April, 2010.

3. FS Engineering is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

4. Funding will be available through Special Assessments.

5. The City Council declares its official intent to reimburse itself for the excess costs of the improvement from the proceeds of a tax exempt bond if necessary.

Voting Aye:
Voting Nay: None.
Absent: None

The President declared the resolution passed. Passed: April 20, 2010

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 20th of April, 2010.

_____
Mayor

2010 ASSESSMENT JOB No. 1 - PAVING
EAST GRAND FORKS, MINNESOTA
ASSESSMENT ROLL

PARCEL No.	OWNER	DESCRIPTION	FRONT FOOTAGE	PAVING BENEFIT $107,850460	TOTAL ASSESSMENT BEFORE INTEREST	
POINT OF WOODS 5TH ADDITION						
R 83.04199.00	ROBERT E & JEANINE H PEABODY	Lot-001 Block-001	89.37	$9,638.60	$9,638.60	
R 83.04200.00	ROBERT E & JEANINE H PEABODY	Lot-002 Block-001	111.60	$12,036.11	$12,036.11	
R 83.04201.00	MICHAEL J & HEATHER L BERGERON	Lot-003 Block-001	112.85	$12,170.92	$12,170.92	112.85
R 83.04202.00	DEREK & REBECCA TODD	Lot-004 Block-001	112.12	$12,092.19	$12,092.19	
R 83.04203.00	EAST GRAND FORKS CITY	Lot-005 Block-001	181.90	$19,617.99	$19,617.99	
R 83.04204.00	TOM & BRENDA MCDONALD	Lot-006 Block-001	129.17	$13,931.04	$13,931.04	129.17
R 83.04205.00	ROBERT E & JEANINE H PEABODY	Lot-007 Block-001	125.25	$13,508.27	$13,508.27	
R 83.04206.00	BENJAMIN J & KELEIGH J MOEN	Lot-008 Block-001	124.99	$13,480.23	$13,480.23	124.99
R 83.04207.00	STEVEN R & LINDA M EMERY	Lot-009 Block-001	124.99	$13,480.23	$13,480.23	124.99
R 83.04208.00	JOHN S & TAMARA K KINZLER	Lot-010 Block-001	151.91	$16,383.55	$16,383.55	151.91
R 83.04209.00	ROBERT E & JEANINE H PEABODY	Lot-011 Block-001	126.65	$13,659.26	$13,659.26	
R 83.04210.00	WILLIAM M & MOLLY M FREDLUND	Lot-012 Block-001	114.02	$12,297.11	$12,297.11	114.02
R 83.04216.00	ROBERT E & JEANINE H PEABODY	Lot-006 Block-002	120.97	$13,046.67	$13,046.67	
R 83.04220.00	ROBERT E & JEANINE H PEABODY	Lot-010 Block-002	111.97	$12,076.02	$12,076.02	
R 83.04221.00	ROBERT E & JEANINE H PEABODY	Lot-011 Block-002	109.96	$11,859.24	$11,859.24	
R 83.04222.00	ROBERT E & JEANINE H PEABODY	Lot-012 Block-002	109.96	$11,859.24	$11,859.24	
R 83.04223.00	ROBERT E & JEANINE H PEABODY	Lot-013 Block-002	109.99	$11,862.47	$11,862.47	
R 83.04224.00	GALEN & JOELLEN CARIVEAU	Lot-014 Block-002	100.28	$10,815.24	$10,815.24	100.28
	SUBTOTAL POINT OF WOODS 5th ADDITION		**2167.95**	**$233,814.38**	**$233,814.38**	
REP L 7,8,9, B 2 PT WOODS 5TH						
R 83.04367.00	PHILIP L & ALISSA A KNUTSON	Lot-00A (EX SLY 20.14FT)	123.55	$13,324.92	$13,324.92	123.55
R 83.04368.00	PHILIP L & ALISSA A KNUTSON	Lot-00A SLY 20.14FT	20.14	$2,172.11	$2,172.11	20.14
R 83.04369.00	ROBERT E & JEANINE H PEABODY	Lot-00B	106.28	$11,462.35	$11,462.35	
R 83.04370.00	ROBERT E & JEANINE H PEABODY	Lot-00C	102.41	$11,044.97	$11,044.97	
	SUBTOTAL REP L 7,8,9, B 2 PT WOODS 5TH		**352.38**	**$38,004.35**	**$38,004.35**	1001.9
		GRAND TOTALS	**2520.33**	**$271,818.73**	**$271,818.73**	39.75%

13

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

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

JANUARY 1, 2010

through

DECEMBER 31, 2012

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ARTICLE 1: PURPOSE OF AGREEMENT

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

Section 1.1 To establish and memorialize the parties' AGREEMENT concerning wages and other terms and conditions of employment for the duration of such AGREEMENT; and

Section 1.2 To establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.

ARTICLE 2: DEFINITIONS

Section 2.1 CALENDAR DAYS: Calendar days, excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).

Section 2.2 DEPARTMENT: The Police Department of the EMPLOYER.

Section 2.3 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.

Section 2.4 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.

Section 2.5 EMPLOYEE: A member of the bargaining unit.

Section 2.6 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, and the children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.

Section 2.7 UNION: Law Enforcement Labor Services, Inc.

Section 2.8 UNION REPRESENTATIVE: EMPLOYEES of the UNION.

Section 2.9 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

Section 2.10 WORKING HOURS(S): The hours in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

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

ARTICLE 4: EMPLOYER AUTHORITY

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

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

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

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

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

Section 5.2 Payroll Savings.

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

Section 5.3 Facilities.

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

Section 5.4 Bulletin Board.

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

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance.

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

Section 6.2 Union Representatives.

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

Section 6.3 Processing of a Grievances.

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

Section 6.4 Procedure.

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

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

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

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

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

not appealed in writing to Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

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

Section 6.5 Arbitrator's Authority.

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

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

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

Section 6.6 Waiver.

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

Section 6.7 Choice of Remedy.

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

ARTICLE 7: SAVINGS CLAUSE

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

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave.

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

Section 8.2 Jury Duty.

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

Section 8.3 Other Leave.

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the Chief of Police. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the Chief of Police within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leave of absence of more than fifteen (15)

WORKING DAYS shall only be granted with the approval of the City Council and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) WORKING DAYS.

Section 8.4 Parenting Leave.

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

ARTICLE 9: DISCIPLINE

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

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

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

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

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

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

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

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

probationary period. Such demotion can not be grieved through Article 5 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

Subsection 10.1.1 Non Dependent (single) Coverage: Effective January 1, 2010, the EMPLOYER shall contribute up to $420.11 of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. Effective January 1, 2011, the EMPLOYER shall contribute up to $436.91 of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. 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 10.1.2 Dependent (family) Coverage: Effective January 1, 2010, the EMPLOYER shall contribute up to $961.76 of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. Effective January 1, 2011, the EMPLOYER shall contribute up to $1000.23 of the premium cost per month of the family plan health insurance policy for each full time employee who requests such coverage and who qualifies for and is enrolled in the employer's group health, hospitalization and loss of time plan. 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 10.1.3 Insurance Carrier: The selection of the insurance carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above shall be borne by the EMPLOYEE and made by payroll deduction.

Subsection 10.1.4 Scope of EMPLOYER Responsibility: The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 11. 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.

Section 10.2 Life Insurance.

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

Section 10.3 Disability Insurance.

The EMPLOYER will provide disability insurance equal to the policy provided for the East Grand Forks Fire Department and contribute an annual dollar amount toward the premium of that insurance which is equal to the dollar amount being provided for the Fire Department. This policy will in no way affect or be affected by the EMPLOYEE'S sick leave or Worker's Compensation benefits as set in Article 14.

Section 10.4 False Arrest Insurance.

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

ARTICLE 11: HOLIDAYS

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

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

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

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

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

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

ARTICLE 12: VACATION

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

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	208 hours

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

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

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

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

Vacation accumulations will be charged for actual hours used.

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

ARTICLE 13: SICK LEAVE

Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service with unlimited accumulation. Compensation under this Article will be at the EMPLOYEE'S hourly wage listed in Schedule A of this AGREEMENT.

Section 13.2 Working days only shall be counted when computing sick leave.

Section 13.3 Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 13.4 When an EMPLOYEE is eligible for workers' compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers'

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

Section 13.5 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time.

Section 13.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required. This time shall be charged against the EMPLOYEE'S sick leave account.

Section 13.7 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.

Section 13.8 Upon resignation, retirement, death or disability of an EMPLOYEE hired before January 1, 2004, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon resignation, retirement, death or disability of an EMPLOYEE hired on or after January 1, 2004, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon resignation, retirement, death or disability of an EMPLOYEE hired on or after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

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

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

ARTICLE 14: WORK WEEK

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

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

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

Section 14.3 Extension of Shift.

Time worked in excess of an EMPLOYEE'S WORKING HOURS shall be compensated at the rate of one and one half (1 ½) times the employee's hourly wage listed in Schedule A. Upon mutual agreement of the Chief of Police and the affected employees, the EMPLOYEE(s) will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence.

Section 14.4 Call Back.

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

Section 14.5 New schedules will be posted 30 days in advance, except for an emergency.

ARTICLE 15: UNIFORM EXPENSES AND ALLOWANCE

Section 15.1 Expenses.

EMPLOYER will pay all reasonable and necessary expense in connection with the clothing uniforms for members of the DEPARTMENT, including Secretary-Dispatchers.

Section 15.2 Allowance.

For calendar year 2010, an allowance of $475.00 will be granted for Detectives or plain-clothes officers. This allowance will be payable semi-annually in January 2010 and July 2010. For purposes of this Article, the EMPLOYER will provide footwear as part of the reasonable and necessary expense in connection with the clothing uniforms. One hundred dollars ($100.00) annually will be available to each EMPLOYEE for footwear needs.

ARTICLE 16: TRAINING AND TRAINING PAY

Section 16.1 The EMPLOYER will make available such training as is required for EMPLOYEES to maintain licenses or certifications, or as is required by the EMPLOYER or the State of Minnesota. Costs incurred in attending this training will be paid by the EMPLOYER.

Section 16.2 The time an EMPLOYEE spends attending training specified in Section 17.1 of this AGREEMENT shall be considered WORKING HOURS for the purpose of computing wages and other benefits provided by this AGREEMENT.

Section 16.3 The EMPLOYER will reimburse officers for their POST license fee upon presentation of a receipt or other evidence that their license fee has been paid.

ARTICLE 17: WAIVER

Section 17.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

Section 17.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any

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

ARTICLE 18: DURATION

This AGREEMENT will be in effect as of January 1, 2010, and will remain in full force until December 31, 2012, and will continue from year to year thereafter unless either party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

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

City of East Grand Forks

By: _____
Mayor

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

Dated: _____

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

By: _____
Business Agent

Dated: 4-13-10

By: _____
Union Steward

Dated: 4/15/10

SCHEDULE A

EMPLOYEES shall be compensated according to the following schedule. For 2010, EMPLOYEES will be placed on the pay grade commensurate to the EMPLOYEE'S job classification; and on the pay step that is nearest step that is at least 1 percent above the EMPLOYEE'S base pay plus longevity pay plus clothing allowance for the ending pay period that includes December 31, 2009. Commencing January 1, 2011, any EMPLOYEE not that at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. For 2011 and 2012, EMPLOYEES will receive a minimum 1 percent salary increase each year they do not receive a step increase of at least one percent if the EMPLOYEE receives an annual review of at least "Meets Expectations" in the prior annual rating period. The annual rating is subject to the grievance procedure. The anniversary date for all employees hired before January 1, 2010 shall be July 1. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based. Any employee whose salary is greater than established by the pay scale at the conclusion of 2012 shall receive any further general salary increases base on their actual salary at the conclusion of 2012.

LELS Local No. 152 Compensation Plan

					1	2	3	4	5	6	7	8
0	-	64	Grade	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
Secretary-Dispatcher	5
Patrol Officer	10
Patrol Sergeant	13
Detective Sergeant	13
Police Lieutenant	14

Investigator

Any person who is a Patrol Officer and acts in the capacity of an Investigator or Plain-clothes Officer will receive a Sergeant's grade pay (Grade 13) at the step that is at least 4.0 percent above the Patrol Officer's current pay while acting in such capacity, subject to the length of service provision. Any time such person no longer acts in such capacity, such person reverts to his/her Patrol Status.

Night Differential

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

Work out of Class Compensation

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a sergeant when the regularly-assigned shift sergeant is absent, shall receive Sergeant's grade pay (Grade 13) at the step that is at least 4.0 percent above the Patrol Officer's current pay while the sergeant is absent. If at any time the patrol officer is no longer acting in place of the Sergeant, his or her status and pay shall revert to that of a Patrol Officer.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EAST GRAND FORKS
AND
LAW ENFORCEMENT LABOR SERVICES
POLICE DEPARTMENT LOCAL NO. 152

This Memorandum of Agreement is entered into between the City of East Grand Forks (hereafter "City") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the City and the Union have reached a tentative 3-year collective bargaining agreement (CBA) covering the years 2010-2011-2012; and,

WHEREAS, the City and the Union engaged in negotiations to incorporate longevity pay into the collective bargaining agreement; and,

WHEREAS, dispatcher/secretary Julie Deziel was the only employee in the bargaining unit who would have experienced a pay decrease relative to expected pay based on the 2008-2009 CBA; and ,

WHEREAS, the City and the Union mutually desire to incorporate Ms. Deziel's expected salary and longevity pay through the 5-year longevity step as established by the 2008-2009 CBA; and,

WHEREAS, Ms. Deziel is not scheduled to receive her 5-year longevity step until January 28, 2013 which is beyond the expiration date of anticipated CBA;

NOW, THEREFORE, the parties agree as follows:

- Ms. Deziel will receive a salary increase of $3.32 hourly on January 28, 2011 representing the 36 month salary increase in the 2008-2009 CBA; and,
- Ms. Deziel will receive the same minimum 1% salary increase negotiated for other members of the bargaining unit on July 1, 2012; and,
- Ms. Deziel will receive the same general wage increase negotiated in a successor CBA for other members of the bargaining unit for 2013 including the same date of application; and,
- Ms. Deziel will receive a $140.00 month salary increase on January 28, 2013; and,
- The salary established on January 28, 2013 will be the starting point for future general wage increases negotiated between the City and the Union.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Signed:

_____	_____
City of East Grand Forks	LELS Union Steward
Date: _____	Date: 4-8-10
_____	_____
City of East Grand Forks	Douglas Biehn, LELS Business Agent
Date: _____	Date: 3-31-10

RESOLUTION NO. 10 – 04 – 49

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 6008 for a total of $595.06.

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 $595.06 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 April 20, 2010.

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

The President declared the resolution passed.

Passed: April 20, 2010

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 20th of April, 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 6008 for a total of $595.06.

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 April 20, 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

User: randerson
Printed: 4/15/2010 - 10:11 AM

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
5955	04/20/2010	3DS001	3D Specialties	105.22	0
5956	04/20/2010	ACM001	Acme Electric Companies	2,575.85	0
5957	04/20/2010	ADV001	Advanced Business Methods Inc	158.46	0
5958	04/20/2010	AKE001	Dave Aker	111.26	0
5959	04/20/2010	ALL001	Alltel	397.50	0
5960	04/20/2010	AME002	American Tire Service	1,602.44	0
5961	04/20/2010	AME005	Ameripride Linen & Apparel Services	602.13	0
5962	04/20/2010	AQU001	Aqua Water Solutions	44.60	0
5963	04/20/2010	BAT001	Batteries Plus	21.34	0
5964	04/20/2010	BEA001	Beacon Athletics	1,935.00	0
5965	04/20/2010	BIG001	Big Jim's East Side Tire	35.90	0
5966	04/20/2010	BRA001	Brady Martz & Associates	13,500.00	0
5967	04/20/2010	BRI003	Brite-Way Window Cleaning	50.00	0
5968	04/20/2010	BYD001	Bydal Designs	90.84	0
5969	04/20/2010	C&R001	C&R Laundry & Cleaners	477.50	0
5970	04/20/2010	CAN001	Canon Financial Services	167.10	0
5971	04/20/2010	CAR011	Carrot Top Industries Inc	92.59	0
5972	04/20/2010	GFT003	Donald Scott Cash	4,296.74	0
5973	04/20/2010	CBC001	CBCS	40.00	0
5974	04/20/2010	CLE001	Clear Channel Communications	150.00	0
5975	04/20/2010	CNA001	CNA Surety	100.00	0
5976	04/20/2010	COA001	Coalition of Greater MN Cities	110.00	0
5977	04/20/2010	COL002	Cole Papers Inc	412.10	0
5978	04/20/2010	COM003	Complete Pest Control Inc	1,672.61	0
5979	04/20/2010	CUS002	Custom Stripes Inc	208.00	0
5980	04/20/2010	DAK012	Dakota Inc	470.00	0
5981	04/20/2010	DAK006	Dakota TV & Appliance	582.43	0
5982	04/20/2010	DEP001	Department of Public Safety	1,530.00	0
5983	04/20/2010	DRA001	Mark Dragich	64.00	0
5984	04/20/2010	EAG001	Eagle Electric	6,632.31	0
5985	04/20/2010	EAS007	East Side Travel Plaza	38.05	0
5986	04/20/2010	EME003	Emerson Music and Sound	50.00	0
5987	04/20/2010	EMP001	Emphasys Computer Solutions	1,739.54	0
5988	04/20/2010	ENV002	Environmental Equipment	673.31	0
5989	04/20/2010	EXP003	Explorer Post #38	40.00	0
5990	04/20/2010	EXP002	Exponent	39.00	0
5991	04/20/2010	FAS001	Fastenal Company	171.52	0
5992	04/20/2010	FIN003	Finest Auto Trim Inc.	300.00	0
5993	04/20/2010	FLA001	Flaherty & Hood PA	1,176.45	0
5994	04/20/2010	FLO001	Floan Sanders	18,236.00	0
5995	04/20/2010	FOR010	Forensics Source	203.44	0
5996	04/20/2010	G&K001	G&K Services	251.85	0
5997	04/20/2010	GAF001	Gaffaneys	97.90	0
5998	04/20/2010	GAL003	Galstad Jensen & McCann PA	10,148.22	0
5999	04/20/2010	GEO001	George's Quick Printing	249.03	0
6000	04/20/2010	GFC001	GF City Utility Billing	14,767.60	0
6001	04/20/2010	GFF001	GF Fire Equipment	248.49	0
6002	04/20/2010	GFH002	GF Herald	403.95	0
6003	04/20/2010	GFW001	GF Welding & Machine	56.79	0
6004	04/20/2010	GGF001	GGF Convention & Visitors Bureau	236.57	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6005	04/20/2010	GOV001	Government Finance Officers Associa	170.00	0
6006	04/20/2010	GRA004	Grand Cities Towing	106.88	0
6007	04/20/2010	HAJ002	Rick Hajicek	275.50	0
6008	04/20/2010	HAR001	Hardware Hank	595.06	0
6009	04/20/2010	HEA001	Heartland Paper	150.13	0
6010	04/20/2010	HUI001	Scott Huizenga	61.40	0
6011	04/20/2010	ICS001	ICS Instrument Control Systems	2,340.20	0
6012	04/20/2010	INT011	Integrated Process Solutions Inc	3,233.30	0
6013	04/20/2010	IRO001	Ironman Welding Inc	850.00	0
6014	04/20/2010	JET001	Jet Way Multiple Services Inc	5,480.00	0
6015	04/20/2010	JOR001	Scott Jordheim	47.55	0
6016	04/20/2010	K&K001	K&K Trucking Inc	1,700.47	0
6017	04/20/2010	KEI001	Keith's Security World	91.71	0
6018	04/20/2010	KEL001	Kellermeyer Building Service	2,671.88	0
6019	04/20/2010	LAK001	Laker Chemical	2,377.44	0
6020	04/20/2010	LAS001	Laser Systems	297.96	0
6021	04/20/2010	LEA001	League of MN Cities	160.00	0
6022	04/20/2010	LEA002	League of MN Cities	999.00	0
6023	04/20/2010	LOC001	Locators & Supplies Inc	752.96	0
6024	04/20/2010	SIG001	Lorene Keehr	250.00	0
6025	04/20/2010	LUM001	Lumber Mart	26.48	0
6026	04/20/2010	LUN004	Lunski Plumbing Inc	225.37	0
6027	04/20/2010	LYN002	Gladwin Lynne	73.61	0
6028	04/20/2010	MAN003	Jon Mankie	191.19	0
6029	04/20/2010	MCD001	McDonald's of EGF	65.68	0
6030	04/20/2010	MCF002	MCFOA	260.00	0
6031	04/20/2010	MER001	Meritcare	491.00	0
6032	04/20/2010	MPO001	Metropolitan Planning Organization	11,188.95	0
6033	04/20/2010	MID003	Midcontinent Communications	741.00	0
6034	04/20/2010	MID007	Midwest Refrigeration Inc	54.50	0
6035	04/20/2010	MND003	MN Dept of Labor & Industry	20.00	0
6036	04/20/2010	MNM002	MN Municipal Utilities Assoc	3,543.75	0
6037	04/20/2010	NEW001	Newman Signs	1,580.00	0
6038	04/20/2010	NOR003	Northern Lights Figure Skating	991.25	0
6039	04/20/2010	ORE001	O'Reilly Auto Parts	1,651.03	0
6040	04/20/2010	OPP001	Opp Construction	1,677.50	0
6041	04/20/2010	OTI001	Otis Elevator Company	1,800.00	0
6042	04/20/2010	PAR002	Party America Corp Offices	169.28	0
6043	04/20/2010	PET001	Peterson Veterinarian Clinic P.C.	619.49	0
6044	04/20/2010	POL010	Police Dept	13.74	0
6045	04/20/2010	PRA001	Praxair Distribution	86.47	0
6046	04/20/2010	PRE001	Premium Waters Inc	117.62	0
6047	04/20/2010	QUI001	Quill Corp	255.56	0
6048	04/20/2010	QWE001	Qwest	2,216.54	0
6049	04/20/2010	RED001	Red River Snowmobile Club	4,703.48	0
6050	04/20/2010	REE001	Reed Business Information	263.22	0
6051	04/20/2010	RES001	Resharpit Inc	175.00	0
6052	04/20/2010	RMB001	RMB Environmental Lab Inc	43.00	0
6053	04/20/2010	RYD001	Rydell Chevrolet	1,516.45	0
6054	04/20/2010	SAM002	Sam's Club	105.00	0
6055	04/20/2010	SHA001	Shades of Gray	202.37	0
6056	04/20/2010	SIM002	SimplexGrinnell	365.00	0
6057	04/20/2010	SKI001	Skinner Roofing	1,290.00	0
6058	04/20/2010	SPO001	Tom Spoor	158.20	0
6059	04/20/2010	STE005	Steamatic of GF	35.80	0
6060	04/20/2010	STU001	Stuart's Towing	106.88	0
6061	04/20/2010	SUN002	Sun Dot Communications	138.49	0
6062	04/20/2010	SUN001	Sunshine Terrace	42.49	0
6063	04/20/2010	SUP004	Superior Fenders Inc	1,041.78	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
6064	04/20/2010	SUR002	Surface Specialists of NW Minnesota	395.00	0
6065	04/20/2010	TON001	Tony Dorn Inc	103.45	0
6066	04/20/2010	TRU001	True Temp	96.25	0
6067	04/20/2010	UNI004	University of Minnesota	75.00	0
6068	04/20/2010	USB003	US Bearings & Drives	167.43	0
6069	04/20/2010	USF001	US Figure Skating Association	26.25	0
6070	04/20/2010	WAS001	Waste Mgmt	28,386.01	0
6071	04/20/2010	WAT001	Water & Light Department	39,448.87	0
6072	04/20/2010	HIG001	Paul Zavoral	1,800.00	0
			Check Total:	218,720.50	