

**AGENDA  
CITY COUNCIL  
CITY OF EAST GRAND FORKS  
NOVEMBER 16, 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 November 4, 2010.
2. Consider approving the minutes of the Special Meeting for the East Grand Forks, Minnesota City Council of November 9, 2010.
3. Consider approving the minutes of the Work Session for the East Grand Forks, Minnesota City Council of November 9, 2010.

**SCHEDULED BID LETTINGS: NONE**

**SCHEDULED PUBLIC HEARINGS:**

4. Public Hearing to consider adopting Resolution number 10-11-111 approving the adoption of assessment roll #317 for 2009 Assessment Job No.2 – Paving 17<sup>th</sup> Ave SE, S 13<sup>th</sup> St SE for a total assessment amount of \$90,558.67.
5. Public Hearing approving Resolution number 10-11-112 approving the adoption of assessment roll #318 for 2009 Assessment Job No.4 – Paving 20<sup>th</sup> Ave SE and 13<sup>th</sup> St SE for a total assessment amount of \$446,624.07.
6. Public Hearing approving Resolution number 10-11-113 approving the adoption of assessment roll #319 for 2008 City Project No.1 – First Lutheran Church Parking Lot Stalls for a total assessment amount of \$25,514.80.

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.

7. Consider awarding the Paratransit and Senior Rider contract to Grand Forks Taxi and the proposed option.
8. Consider approving the request to submit the East Grand Forks studies in priority order to the Metropolitan Planning Organization for inclusion into the 2011-2012 Unified Planning Work Program.
9. Consider approving Resolution number 10-11-114 approving the re-adoption of assessment roll #316 for 2010 Assessment Job No.1 – Paving Laurel Drive – Point of Woods 5<sup>th</sup> Addition for a total assessment of \$220,096.17.
10. Consider approving Resolution number 10-11-115 authorizing the City of East Grand Forks’ Clerk-Treasurer to make transfers for budget year 2010.
11. Consider approving Resolution number 10-11-116 to allow the Library to take advantage of available grant money to make needed expenditures. The amended budget expenditures were funded by the related grants.
12. Consider approving the lease agreement with Independent school district No. 595, East Grand Forks, Minnesota to the Civic Recreation Center and the VFW Arena for the 2010-2011 school year at the cost of \$93,500.00.
13. Consider adopting Resolution No. 10-11-117 a Resolution authorizing the City Council to order that the following costs, with interest charged at 10% per year beginning on January 1, 2011 for mowing grass on the listed properties be certified to the County Auditor for collection with the 2011 real estate taxes.
14. Consider adopting Resolution No. 10-11-118 a Resolution authorizing the City Council to order that the stated costs beginning on January 1, 2011 for sidewalk replacement on the listed properties be certified to the County Auditor for collection with the 2011 real estate taxes.

**ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:**

15. Regular meeting minutes of the Water, Light, Power and Building Commission for October 21, 2010.

**COMMUNICATIONS: NONE.**

**OLD BUSINESS: NONE.**

**NEW BUSINESS:**

- 16. Consider approving Resolution number 10-11-119 approving the modification to the multi-unit account charge for the Rescue Unit Fee for the city of East Grand Forks, Minnesota.
- 17. Consider approving the Teamsters, Local No. 120 Labor Agreement from January 1, 2010 through December 31, 2012.

**CLAIMS:**

- 18. Consider adopting Resolution No. 10-11-120 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 7974 for a total of \$1,249.79 whereas Council Member Buckalew is personally interested financially in the contract.
- 19. Consider adopting Resolution No. 10-11-121 a Resolution authorizing the City of East Grand Forks to approve purchases from Bert’s Truck Equipment the goods referenced in check number 7936 for a total of \$14,883.61 whereas Council Member Gregoire is personally interested financially in the contract.
- 20. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

**ADJOURN:**

Upcoming Meetings:

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

Work Session – November 30, 2010 – 5:00 PM – Training Room (If Needed)

Regular Meeting – December 7, 2010 – 5:00 PM – Council Chambers

Work Session – December 14, 2010 – 5:00 PM – Training Room

**UNAPPROVED MINUTES  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, NOVEMBER 4, 2010 – 5:00 PM**

**CALL TO ORDER:**

*The Regular Meeting of the East Grand Forks City Council for November 4, 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: Council President Dick Grassel, Council Vice President Henry Tweten, Council Member Marc Demers, Craig Buckalew, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT**

*Greg Boppre, City Engineer; Ron Galstad, City Attorney; Randy Gust, Fire Chief; 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.*

Marilyn Egeland, Head Judge for Ward 2, reported an incident on Election Day in which a voter tripped outside City Hall while walking to the polling location in the Training Room. Ms. Egeland also reported that the City Hall parking lot lights were not on in the morning hours.

**APPROVAL OF MINUTES:**

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of October 19, 2010.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL**

**MEMBER TWETEN, TO APPROVE THE “REGULAR MEETING” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 19, 2010.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

2. Consider approving the minutes of the “Budget Work Session” for the East Grand Forks, Minnesota City Council of October 20, 2010.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “BUDGET WORK SESSION” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 20, 2010.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of October 26, 2010.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “WORK SESSION” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 26, 2010.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

4. Consider approving the minutes of the “Budget Work Session” for the East Grand Forks, Minnesota City Council of October 27, 2010.

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER TWETEN, TO APPROVE THE “BUDGET WORK SESSION” FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 27, 2010.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

**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.*

5. Consider approving the application for a Exempt Gambling Permit for a raffle for Fraternal Order of Eagles Past Presidents Club, to be held on November 24, 2010 at the Eagles Club, 227 10<sup>th</sup> St NE, East Grand Forks, MN 56721 and waive the 30-day waiting period.
6. Consider approving the bid from GL Sports for a total bid price of \$16,923.00 to repair the damaged bleachers at Stauss Park.
7. Consider approving the bid from D&D Heating & Sheet Metal for a total bid price of \$11,117.00 to replace some duct work at Lift Station #1.
8. Consider approving the request to file assessment rolls and set public hearing date for November 16, 2010 for the following:
  - a. “2009 Assessment Job No. 2 – Paving-17<sup>th</sup> Ave SE, S 13<sup>th</sup> St SE.”
  - b. “2009 Assessment Job No. 4 – Paving-20<sup>th</sup> Ave SE and 13<sup>th</sup> St SE.”
  - c. “2008 City Project No. 1 – First Lutheran Church Parking Lot Stalls.”
9. Consider approving the request to re-file the assessment roll for “2010 Assessment Job No.1 –Paving Laurel Drive-Point of Woods 5<sup>th</sup> Addition.”

**A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER BUCKALEW, TO APPROVE CONSENT MOTIONS NUMBER FIVE (5) THROUGH NINE (9) AS SUBMITTED.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

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

**COMMUNICATIONS: NONE.**

**OLD BUSINESS:**

10. Consider adopting Ordinance No. 314 3<sup>rd</sup> Series, an Ordinance of the City of East Grand Forks, Minnesota, amending City Code Provision in Title VII: Traffic Code, Chapter 70 entitled “General Provisions” by amending Section 70.02 entitled “Definitions” and by amending Chapter 72 entitled “Parking Regulations” by amending Section 72.04, Section 72.10, and Section 72.11 (2<sup>nd</sup> Reading).

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT ORDINANCE NO. 314 3<sup>RD</sup> SERIES, AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, AMENDING CITY CODE PROVISION IN TITLE VII: TRAFFIC CODE, CHAPTER 70 ENTITLED “GENERAL PROVISIONS” BY AMENDING SECTION 70.02 ENTITLED “DEFINITIONS” AND BY AMENDING CHAPTER 72 ENTITLED “PARKING REGULATIONS” BY AMENDING SECTION 72.04, SECTION 72.10,**

**AND SECTION 72.11 (2<sup>nd</sup> READING).**

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

*Voting Nay: None.*

*Absent: Gregoire.*

**NEW BUSINESS: NONE.**

**CLAIMS:**

11. Consider adopting Resolution No. 10-11-109 a Resolution authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check number 7844 for a total of \$567.77 whereas Council Member Buckalew is personally interested financially in the contract.

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER LEIGH, TO ADOPT RESOLUTION NO. 10-11-109 A RESOLUTION AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBER 7844 FOR A TOTAL OF \$567.77 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

*Abstain: Buckalew*

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

Advanced Business Methods Inc	Copier Contract	418.83
All Pro Embroidery	2 Job Shirts	100
American Tire Service	#113 Stud Rear Tires/Fill w/ Calcium	270.93
Ameripride Linen & Apparel Services	Cleaning Services/Supplies	478.73
Amundson Heating & A/C	Repairs	127.5
Baker & Taylor Co	Books	35.35
Barnes Distribution	Inventory & Shop Supplies	935.11
Becker Arena Products Inc	Rivet Trusshead	171
Bimler Joy	Security Dep t Refund	275
Blue Cross Blue Shield of ND	EDHA Insurance	5764.5
The Book Stops Here	Pitching My Way Through WWII	29.95
Brite-Way Window Cleaning	Sept Cleaning Service	50
Brodart Co	Books	460.05
Bydal Designs	New Logo Design	300
Complete Pest Control Inc	Pest Control	74.81
Custom Stripes Inc	New Sander Truck Graphics #104	160

Dakota Supply Group	Lights	148
Davis Wanda	Landscaping Incentive	494.78
Donald Coulter	Weld Hitch	65
Deluxe Business Checks & Solutions	Checks	291.54
Demco Educational Corp	Story Hour and Event Supper	55.26
Diamond Cleaning Supply Richard Papenfuss	Handwipes & Sanitizer For WW	208.3
East Grand Developers	Commission For Lots Sold (1610 & 1614 Golf Way)	1800
Edvall Wayne & Carol	New Construction Incentive	5000
EGF City Petty Cash Ckng ****VOID	Tax/Title/Reg PD Investigation & Chev Silverado	2207
Exponent	Fire Prevention Ad/Winter Help/Fall Home Improv	277
Explorer Post #38	Squad Car Cleaning	60
Fastenal Company	Concrete Anchors	58.44
Flaherty & Hood PA	Labor & Employment Services	190
FS Engineering	Prof Services	33837.02
G&K Services	Mats	269.13
Gaffaneys	Inkjet Cartridge	76.82
Gale	Books	46.79
George's Quick Printing	Run Reports	141.08
GF Fire Equipment	Badges and Collar Brass/Air Cylinders	9676.5
GF Welding & Machine	Shop Supplies	43.27
GGF Convention & Visitors Bureau	Sept Lodging Tax/E.Grand Inn	408.32
Gust Randy	Fire Chief Conference/Rochester MN	330.8
H&S Construction	Remove Tree Grates & Install Pavers	1400
Hajicek Rick	Cleaning Services 10/04-10/22	427.5
Hardware Hank	Supplies	567.77
Helgeson Charlotte	Reimb/Postage/Batteries/Supplies	77.41
Holiday Credit Office	Gas	50.42
House Of Vacuums	Oreck Belt	5.88
Hugo's	Supplies	85.56
The H.W. Wilson Comp	Books	225
Integrated Process Solutions Inc	WW Lift Station 1 Maintenance	541.5
Stordahl Kenley	Mowing & Trimming	1600
K&K Trucking Inc	Road Gravel	1960
Kelly Services	Temp Services	721
League of MN Cities	Training Course/Hedlund	15
League of MN Cities	WC Retro Pay/Deductible Sewer Backup	8473.52
Liberty Business Systems	Photocopier	73.59
Lithia Payment Processing	Water Pump #545/Brake /Step Boards Mud Flaps #420	1098.16
Lunseth Plumbing & Heating	2" Ball Valve #233	41.25
Lynne Gladwin	Hotel Reimb/Regional Meeting/Conf	101.55
Mamma Maria's Italian Restaurant	EDHA Meeting Lunch	84.31
Marco Inc	Copier Service	280.49

Marco	Copies	25
Meritcare	Drug & Alcohol Testing	91.5
Micro-Marketing LLC	Books	478.49
Midland Atlas Co LLC	Atlas	75
Mike's Pizza	State Aid Task /Planning & Zone/ EDHA/Meeting Meals	178.34
MN Dept of Revenue VOID****	Sales & Use Tax Sept 2010	1100
MN State Treasurer - Treasury Division	Forfeiture of Seized Property/Cash Seizure	8.53
Newman Signs	Informational Sign	271.3
Opp Construction	Tree Removal/Irrigation Leaks	300
Orchard Richard	Hyd Oil For 4100D Toros	212.9
O'Reilly Auto Parts	Brake Pads & Rotors/Inventory/Misc Parts & Supplies	1694.02
Peak Performance	Reset Drum Counter/Labor	50
Penworthy Company	Books	191
Pesch Angela	Refund Hockey Clinic	255
Pine to Prarie Drug Task Force	Police Vehicle Auction	5061.34
Polk County Recorder	Recording Fees	230
Praxair Distribution	Parts	224.8
Quality Books Inc	Books	579.27
Quill Corp	Office Supplies	452.91
RadioShack Corporation	Misc Parts For Wiring	55.04
RDO Powerplan OIB	Inventory	55.88
Revolutions Power Sports	Battery #327	66.17
RMB Environmental Lab Inc	Secondary Pond Discharge	270
Roto Rooter	Jet Lift Station South Of Greenway Blvd/Ryan Potato	650
Rydell Chevrolet	Rear Bumper & Tail Gate	614.66
Safety Kleen Corp	Clean Hazardous Waste Pit	2452
Schrage Aeiiso	Camera Replacement for Squad Car	117.41
Sellin Brothers Inc	2010 CP\$ Est 2 FINAL/Utility Replacement	52372
Showcases	Audio Book Cases	155.74
Smart Apple Media	Books	116.8
Spoor Tom	Reimb/Mileage/Detroit Lakes/Energy Code Seminar	125.4
Spruce Valley Corporation	2009 CP1 Est 10	35144
Strata Corp	09 CP3 Est 9 / 2010 CP1 Est 3	94291.45
Sticky Construction Inc	Caulk Windows/Quilters Supply	540
Stone's Mobile Radio Inc	Install Toggle Switch/High Amp Relays Inv	712.99
Sunshine Terrace	Replace Petty Cash	110.42
Surplus Center	Supplies	21.08
Szczepanski Darren	Meal Reimb/Crookston	8.25
Thur-O-Clean	Carpet Cleaning	520
Tiger Direct.com	Replace Circulation Computer/IT For WW	1134.34
Uniforms Unlimited Inc.	Uniform Shirts	116.97
UPS Store	Returned Light Bar TA C	15.6
US Foodservice Inc TM	Food/Supplies	576.11

Valley Truck	Oil Filter Inventory #250/Repair Engine Fuel Sys #155	411.12
Vilandre Heating & A/C	Fix Water Fountain/Restroom Repair CH	61
Wagner's Landscaping	Trees	100
Water & Light Department	Monthly Services	18996.93
Wells Fargo Brokerage Services LLC	Principle & Interest/Garnage Trucks	83645.86
Whitey's Steak & Seafood	Sept 2010 Meal Charges	134.72
Wizard's Enterprises Inc.	Custodial Services	490
WW Wallwork	Right Hand Window Regulator #114	167.67
RJ Zavoral & Sons	Ground Marker	133.59
		\$
		389,029.32

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

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

**COUNCIL/STAFF REPORTS:**

Council Member DeMers commented on the General Election and reminded the City Council that “LGA is not safe” in the next Legislative Session. He also congratulated Council President Grassel, Council Vice President Tweten, and Council Member Leigh on their reelections.

Council Member Buckalew congratulated Council President Grassel, Council Vice President Tweten, and Council Member Leigh on their reelections.

Council Member Tweten commented on the General Election and congratulated Council President Grassel and Council Member Leigh on their reelections:

Council Member Leigh congratulated Council President Grassel and Council Vice President Tweten on their reelections. He asked about standing water in the drainage area north of 23<sup>rd</sup> Street. Mr. Wachter and Mr. Boppre responded that erosion prevention material must be in place until turf is established in the newly-constructed area. The material can result in water accumulation; but that they would monitor during heavy-precipitation events.

Council Member Pokrzywinski congratulated Council President Grassel, Council Vice President Tweten, and Council Member Leigh on their reelections.

Council President Grassel congratulated Council Vice President Tweten and Council Member Leigh on their reelections. He also congratulated the high school football team on advancing to the Section tournament final. He also reviewed projects for which the City will be lobbying the new Legislature and Congress.

Engineer Boppre said that he would apply on behalf of the City to the State's new TED grant program for 10<sup>th</sup> Street NE.

**ADJOURN:**

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADJOURN THE NOVEMBER 4, 2010 REGULAR MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:19 P.M.**

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

*Voting Nay: None.*

*Absent: Gregoire.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES OF THE  
SPECIAL MEETING  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
TUESDAY, NOVEMBER 9, 2010 – 5:00 PM**

**CALL TO ORDER**

*The Special Council Meeting of the East Grand Forks City Council for November 9, 2010 was called to order by Council President Dick Grassel at 5:01 P.M.*

**CALL OF ROLL**

*On a Call of Roll the following members of the East Grand Forks City Council were present: Council President Dick Grassel, Council Vice President Henry Tweten, Council Members Marc DeMers, Craig Buckalew (5:03), Wayne Gregoire, Mike Pokrzywinski, and Greg Leigh.*

**STAFF PRESENT:**

*Nancy Ellis, Planning & Zoning; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

*Others Present: Teri Kouba, MPO*

**DETERMINATION OF A QUORUM**

1. Consider adopting Resolution No. 10-11-110, a Resolution declaring the results of the General Election returns for the November 2, 2010 City and County Elections for the City of East Grand Forks, Minnesota.

**A MOTION WAS MADE BY COUNCIL MEMBER GREGOIRE, SECONDED BY COUNCIL MEMBER DEMERS, TO ADOPT RESOLUTION NO. 10-11-110, DECLARING THE RESULTS OF THE GENERAL ELECTION RETURNS FOR THE NOVEMBER 2, 2010 CITY AND COUNTY ELECTIONS FOR THE CITY OF EAST GRAND FORKS, MINNESOTA.**

Council member DeMers reminded the Council to consider how staff was stretched thin during the General Election as they consider potential staffing and budget decisions in the future.

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

**ADJOURN**

**A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE NOVEMBER 9, 2010 SPECIAL COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:04 P.M.**

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

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES  
OF THE  
EAST GRAND FORKS  
CITY COUNCIL  
WORK SESSION  
Tuesday, November 9, 2010 – 5:00 PM**

**CALL TO ORDER**

*The Work Session of the East Grand Forks City Council for November 9, 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, Council President Dick Grassel, Council Vice President Henry Tweten, Council Members, Marc DeMers, Craig Buckalew, Wayne Gregoire, Mike Pokrzywinski and Greg Leigh.*

**STAFF PRESENT:**

*Nancy Ellis, Planning & Zoning; Randy Gust, Fire Chief; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Scott Huizenga, City Administrator; Jim Richter, EDHA Director; and John Wachter, Public Works Superintendent.*

*Others Present: Teri Kouba, MPO*

**DETERMINATION OF A QUORUM**

**1. 2011-2012 MPO Unified Planning Work Program – Nancy Ellis**

Mr. Huizenga introduced the study recommendations for the City's biannual Work Program to the MPO. Ms. Ellis explained that the MPO Board must approve the final list of studies in the Work Program. Council Member Buckalew asked if the study would commit the City to completing the proposed 5<sup>th</sup> Avenue NW/Highway 2 intersection. Ms. Ellis explained that the study would only determine the traffic impacts with and without the intersection so that the Council could decide whether or not to continue with the project.

**2. Paratransit and Senior Rider Proposal – Teri Kouba**

Ms. Kouba explained the results of the Request for Proposals for Paratransit and Senior Rider Services. Grand Forks Taxi was the only bidder. Ms. Kouba also explained the changes that the MPO will make to the program in the form of rate increases, the increase in age of eligibility, and moving the dispatch operations into the City of Grand Forks, North Dakota. Mr. Leigh asked if the Council had enough information to make a final decision on the provider. Mr. Huizenga said that most of the program is covered by state and federal funding, so that the difference would be small to the City regardless of the final changes.

### 3. Rescue Unit Fee – Scott Huizenga

Mr. Huizenga recommended a modified rescue fee policy for multi-unit dwellings that have consolidated utilities on one bill. He recommended \$3.50 per unit at these facilities that include Good Samaritan Heritage Grove, Edgewood Vista, and Douglas Place. Council Member Pokrzywinski asked staff to notify the properties prior to the next regular Council meeting so that the properties would have an opportunity for input. Council Member Pokrzywinski also asked if the policy could be changed if these properties experienced higher vacancy rates. Mr. Huizenga responded that would be a matter of Council policy.

### 4. 2010 3<sup>rd</sup> Quarter Budget Analysis – Scott Huizenga

Mr. Huizenga presented the 3<sup>rd</sup> Quarter Analysis. He reported that the City projects a deficit of \$127,000 for Fiscal Year 2010. He reported that was relatively good news because the state cut almost \$200,000 in Local Government Aid (LGA) during the year.

### 5. 2011 Proposed Budget – Scott Huizenga

Mr. Huizenga presented his final budget recommendation for the 2011 Proposed Budget. The recommendation levy increase of 4.2 percent. The preliminary levy was 10 percent. The recommendation included reducing the projected surplus, fully funding library hours, and directing \$80,000 to replenish the General Fund Balance.

### 6. Budgeted Debt & Construction Transfers – Scott Huizenga

Mr. Huizenga introduced budgeted debt and constructions transfers for 2010, which are scheduled transfers to cover city obligations of special assessment and other capital projects.

### 7. Budget Amendments – Scott Huizenga

Mr. Huizenga introduced proposed budget amendments to recognize the expenditures and associated revenue of the Knight Foundation grant to the Library for equipment purchases.

## ADJOURN

**A MOTION WAS MADE BY COUNCIL MEMBER LEIGH, SECONDED BY COUNCIL MEMBER BUCKALEW, TO ADJOURN THE NOVEMBER 9, 2010 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:29 P.M.**

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

*Voting Nay: None.*

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Scott Huizenga, City Administrator/Clerk-Treasurer

**RESOLUTION NO. 10 – 11 - xxx**

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2009 Assessment Job No. 2 – 17<sup>th</sup> Ave SE, South of 13<sup>th</sup> Street SE Paving”; for a total assessment of \$90,558.67. and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on November 4, 2010; and

WHEREAS, On October 26, 2010 and November 3, 2010, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on October 22, 2010, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on November 16, 2010 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 317-17<sup>th</sup> Ave SE, South of 13<sup>th</sup> Street SE Paving”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2011, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 10 – 11 - xxx**

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2009 Assessment Job No. 4 – 20<sup>th</sup> Ave SE and 13<sup>th</sup> Street SE Paving”; for a total assessment of \$446,624.07; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on November 4, 2010; and

WHEREAS, On October 26, 2010 and November 3, 2010, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on October 22, 2010, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on November 16, 2010 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 318-17<sup>th</sup> 20<sup>th</sup> Ave SE and 13<sup>th</sup> Street SE Paving”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2011, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 10 – 11 - xxx**

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2008 City Project No. 1 – First Lutheran Church Parking Lot Stalls”; for a total assessment of \$25,514.80; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on November 16, 2010; and

WHEREAS, On October 26, 2010 and November 3, 2010, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on October 22, 2010, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on November 16, 2010 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 319- First Evangelical Lutheran Church Parking Lot Stalls”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2011, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

# Request for Council Action

Date: November 16, 2010  
 To: East Grand Forks City Council and Mayor Lynn Stauss  
 Cc: File  
 From: Earl Haugen, Executive Director  
 RE: Paratransit and Senior Rider Proposal

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## **Recommended Motion: Award Paratransit Contract to Grand Fork Taxi.**

### **BACKGROUND:**

The City enters into a contract for Paratransit and Senior Rider Service with a taxi company to provide the service. A Request for Proposals went out on Oct. 6, 2010 and the proposals were due to Grand Forks Finance Department by Oct. 28, 2010. Grand Forks Taxi was the only one to submit a proposal. Once the contract is awarded then a contract can be written up and brought forward for Council approval.

Grand Forks and East Grand Forks Transit staff reviewed the proposal and decided to go with a modified version on Option C.

**Option C:** Grand Forks would do reservations, maintenance of City vehicles, and fuel for City vehicles. Grand Forks would get dispatching software and bring the dispatching into the CAT offices in the Bus Maintenance Facility. In doing this over site of the dispatching is under better control of CAT, we know that multiple loads will be in our vans and we will have a better idea of the number of vehicles we really need to provide this service so that we do not have a capacity constraint. There will be a delay in implementing the dispatching in Grand Forks and the start of the contract. Due to this gap we would ask Grand Forks Taxi to provide the dispatching until Grand Forks can get the dispatching up and running, Grand Forks Taxi will bill Grand Forks for the dispatching separately. The cost for Grand Forks Taxi to drivers and additional vehicles as needed is as follows:

<b>Option C:</b>	2011 Per Ride Cost	2012 Per Ride Cost	2013 Per Ride Cost
Total	\$11.45	\$11.79	\$12.14
Rider Cost	\$2.75	\$3.00	\$3.00
City Cost	\$8.70	\$8.79	\$9.14

The above costs are only that of Grand Forks Taxi. The cost of services provided by Grand Forks will be billed to East Grand Forks and those costs will be negotiated through the Intergovernmental Agreement. Grand Forks has an estimate of \$140,000 for the part of the service that they will be doing in house.

With the increase in the cost of service, staff will do a public input meeting to get the public's input on raising the ride fare from \$2.75 to \$3.00 by the start of 2011. This will decrease the burden on the City.

As of right now East Grand Forks has a total ridership of 3586 out of a total of 53,362 from the whole system from January to October 2010. Staff has estimated total system ridership at 63,672 for 2010.

**FINDINGS AND ANALYSIS:**

- The proposal submitted by Grand Forks Taxi will cover a one year period with four years of negotiated extensions.
- The increase in fare will off set the increase cost to the City.

**SUPPORT MATERIALS:**

- Cost of option
- City of Grand Forks staff report.

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**City of Grand Forks**  
**Staff Report**  
**Service/Safety Committee November 9, 2010**  
**City Council November 15, 2010**

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**Agenda Item: Dial-A-Ride (DAR)/Senior Rider Request for Proposal (RFP)**

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**Submitted by:** Todd Feland, Public Works Director  
Dale Bergman, Public Transportation Services

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Staff Recommended Action: (1) Select Option C from the Grand Forks Taxi Request For Proposal less the ten percent profit desire for an initial total cost of \$11.45. Option C provides for the City to perform reservations/dispatching, and maintenance, fueling, and storage of City vehicles. (2) Increase the rider per ride cost to the current maximum allow of \$3.00 per ride (currently \$2.75) and complete required public notices and meetings regarding this rate increase with the goal of implementing the per ride increase in January 2011. (3) Purchase a paratransit Route Match Dispatching Hardware, Software with related installation and training in a total amount of approximately \$160,000 via a City of Fargo joint purchase. The Route Match system will be funded from Federal Transit Administration FY 2009 5309 Capital Grant and broken down as follows: \$128,000 (federal funds), \$32,000 (local funds), and \$160,000 (total cost).

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**Committee Recommended Action:**

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**Council Action:**

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**BACKGROUND:**

The City of Grand Forks Public Transportation Department or Cities Areas Transit (CAT) currently has a five-year contract for DAR/Senior Rider services with Grand Forks Taxi, which ends on December 31, 2010 and serves the metropolitan area of Grand Forks and East Grand Forks to include the University of North Dakota. The Cities of Grand Forks and East Grand Forks staffs have been developing and working on a new DAR/Senior Rider RFP with the intent of contracting with a service provider for the next five year period.

An excerpt of the Draft DAR/Senior Rider RFP Project Description and Contractor Responsibilities are as follows in italics.

## **Section 2. Project Description**

The Cities of Grand Forks and East Grand Forks are seeking one qualified vendor to provide Paratransit and Senior Rider services for the Cities Areas Transit (C.A.T.) system. Services to be provided are broken down into options A, B and C as follows:

### **Option A**

The Contractor provided services will include:

- Drivers
- Reservationists/ dispatching
- Maintenance, storage, and fuel for vehicles
- Record keeping functions as required by the Cities of Grand Forks and East Grand Forks, States of North Dakota and Minnesota, and the Federal Transit Administration
- Vehicles to supplement service needs. Please provide a listing of vehicles.

C.A.T will provide:

- Vehicles as needs determine.

### **Option B**

The Contractor provided services will include:

- Drivers
- Maintenance, storage, and fuel for vehicles
- Record keeping functions as required by the Cities of Grand Forks and East Grand Forks, States of North Dakota and Minnesota, and the Federal Transit Administration
- Vehicles to supplement service needs. Please provide a listing of vehicles.

C.A.T will provide:

- Vehicles as needs determine.
- Reservationists/dispatching.

### **Option C**

The Contractor provided services will include:

- Drivers
- record keeping functions as required by the Cities of Grand Forks and East Grand Forks, States of North Dakota and Minnesota, and the Federal Transit Administration
- Vehicles to supplement service needs. Please provide a listing of vehicles.

C.A.T will provide:

- Reservationists/ dispatching
- Vehicles as needs determine.
- Maintenance, storage and fuel for the vehicles

*Bidders will provide a bid for Paratransit and Senior Rider Services, but each City will be co-signers of the contract. The resulting contract will require all drivers be cross-trained and utilized in both Cities.*

### **Section 3. Contractor Responsibilities – Operating Requirements**

#### **3.1. C.A.T. Paratransit and Senior Rider**

*C.A.T. Paratransit and Senior Rider service is a demand-response origin to destination service for persons with disabilities who are ADA Paratransit eligible and for persons who are 62 or older. Service is provided within the city limits of Grand Forks (excluding the Airport) and East Grand Forks. Utilizing vehicles provided by the Cities of Grand Forks and East Grand Forks. The minimum number of vehicles and ridership from previous years, established to meet demand is provided in Appendix 8 and 11. The number of vehicles may be adjusted to meet daily needs, if more vehicles are needed than the cities have provided, the contractor will supplement with their vehicles.*

##### **A Paratransit/Senior Rider Service Hours**

*Monday through Friday 6:00 AM to 10:00 PM.*

*Saturday 8:00 AM to 10:00 PM.*

*No service on Sunday.*

*The Cities will not pay for service which has been cancelled due to inclement weather- this includes driver's wages.*

##### **B Dispatcher/Reservationist Service Hours**

*i Take Reservations for next day service in person:*

*❖ Monday through Friday 6:30 AM to 5:00 PM.*

*❖ Saturday 8:00 AM to 5:00 PM*

*❖ Sunday/Holidays 4:00 PM to 5:00 PM, an answering service/machine will take reservations before 4:00 PM.*

*ii Be on premises:*

*❖ Monday through Friday 6:00 AM to 5:30 PM*

*❖ Saturday 7:30 AM to 5:30 PM*

*❖ Sunday/Holidays from 3:30 PM to 5:30 PM.*

*iii Answering Service/Machine*

*❖ All calls will be answered by an answering service/machine when not answered by a reservationist/dispatcher.*

*❖ All calls received after 5:00 PM for the next day will be considered same day service and subject to same day service rules.*

*❖ Dispatcher/Reservationist will call back to confirm the reservation requested over the answering service/machine.*

##### **C Service Hours: Holidays**

*There is no service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.*

**D On-time Performance**

*The Contractor shall provide safe, timely, professional and reliable Paratransit and Senior Rider services. Trips will be considered "on time" as long as they are served within a 15-minute window ( $\pm 5$  minutes deviation from the schedules pick-up and drop-off times). The contractor is required to meet acceptable performance standards, in conjunction with in-vehicle time requirements.*

**E In-Vehicle/Shared Ride Service**

*Passengers shall not spend more than sixty (60) minutes in a vehicle. Records kept by the Cities and the Contractor will record late arrivals, lengthy trips, missed rides and other pertinent information. These records are utilized to determine that sufficient service is available to meet demand. In addition, drivers will radio dispatch for breaks, and at all other times will remain available for scheduling and contact by radio.*

**F Fares**

*Passengers are required to pay fares in one of the following manners: cash (exact change), coupon/ticket, or combination of coupon/ticket plus cash. The Contractor will collect and keep the fare. The fare will be put toward the per ride cost. Base fare is currently \$2.75, which can be change by the Cities. In the future the Cities will be looking into a different passenger fare collection system. The Contractor and its employees are prohibited from soliciting or accepting any tips or gifts of any kind.*

**G Uniforms**

The Contractor will provide uniforms for the driver with a visible name tag, as approved by C.A.T. The uniform should be clean, neat and appropriate to the seasonal requirements. Please describe in Appendix 1, Question 2.6.

**ANALYSIS AND FINDINGS OF FACT:**

***Pre RFP Opening Information***

- The City of Grand Forks conducted a public input meeting on Tuesday, September 21, 2010 from 4:00 PM to 7:00 PM at the Grand Forks City Hall Council Chambers regarding DAR/Senior Rider RFP and specifically on the following proposed service changes: (1) Change the age of senior rider eligibility from age 55 to 62 years old for both the Senior Rider program and City Bus; and (2) Change times to call in for next day reservations for the DAR/Senior Rider program to include start times from 6:00 AM to 6:30 AM Monday through Friday and from 6:00 AM to 8:00 AM on Saturdays, and end times from 10:00 PM to 5:00 PM Monday through Saturday.

At the September 28, 2010 meeting, the Service/Safety Committee recommended to also include receiving DAR/Senior Rider RFP cost information related to maintaining existing next day dispatcher/reservationist service hours.

Approximately 10 citizens attended the public input meeting. Generally the citizens believe the DAR/Senior Rider service is important and needed service, and want to continue to have

a good service at an affordable fee for disable and senior riders. Generally, the noted changes related to changing the age of senior rider eligibility from age 55 to 62 and changing the next day reservations time changes were deemed acceptable.

- Most public transportation systems provide a senior rider eligibility standard between ages of 60 to 65 years old.
- Starting January 1, 2011, a senior rider will have to be 62 years old to qualify for senior rider eligibility for both the senior rider and city bus systems.
- Senior riders currently using the services who are between the ages of 55 and 61 can continue to use the service but will need to fill out a form and have an ID issued via CAT before the date change.
- The next day reservation changes do not affect current service times and hours and is considered to better contain costs and scheduling of rides.
- DAR service is a federally required complementary ADA service to the fixed route transit service. Grand Forks Taxi is the current DAR/Senior Rider service provider.
- The 2010 total cost per ride is \$8.64 per ride, which includes a \$2.75 rider fare requirement. DAR fare can be up to twice the City Bus adult cash fare, which is \$1.50 per ride thus the DAR fare can be up to \$3.00 per ride.

At the September 28, 2010 meeting, the Service/Safety Committee recommended after receiving DAR/Senior Rider RFPs and associated cost information that a review of the rider fare be examined as part of the City Council award in November 2010.

- The historical and current DAR/Senior Rider ridership is as follows:

	2006	2007	2008	2009	2010 (projection)
Senior Rider	13,369	14,838	20,328	23,128	24,084
DAR	39,983	41,215	39,725	38,502	39,588
Total	53,352	56,053	60,053	61,630	63,672

Of the 61,630 DAR/Senior Rider total Grand Forks and East Grand Forks ridership, approximately 56,862 rides reflect Grand Forks ridership.

- The City of Grand Forks budgeted an approximately 41 percent increase in expenses in the FY 2011 DAR/Senior Rider budget due to anticipated per ride cost and ridership increases. The FY 2010 and FY 2011 budgets are \$325,000 and \$458,000 respectively.
- City of Grand Forks staff is planning to begin advertising the DAR/Senior Rider RFP on October 6, 2010 with a DAR Senior Rider RFP opening on October 28, 2010. Grand Forks City Council award is scheduled on November 15, 2010 with a commencement of service on January 1, 2011.

#### ***RFP Results Information***

- The City enters into a contract for DAR/Senior Rider service with a taxi company to provide the service. A Request for Proposals went out on October 6, 2010 and the proposals were due to Grand Forks Finance Department on October 28, 2010. Grand Forks Taxi was the only one to submit a proposal.
- Grand Forks and East Grand Forks Transit staff reviewed the proposal and decided to recommend one option for City Council to approve for 2011.

**Option C:** Under this option, the City would do dispatching/reservations, and maintenance, fueling, and possibly storage of the City vehicles. Grand Forks would get dispatching software and bring the dispatching into the CAT offices in the Bus Administration/Maintenance Facility. If the dispatching is under better control and oversight of CAT, the City will better able to provide multiple loads City ADA vans and have a better idea of the number of vehicles the service requires to provide this service without a capacity constraint. There may be a delay in implementing the dispatching in Grand Forks and the start of the contract. Due to this time gap staff requests Grand Forks Taxi to provide the dispatching until Grand Forks can get the dispatching up and running. The City would provide maintenance and storage of the City vehicles with existing maintenance staff and storage at the City Bus Administrative and Maintenance Facility. The cost is as follows:

<b>Option C:</b>	2011 Per Ride Cost	2012 Per Ride Cost	2013 Per Ride Cost
Total	\$11.45	\$11.79	\$12.14
Rider Cost	\$ 3.00	\$ 3.50	\$ 4.00
City Cost	\$ 8.45	\$ 8.29	\$ 8.14

The FY 2011 estimated cost is as follows: \$480,484 (56,862 rides\*8.45/ride)+\$60,000 (2.0 City dispatchers)=\$540,484. In addition, the City will undertake additional maintenance costs. The FY 2011 budget for DAR/Senior Rider ridership is \$458,000 thus the deficit is estimated at \$82,484. The FY 2011 DAR/Senior Rider Budget budget provides for \$27,587 in operating surplus with an estimated unreserved cash balance of \$493,587.

- Option C will allow the City to better manage and maintain the DAR/Senior Rider service. On a continual basis, the City will be able to make improvements and suggestion to improve the efficiency and effectiveness of the service.
- The Federal Transit Administration has awarded the City FY 2009 5309 Capital Funds in the amount of \$373,478 for hardware and software improvements in the fixed route and paratransit services. The City is requesting to purchase a paratransit Route Match Dispatching Hardware, Software with related installation and training in a total amount of approximately \$160,000 via a City of Fargo joint purchase. The Route Match system will be funded as follows: \$128,000 (federal funds) and \$32,000 (local funds). The Route Match software will allow the City to better manage the paratransit system in a more cost effective manner.

**SUPPORT MATERIALS:**

- Grand Forks Taxi Request For Proposals Per Ride Cost Options and associated cost summary spreadsheet.

## Request for Proposals 4.1 Per Ride Cost Options

City of Grand Forks  
255 N 4th St  
Grand Forks, ND  
701-746-8108

Bid Number: 2010-65  
Bid Opening at 2:00PM  
October 28, 2010

**Note:** All proposals must be written, signed and transmitted in a sealed envelope, plainly marked with bid number, Proposal title and Venders name.

### Paratransit and Senior Rider Services:

2011 Per Ride Costs		
Option A	Option 1	\$17.00
	Option 2	\$16.56
Option B		\$14.86
Option C		<del>\$42.59</del> \$11.45

2012 Per Ride Costs*		
Option A	Option 1	\$17.51
	Option 2	\$17.06
Option B		\$15.31
Option C		<del>\$42.97</del> \$11.79

\* Costs calculated using 2011 base year costs plus 3% Price Index increase

2013 Per Ride Costs		
Option A	Option 1	\$18.03
	Option 2	\$17.57
Option B		\$15.77
Option C		<del>\$18.36</del> \$12.14

\* Costs calculated using 2012 base year costs plus 3% Price Index increase

## 4.2- Cost Summary/Bid Price

	Year 1			
	Option A-1	Option A-2	Option B	Option C
Avg miles per ride	5	5	5	5
Average rides per year	60,000	60000	60000	60000
Average miles per year	300,000	300000	300000	300000
Gallons per month	30000	30000	30000	30000
Fuel \$ per gallon	\$ 3.15	\$ 3.15	\$ 3.15	\$ -
Fuel costs peryear	\$ 94,500.00	\$ 94,500.00	\$ 94,500.00	\$ -
Fuel cost per mile	\$ 0.32	\$ 0.32	\$ 0.32	\$ -
<b>Monthly fixed costs</b>				
Project Manager Salary	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00
Asst. Proj. Manager Salary	\$ 33,280.00	\$ 33,280.00	\$ 33,280.00	\$ 33,280.00
Dispatcher Salaries	\$ 97,200.00	\$ 77,390.64	\$ -	\$ -
Bookkeeper Salary	\$ 23,040.00	\$ 23,040.00	\$ 23,040.00	\$ 23,040.00
Part Time Mechanic	\$ 10,400.00	\$ 10,400.00	\$ 10,400.00	\$ 10,400.00
Total Salary Costs	\$ 197,520.00	\$ 177,710.64	\$ 100,320.00	\$ 100,320.00
Taxes, FICA, FUTA, SUTA, etc.	\$ 39,504.00	\$ 35,542.13	\$ 20,064.00	\$ 20,064.00
Health Insurance on 3 emp.	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00
Rent on building	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
Building Insurance	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00
Vehicle Insurance	\$ 45,921.60	\$ 45,921.60	\$ 45,921.60	\$ 45,921.60
Car Payments	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00	\$ 14,400.00
Car Repairs	\$ 78,000.00	\$ 78,000.00	\$ 78,000.00	\$ 58,500.00
Mobile Radio	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Advertising	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
Accountant	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00	\$ 6,600.00
Mechanic Shop	\$ 30,720.00	\$ 30,720.00	\$ 30,720.00	\$ 23,040.00
Uniforms	\$ 5,040.00	\$ 5,040.00	\$ 5,040.00	\$ 5,040.00
Safety training	\$ 5,040.00	\$ 5,040.00	\$ 5,040.00	\$ 5,040.00
Car washes	\$ 7,680.00	\$ 7,680.00	\$ 7,680.00	\$ 5,760.00
Vehicle Cleaning	\$ 1,344.00	\$ 1,344.00	\$ 1,344.00	\$ 1,344.00
Operating Loan Payments	\$ 21,240.00	\$ 21,240.00	\$ 21,240.00	\$ 21,240.00
Misc (legal, prof. fees, etc.)	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00
<b>Total Fixed Costs</b>	<b>\$ 544,689.60</b>	<b>\$ 520,918.37</b>	<b>\$ 428,049.60</b>	<b>\$ 398,949.60</b>
<b>Variable costs</b>				
Driver commission (per ride)	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Number of Rides	60,000	60,000	60,000	60,000
Driver payroll	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00
Payroll Taxes	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00	\$ 48,000.00
Fuel Costs	\$ 94,500.00	\$ 94,500.00	\$ 94,500.00	\$ -
<b>Total Variable Costs</b>	<b>\$ 382,500.00</b>	<b>\$ 382,500.00</b>	<b>\$ 382,500.00</b>	<b>\$ 288,000.00</b>
<b>Total Costs</b>	<b>\$ 927,189.60</b>	<b>\$ 903,418.37</b>	<b>\$ 810,549.60</b>	<b>\$ 686,949.60</b>
Break Even Charge	\$ 15.45	\$ 15.06	\$ 13.51	\$ 11.45
Percent Profit Desired	10.0%	10.0%	10.0%	10.0%
\$\$ Profit Desired	\$ 92,718.96	\$ 90,341.84	\$ 81,054.96	\$ 68,694.96
Revenues Necessary	\$ 1,019,908.56	\$ 993,760.20	\$ 891,604.56	\$ 755,644.56

Desired Revenue per ride/Quote to City	\$ 17.00	\$ 16.56	\$ 14.86	\$ 12.59
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Collect from Customer	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75
Reimburse from City	\$ 14.25	\$ 13.81	\$ 12.11	\$ 9.84

\*estimates are per year

# Request for Council Action

Date: November 9, 2010  
To: East Grand Forks City Council and Mayor Lynn Stauss  
Cc: File  
From: Nancy Ellis, Senior Planner  
RE: 2011-2012 MPO Unified Planning Work Program

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The MPO is preparing their 2011-2012 Work Program. As part of this process they request items from both Grand Forks and East Grand Forks for inclusion in the document. They request that the priority list receive approval by the City Council to ensure the list is a consensus of the entire council.

The Transportation Improvement Program (TIP) needs to be annually updated and approved. In addition, portions the Long Range Transportation Plan will be updated in the next two years. Those portions include a transit and bike/pedestrian plan update, as well as data gathering for the street and highway plan (which will be updated in 2013). These are projects that the MPO must fund first. The MPO staff has tentatively identified that \$150,000 per year is available for additional studies desired by its member jurisdictions.

The following is a list of potential studies to consider for submittal. These studies are suggested to address concerns or comments regarding potential land use and transportation issues. The list is prioritized since the MPO does have a budget limit that it is working from, however some items may be adjusted to fit with what money may remain for a particular year.

- 1) Transportation study for N. East Grand Forks street network - Conduct a north end East Grand Forks traffic study that has the possible full intersection at 5th Ave NW as the focal point. Recommendations for existing and future street design, traffic operations, intersection controls and safety improvements, as well as ped/bike and transit options should be addressed in this study. Budget amount for study - \$75,000
- 2) New Development Infrastructure Financing Study for development ordinance - Request a study for recommendations for updating or rewriting the subdivision ordinance. Items to consider in the study: address utility and road improvements as to what is required, when they are installed, and who pays. Budget amount for study - \$20,000 (conducted in house).

Staff would welcome discussion on any other transportation planning studies that we may have missed in this list. Approval is needed from the Council to submit these work program activities to the MPO.

**RESOLUTION NO. 10 – 11 - xxx**

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

WHEREAS, The City Administrator/Clerk-Treasurer with the assistance of the person designated, has calculated the proper amount to be specially assessed against every lot, piece and parcel of land, without regard to cash valuation, utilities and street foundation improvements described as “2010 Assessment Job No. 1 – Laurel Dr Paving”; and

WHEREAS, Said calculations known as the proposed assessments were filed with the Administrator/Clerk-Treasurer on July 6, 2010; and

WHEREAS, On June 16, 2010 and June 23, 2010, published notice was given in the official newspaper of a meeting of the Council to consider the said proposed assessment, and a copy of said published notice was mailed on June 10, 2010, to the owner(s) of the tract(s) or parcel(s) of land as provided by law, and the public hearing was held on July 6, 2010 and all objections to said proposed assessment have been considered by the Council, and

BE IT RESOLVED, That the City Council of the City of East Grand Forks, Minnesota, hereby determines that the property in the said proposed assessment is benefited by the improvement and that the amount of said assessment is based upon the benefit received, without regard to cash valuation, and that every lot, piece and parcel or parcels of land set out therein as assessable and that said proposed assessment has been calculated in accordance with the law, and

BE IT FURTHER RESOLVED, That said proposed assessments for said improvement be and hereby are adopted as the special assessments against the tracts of land stated in the assessment roll in the amount set out therein and that this assessment roll be given the descriptive name of “Assessment Roll No. 316-Laurel Dr Paving”.

BE IT FURTHER RESOLVED, That the said assessment shall be payable in equal installments over a period of twenty (20) years.

BE IT FURTHER RESOLVED, That interest at the rate of 6.5 percent per annum on the entire assessment from the date of the resolution levying said assessment to December 31, 2011, and each subsequent installment will be payable with one year’s interest at said rate on all unpaid installments, except that no interest will be charged if the entire assessment as to any parcel is paid at the office of the City Administrator/Clerk-Treasurer within 30 days from the date of adoption of the assessment roll. No partial prepayment has been authorized by ordinance.

BE IT FURTHER RESOLVED, That the City Council of the City of East Grand Forks, Minnesota previously adopted Resolution No. 10-07-70 which accepted the assessment roll for 2010 Assessment Job No.1-Laurel Dr. Paving –Point of Woods 5<sup>th</sup> Addition for a total assessment of \$228,029.04. The City Council will readopt the Assessment Roll #316 to reflect the new total assessment of \$220,096.17.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 10 - 11 – XXX**

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

WHEREAS, the City Council has passed budget resolution 09-12-93 authorizing other transfers occurring in 2010; and

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the Clerk-Treasurer is authorized to make the following transfers for budget year 2010 as set out hereafter:

<u>Reason</u>	<u>Amount</u>	<u>Transfer To</u>	<u>Transfer From</u>
Fund W&L Arena Loan	\$120,000	410-2005 City Projects	101-General
Local Share City Projects	\$100,000	415-2007 City Projects	101-General
Distribute Tax Levy-Debt fund	\$14,746	534-2006 Bond	101-General
Distribute Tax Levy-Debt fund	\$10,426	535-2007 Bond	101-General
Interest Income Perpetual Care	\$2,632	214-Cemetery	849-Perpetual Care
Shortage in Bond Fund	\$120,000	533-2004 Bond	280-Lot Sales

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of the Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 10 - 11 – XXX**

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

WHEREAS, the City Council has passed budget resolution 09-12-93 authorizing the original budget for 2010; and

WHEREAS, Budget resolution 09-12-93 requires amending to allow the Library to take advantage of available grant money to make needed expenditures. The AMENDED budget expenditures were funded by the related grants.

						Library	
						2010	
						Amend	
Source:							
		Knight Grant	\$28,650	2009			
		Total Sources	\$28,650				
Use:							
		Training				3,700	
		Equipment				24,950	
		Total Uses				28,650	

BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the budgeted expenditures for the Library Fund shall be amended for the 2010 year end.

Voting Aye:  
Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of the Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010

\_\_\_\_\_  
Mayor

**EAST GRAND FORKS  
CIVIC RECREATION CENTER AND VFW MEMORIAL ARENA  
LEASE AGREEMENT**

This Agreement entered into this 25 day of October, 2010, by and between the City of East Grand Forks, Minnesota, a municipal corporation (hereinafter referred to as "Lessor"), and Independent School District No. 595, East Grand Forks, Minnesota (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor is the owner of the certain buildings and grounds commonly known as the East Grand Forks Civic Recreation Center and VFW Memorial Arena which have facilities for making artificial ice, together with ice maintenance equipment, locker rooms, and other facilities commonly used in the sport of hockey; said facilities and space being amendable for many other school activities, such as but not limited to, physical education classes, soccer, dances, graduation exercises, and other activities; and

**WHEREAS**, Lessee desires to enter into a Lease Agreement with Lessor, wherein and whereby Lessee shall have the right to use said Civic Recreation Center and VFW Memorial Arena during the school year of the fall of 2010, for school activities, at such times and for such rental payments and terms and conditions as hereinafter set forth;

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereto do now hereby agree as follows, to-wit:

That the Lessor shall lease the said Civic Recreation Center and VFW Memorial Arena to Lessee for the 2010-2011 school year, the school year normally being considered as being from August 15<sup>th</sup> to June 15 of the following year, for the consideration of \$93,500.00;

**IT IS HEREBY FURTHER AGREED** by and between the parties hereto as follows, to-wit:

I. **Lessor shall:**

A. During the school year period as defined above, permit the Lessee to schedule its School activities in the Civic Recreation Center and VFW Memorial Arena, said scheduling being subject to the following conditions.

1. Lessee shall have first priority in scheduling the boys and girls varsity hockey games. Junior varsity for boys are included in the above priority position when preliminary to the varsity games. When junior varsity games are not preliminary games, scheduling of the same shall be scheduled at the convenience of the parties hereto.

2. Lessee hockey team practice for all teams shall not exceed four and one-half (4 ½) hours on any one day, with such practice terminating no later than 7:00 p.m. or as agreed.
  3. In addition to scheduling hockey games and practices, as hereinbefore provided, the Lessee may schedule, subject to the approval and advice of the Lessor's Superintendent of Parks and Recreation, any and/or all of the following activities of the Lessee, to-wit: graduation ceremonies, physical education classes, dances, and such other school activities as may be conveniently scheduled.
- B. Lessor shall provide all maintenance for the building, machinery and ancillary facilities, together with heat and utilities.
  - C. Lessor shall have sole control over the sale of merchandise, advertising and concession stands providing food and refreshments for the participants and spectators.

II. **Lessee shall:**

- A. Pay the rents as hereinbefore set forth. The first half of the payment is due and payable no later than January 15, 2011. The remaining balance shall be payable no later than April 15, 2011.
- B. Provide and pay the cost of all security personnel necessary for policing activities conducted by the Lessee, and shall be solely responsible for the supervision and control of the participants and spectators at any event under Lessee's sponsorship.
- C. Provide all first aid equipment and personnel to provide on site medical assistance to include but not limited to the participants, spectators and volunteers at any event under the Lessee's sponsorship.
- D. Be solely responsible for the supervision and control of its volunteers and it is strongly recommended by the Lessor that if said volunteers are working directly with children that background checks be performed in accordance with "The Minnesota Child Protection Act (MN Stat. 299C)". Any volunteers provided by the Lessee are not "City Volunteers" and are acting on behalf of the Lessee and **ARE NOT** acting on behalf of the Lessor.

- E. At its discretion provide medical and accident coverage for injuries to participants involved in any event under the Lessee's sponsorship. Further, the Lessee shall provide liability insurance to cover any injuries to third parties as a result of the actions of the employees, volunteers, participants and/or the Lessee's agents and representatives at any event under the Lessee's sponsorship.
- F. Not allow discrimination of any kind, no person or organization at any Lessee sponsored event shall in any way be favored or discriminated against because of race, color creed, age, religion, marital status, sex, political opinion or affiliation, disability, sexual orientation, or welfare assistance status.
- G. Be responsible for maintaining the Green Wave locker room for boys and girls.
- H. That Lessee does hereby agree to defend, save, hold harmless, and indemnify the Lessor from and against all liability, damage loss, claims, dements and actions of any nature whatsoever which arise out of or are connected with, or are claims to arise out of or be connected with the use of the Civic Recreation Center and VFW Memorial Arena or any other Recreational facility owned by the Lessor and used by the Lessee as set forth in the Agreement or otherwise.

III. **Fire and Property Insurance.**

- A. Lessor shall secure and pay for insurance coverage upon the Premises for fire, windstorm, and the risks covered by extended coverage; Lessee shall secure and pay for such insurance coverage upon its own property, furniture, fixtures, inventory or other risks as it, in its discretion, shall determine.
- B. Lessee shall not permit any operation to be conducted on the premises that would cause suspension or cancellation or a premium increase of any insurance coverage secured by Lessor.
- C. Any insurance secured by Lessor covering the perils of fire, windstorm, and extended coverage, and insuring the Premises against loss or damage shall be for the sole benefit of Lessor and the policy shall be under its sole control.

**IV. Waiver of Subrogation.**

Each party hereto waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this Lease or any renewal or extensions thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of the Premises leased to Lessee hereunder, which loss or damage is covered by valid and collectable fire, windstorm, tornado or extended coverage insurance policies, to, and only to, the extent that such loss or damage is recoverable under said insurance policies. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waivers or release contained in this Lease with respect to loss of, or damage to, property of the parties hereto. Because the above mutual waivers preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person) each party hereto agrees immediately to give to the insurance company which has issued its policies of fire, tornado, windstorm or extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

**V. Destruction or condemnation of premises.**

If the Premises are partially destroyed in a manner that prevents the conducting of Lessee's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction Lessor shall repair the Premises and lease payments shall

abate during the period of the repair. However, if the damage is not repairable within sixty days, or if Lessor is prevented from repairing the damage by forces beyond Lessor's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

**VI. Government Data Practices Act.**

Numerous types of data are categorized as private, non-public, or confidential under the Minnesota Government Data Practices Act. In many circumstances, data may not be disclosed except with authorization of the subject of the data or pursuant to court order. To ensure that the Data Practices Act is not violated, the parties to this lease agreement are strictly prohibited from disclosing to a third party, any personnel data, data relating to pending civil legal actions, or any other data that might be classified as private, non-public, or confidential without the Lessor's express authorization.

**VII. Assignment, Amendments, Waiver, and Contract Complete.**

- A. **Assignment.** The Lessee may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the Lessor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- B. **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- C. **Waiver.** If the Lessor fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- D. **Contract Complete.** This agreement contains all negotiations and agreements between the Lessor and the Lessee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.



**RESOLUTION NO. 10 - 11 - xxx**

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

WHEREAS, The following listed properties did not comply with City grass control regulations; and

WHEREAS, The City's Public Works Department did maintain said properties after due notice was given; now therefore

BE IT RESOLVED, That the City Council hereby orders that the following costs, with interest charged at 10% per year beginning on January 1, 2011, for mowing grass on the respective properties be certified to the County Auditor for collection with the 2010 real estate taxes:

<u>Parcel #</u>	<u>Legal Description of Property</u>		<u>Original Mowing Cost</u>
83.01617.00	Wurdens 2 <sup>nd</sup> Addition, Lot 006 Block 004	(2 times)	\$160.31
83.11014.00	136 4 <sup>th</sup> St NW	(2 times)	\$160.31
83.01878.00	Mikkelson & Reillys 1 <sup>st</sup> Addition, Lot 008 Block 001	(2 times)	\$160.31
83.02525.00	Kembles Outlots, Lot 007	(Mow & Bag)	\$160.31
83.04049.00	Greenway Crossing 2 <sup>nd</sup> Addition, Lot 021 Block 004		\$80.16
83.00182.00	Trails Addition, Lot 032 Block 002		\$80.16
83.03324.00 & 83.03325.00	Gateway East 2 <sup>nd</sup> ReSub Division, Lot 008 Block 001 & Lot 009 Block 001		\$160.31

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

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**RESOLUTION NO. 10 – 11 - xxx**

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

WHEREAS, The City of East Grand Forks has offered sidewalk replacement program with reimbursement incentive and a special assessment financing option to property owners within the community; and

WHEREAS, the City of East Grand Forks has obtained a signed copy of the sidewalk assessment form from the property owners and paid the contractor for the sidewalk replacement; and

WHEREAS, the amount assessed against the property is the total amount paid to the contract less the sidewalk reimbursement incentive. The entire amount assessed against the parcel of land, unless prepaid, at an interest rate of 5.5% and in five or seven equal installments depending on the lot type, as outlined in the sidewalk replacement program; and

WHEREAS, three property owners have chosen to defer the cost of their sidewalk replacement through the city’s special assessment financing option known as Roll#998, and now therefore;

BE IT RESOLVED, That the City Council of and for the City of East Grand Forks, Minnesota, authorizes the City Clerk-Treasurer per City Code Section 12.04, Subdivision 8, Paragraph B, to certify the following delinquent accounts to the County Auditor for collection with the 2011 Real Estate Taxes:

<u>Parcel Number</u>	<u>Property Owner</u>	<u>Address</u>	<u>Lot Type</u>	<u>Number of Installments</u>	<u>Total Assessment Amount</u>
83.00204.00	Leopoldo & Maria Saucedo	821 1 <sup>st</sup> Ave NE	Reg	5	\$2,293.75
83.00313.00	George Ross	605 2 <sup>nd</sup> Ave NW	Reg	5	\$3,418.90

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

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held October 21, 2010 at 5:00 P.M.

Present: Brickson, Quirk, Tweten

Absent: Ogden

It was moved by Commissioner Tweten second by Commissioner Quirk that the minutes of the previous meeting of October 7, 2010 be approved as read.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

It was moved by Commissioner Tweten second by Commissioner Quirk to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,004,616.43.

Voting Aye: Brickson, Quirk, Tweten

Voting Nay: None

Commissioner Ogden entered the meeting at 5:07 P.M.

It was moved by Commissioner Quirk second by Commissioner Ogden to declare 306 feet of Okonite cable as surplus material and approve its sale to the city of Warren for a total amount of \$1,102.64.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden to accept the proposal from Home Energy Science for a 1 year contract to provide energy audits to East Grand Forks residents.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

It was moved by Commissioner Quirk second by Commissioner Ogden that the meeting be adjourned to a closed meeting.

Voting Aye: Brickson, Quirk, Ogden, Tweten

Voting Nay: None

Minutes of a closed meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held October 21, 2010 at 6:00 P.M.

Present: Brickson, Quirk, Ogden

Absent: Tweten

Also present were: Scott Huizenga, Mark DeMers, Dan Boyce, Ron Galstad and Lori Maloney.

Discussion was held on wage negotiations.

It was moved by Commissioner Ogden second by Commissioner Quirk to adjourn to the next regular meeting on November 4, 2010 at 5 P.M.

Lori Maloney  
Secy

**RESOLUTION NO. 10-11-XX**

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, adopted Resolution 10-09-92 to approve a Rescue Unit Fee in East Grand Forks, Minnesota; and

WHEREAS, the approved fee per utility account does not provide a mechanism for multi-unit properties that have one consolidated utility account; and

WHEREAS, the City Council desires to amend the policy adopted by Resolution 10-09-92 to include a per unit fee on multi-unit properties; and

WHEREAS, the City Council desires that the approved fee discount for potential vacancy rates and reduced administration of consolidated billing.

NOW THEREFORE, BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, that the following fee in the right hand column are hereby approved and adopted, to be effective January 1, 2011 on all multi-unit utility bill customers.

	Current	Proposed
Rescue Unit Fee Per Unit (Multi-Unit)	\$0	\$3.50

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> day of November, 2010.

\_\_\_\_\_  
Mayor

**LABOR AGREEMENT**

**between**

**CITY OF EAST GRAND FORKS, MINNESOTA**

**and**

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

**JANUARY 1, 2010**

**through**

**DECEMBER 31, 2012**

**TABLE OF CONTENTS**

<b>Article</b>	<b>Page</b>
<b>ARTICLE 1: PURPOSE OF AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 2: DEFINITIONS .....</b>	<b>4</b>
<b>ARTICLE 3: CERTIFICATION AND RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 4: MANAGEMENT RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 5: UNION RIGHTS.....</b>	<b>5</b>
<b>ARTICLE 6: GRIEVANCE PROCEDURE.....</b>	<b>6</b>
<b>ARTICLE 7: SAVINGS CLAUSE.....</b>	<b>8</b>
<b>ARTICLE 8: LEAVES OF ABSENCE .....</b>	<b>9</b>
<b>ARTICLE 9: DISCHARGE OR SUSPENSION .....</b>	<b>9</b>
<b>ARTICLE 10: INSURANCE.....</b>	<b>10</b>
<b>ARTICLE 11: HOLIDAYS .....</b>	<b>12</b>
<b>ARTICLE 12: VACATIONS.....</b>	<b>13</b>
<b>ARTICLE 13: SICK LEAVE.....</b>	<b>14</b>
<b>ARTICLE 14: HOURS OF WORK.....</b>	<b>17</b>
<b>ARTICLE 15: WAGE SCHEDULE.....</b>	<b>17</b>
<b>ARTICLE 16: OTHER PAY .....</b>	<b>17</b>
<b>ARTICLE 17: SENIORITY .....</b>	<b>19</b>
<b>ARTICLE 18: LAY OFF AND RECALL.....</b>	<b>19</b>
<b>ARTICLE 19: PROMOTIONS.....</b>	<b>20</b>
<b>ARTICLE 20: SAFETY AND HEALTH .....</b>	<b>21</b>
<b>ARTICLE 21: COMPENSATORY TIME.....</b>	<b>21</b>

**ARTICLE 22: WAIVER.....22**  
**ARTICLE 23: TERMINATION AND MODIFICATION .....22**  
**SCHEDULE A .....24**

## ARTICLE 1: PURPOSE OF AGREEMENT

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

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

## ARTICLE 2: DEFINITIONS

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

### ARTICLE 3: CERTIFICATION AND RECOGNITION

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

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

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

### ARTICLE 4: MANAGEMENT RIGHTS

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

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

### ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deductions

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

Section 5.2 Steward and Representative

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

Section 5.3 Facilities

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

Section 5.4 Bulletin Board

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

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 Definition of a Grievance

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

Section 6.2 Union Representative

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

Section 6.3 Processing a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal WORKING HOURS only when consistent with

such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal WORKING HOURS provided the EMPLOYEE and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

#### Section 6.4 Procedure

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

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

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

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

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

Section 6.5 Arbitrators Authority

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

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

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

Section 6.6 Waiver

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

ARTICLE 7: SAVINGS CLAUSE

This Agreement is subject to the laws, ordinances, regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction,

from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

## ARTICLE 8: LEAVES OF ABSENCE

### Section 8.1 Funeral Leave

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

### Section 8.2 Jury Duty

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

### Section 8.3 Other Leaves

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

### Section 8.4 Union Business

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

## ARTICLE 9: DISCHARGE OR SUSPENSION

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

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

Section 9.3 Probationary Employees

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

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance

Subsection 10.1.1 Non Dependent (single) Coverage. Effective January 1, 2010, the EMPLOYER shall pay up to \$420.11 of the premium cost per month for a non-dependent (single) policy for each full-time EMPLOYEE who requests such coverage and is enrolled in the EMPLOYER'S group health and hospitalization plan. Effective January 1, 2011, the employer shall pay up to \$436.91 of the premium cost per month for a non-dependent (single) policy for each full-time employee who requests such coverage and is enrolled in the employer's group health and hospitalization plan. Effective January 1, 2012, the employer shall pay up to \$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 pay up to \$961.76 of the premium cost per month for a dependent (family) policy for each full-time EMPLOYEE who requests such coverage and is enrolled in the EMPLOYER'S group health and hospitalization plan. Effective January 1, 2011, the employer shall pay up to \$1000.23 of the premium cost per month for a dependent (family) policy for each full-time employee who requests such coverage and is enrolled in the employer's group health and hospitalization plan. Effective January 1, 2012, the employer shall pay up to \$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 Scope of EMPLOYER Responsibility. The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE'S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this Agreement by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

## Section 10.2 Life Insurance

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

## Section 10.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 10.3.1. Beginning in 2009, all full time EMPLOYEES eligible for severance pay for unused vacation and sick leave under this Agreement shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Health Care Savings Plan.

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

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

## ARTICLE 11: HOLIDAYS

### Section 11.1 Holidays

The following days shall be recognized as paid holidays:

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

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

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

### Section 11.2 Floating Holiday

The two (2) floating holidays may be used at the EMPLOYEE'S discretion, but only with the EMPLOYER'S approval. The request to use the floating holidays must be made to the EMPLOYER at least one (1) day prior to the date requested.

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

### Section 11.3 Legal Holiday Pay

- A. If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu.
- B. Employees shall be paid their current hourly rate of pay times the number of hours in their regular workday for each holiday.
- C. If Independence Day or Veteran's Day falls on a Saturday, the preceding Friday shall be the holiday.
- D. If Independence Day or Veteran's Day falls on a Sunday, the following Monday shall be the holiday.

- E. If New Year's Day or Christmas Day falls on a Saturday, the preceding Friday shall be the holiday. and Christmas Eve and New Year's Eve as herein before defined and limited in Section 1 of this Article shall be taken on the preceding Thursday.
- F. If New Year's Day or Christmas Day falls on a Sunday, the following Monday shall be the holiday and Christmas Eve and New Year's Eve as hereinbefore defined and limited in Section 12.1 of this Article shall be taken on the preceding Friday

Section 11.4. Work Performed on Holiday

If an EMPLOYEE is required to work on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their hourly wage listed in Schedule A in addition to their holiday pay or receive compensatory time as provided in Article 24.

ARTICLE 12: VACATIONS

Section 12.1 Eligible Employees and Accrual

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

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

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

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

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

Section 12.2 Separation of Employment

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

Section 12.3 Selection

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

Section 12.4 Vacation Carried

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

ARTICLE 13: SICK LEAVE

Section 13.1 Accumulation of Compensation

- Subsection 13.1.1 Sick leave shall be accumulated at the rate of eight (8) HOURS per calendar month of service with unlimited accumulation of hours. Compensation under this Article will be at the EMPLOYEE'S hourly wage listed in Schedule A.
- Subsection 13.1.2 Only WORKING DAYS shall be counted when computing sick leave.

### Section 13.2 Proof of Illness

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

### Section 13.3 Worker's Compensation

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

### Section 13.4 Family Illness

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

### Section 13.5 Accumulation While on Leave

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

### Section 13.6 Separation of Employment

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

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

Upon resignation, retirement, death or disability of an EMPLOYEE, EMPLOYEES hired on or after April 1, 2010 shall be paid for 50% of the EMPLOYEE'S unused sick leave then

accumulated, the pay therefore shall be at the employee's normal rate of compensation then being received.

### Section 13.7 Beneficiary

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

### Section 13.8 Sell Back

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

### Section 13.9 Sick Leave Donation

An Employee may, on a voluntary basis, donate accumulated sick leave days to a co-worker after said co-worker has exhausted his sick leave due to an illness or injury. The donor employee must maintain ninety (90) days in their bank and the recipient cannot receive more than thirty (30) days per illness or injury. Employees are not eligible to participate until their probationary period is complete. An EMPLOYEE who is the recipient of sick leave donation must have completed at least twelve (12) months of full-time service in a sick-leave accruing position. Once the EMPLOYEE has exhausted accrued and donated sick leave, the EMPLOYEE is not eligible for for any additional donated sick leave until twelve (12) months after returning to work from the last donated hour received.

## ARTICLE 14: HOURS OF WORK

### Section 14.1 Consecutive Hours of Work

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

## ARTICLE 15: WAGE SCHEDULE

### Section 15.1 Wage Schedule

EMPLOYEES shall be compensated in accordance with the wage schedule attached to this Agreement entitled Schedule A. The attached schedule is incorporated herein by reference and shall be considered part of this Agreement. EMPLOYEES will be placed on the pay grade commensurate to the EMPLOYEE'S job classification; and on the pay step that is nearest step 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 at the anniversary date of the EMPLOYEE if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior calendar year.

### Section 15.2 New Classification

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

### Section 15.3 Daily Guarantee

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

## ARTICLE 16: OTHER PAY

### Section 16.1 Hours of Overtime

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

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

#### Section 16.2 Equal Distribution

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

#### Section 16.3 Method of Distribution

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

#### Section 16.4 Record of Hours

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

#### Section 16.5 Holiday Hours

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

#### Section 16.6. Call Back or Extension of Shift

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

#### Section 16.7 On Call Pay

Waste Water Operators required to be on call by the EMPLOYER during non-WORKING HOURS and EMPLOYEES temporarily required to be on call to respond to calls relating to such operators' duties during non-WORKING HOURS shall be paid \$.50 per hour for each hour the EMPLOYEE is on call. This section does not apply to the Public Works Foreman.

## ARTICLE 17: SENIORITY

### Section 17.1 Probationary Employees

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

### Section 17.2 Posted List

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

### Section 17.3 Loss of Seniority

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

### Section 17.4 Job Preference

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

## ARTICLE 18: LAY OFF AND RECALL

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

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

## ARTICLE 19: PROMOTIONS

### Section 19.1 Filling of Vacancies

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

### Section 19.2 Posting of Vacancies

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

### Section 19.3 Probationary Period

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

### Section 19.4 Unable to Perform

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

### Section 19.5 Temporary Assignment

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

## ARTICLE 20: SAFETY AND HEALTH

### Section 20.1 OSHA

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

### Section 20.2 Cooperation

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

### Section 20.3 Safety and Training Requirements

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

### Section 20.4 Safety Committee

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

### Section 20.5 Physical Exams

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

## ARTICLE 21: COMPENSATORY TIME

EMPLOYEES may earn compensatory time in lieu of overtime pay at the EMPLOYEE'S option. If EMPLOYEES elect compensatory time in lieu of overtime pay, they will receive one and one-half (1-1/2) hours of compensatory time for each hour of overtime that they elect to take as compensatory time. EMPLOYEE may not accumulate more than eighty (80) banked hours of compensatory time. EMPLOYEES may use compensatory time by mutual agreement between the EMPLOYEE and EMPLOYER. All accumulated compensatory time in will be paid off as of October 31<sup>st</sup> of each year.

ARTICLE 22: WAIVER

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

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

The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 23: TERMINATION AND MODIFICATION

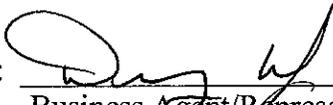
This Agreement shall remain in full force and effect for a period commencing on January 1, 2010, and remaining in effect through December 31, 2012, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this \_\_\_\_\_ DAY of \_\_\_\_\_, 200\_\_\_\_\_

City of East Grand Forks

Teamsters Local No. 120

By: \_\_\_\_\_  
Mayor

By:  \_\_\_\_\_  
Business Agent/Representative

Dated: \_\_\_\_\_

Dated: 11-1-10

By: \_\_\_\_\_  
City Administrator/Clerk-Treasurer

By: Dale Gulbransen  
Steward

Dated: \_\_\_\_\_

Dated: 11/4/10

By: Barbara Stumpf  
Secretary-Treasurer

Dated: 11-1-10

## SCHEDULE A

Commencing January 1, 2010, EMPLOYEES shall be compensated according to the following schedule.

<u>Classification</u>	<u>Start</u>	<u>6 Mon</u>	<u>12 Mon</u>	<u>24 Mon</u>	<u>36 Mon</u>
W. Water Maint Helper	15.97	17.49	18.06	18.30	18.49
Custodian	16.17	18.05	18.28	18.47	18.72
Park Dept. Maint.	16.17	18.05	18.28	18.47	19.16
Truck Driver	16.17	18.05	18.28	18.47	18.72
Equipment Operator II	16.77	18.71	18.93	19.16	19.36
Equipment Operator I	17.56	19.60	19.82	20.05	20.28
Mechanic	17.56	19.66	19.82	20.05	20.28
Stormwater Operator	18.04	20.08	20.30	20.53	20.76
Waste Water Operator II	18.04	20.08	20.30	20.53	20.76
Public Works Foreman	19.33	21.57	21.80	22.05	22.31
Waste Water Operator	20.80	22.84	23.04	23.28	23.51

Commencing January 1, 2011, EMPLOYEE'S will be placed on the pay grade in the Compensation Plan commensurate to the EMPLOYEE'S job classification; and on the pay step that is nearest step above the EMPLOYEE'S base pay plus longevity pay + plus clothing allowance for the ending pay period that includes December 31, 2010, with a minimum increase of one percent (1%). . Commencing January 1, 2012, each EMPLOYEE not at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period, with a minimum increase of one percent (1%). The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based. The anniversary date for all employees hired before April 1, 2010 shall be July 1. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification.

## Teamsters Local No. 120 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
Custodian	3
Truck Driver	5
Equipment Operator	6
Parks Maintenance Worker	6
Waste Water Operator	8
Storm Water Operator	8
Mechanic	8
Public Works Foreman	11

**RESOLUTION NO. 10 – 11 – 120**

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 7974 for a total of \$1,249.79.

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 \$1,249.79 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 November 16, 2010.

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

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> of November, 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 3<sup>rd</sup> Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 7974 for a total of \$1,249.79.
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 November 16, 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)

**RESOLUTION NO. 10 – 11 – 121**

Council Member \_\_\_\_\_, reported by Council Member \_\_\_\_\_, introduced the following resolution and moved its adoption:

**RESOLUTION RATIFYING CONTRACTS**

WHEREAS, the City of East Grand Forks purchased the following goods from Bert’s Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
10-18-10	44945	New Sander Box	\$13,106.57
10-27-10	45016	Hyd Filter Head & Filter	\$298.18
10-27-10	45072	Hyd Filter Head & Filter	\$45.45
11-5-10	45155	Cutting Edges	\$775.98

WHEREAS, Wayne Gregoire, 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 \$14,883.61 on check number 7936 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 November 16, 2010.

Voting Aye:  
Voting Nay: None.  
Abstain: Gregoire.

The President declared the resolution passed.

Passed: November 16, 2010

Attest:

\_\_\_\_\_  
City Administrator/Clerk-Treasurer

\_\_\_\_\_  
President of Council

I hereby approve the foregoing resolution this 16<sup>th</sup> of November, 2010.

\_\_\_\_\_  
Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA )  
COUNTY OF POLK ) ss  
CITY OF EAST GRAND FORKS )

I, Wayne Gregoire, being duly sworn states the following:

1. I am 5<sup>th</sup> Ward Council Member of the City of East Grand Forks.
2. The following goods were furnished to the City of East Grand Forks by Bert’s Truck Equipment:

<u>Date</u>	<u>Invoice</u>	<u>Description</u>	<u>Total Amount</u>
10-18-10	44945	New Sander Box	\$13,106.57
10-27-10	45016	Hyd Filter Head & Filter	\$298.18
10-27-10	45072	Hyd Filter Head & Filter	\$45.45
11-5-10	45155	Cutting Edges	\$775.98

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 November 16, 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: ejohnson  
Printed: 11/10/2010 - 3:29 PM



# City of East Grand Forks

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

Check	Date	Vendor No	Vendor Name	Amount	Voucher
7927	11/16/2010	ACM001	Acme Electric Companies	1,054.73	0
7928	11/16/2010	AKE001	Dave Aker	583.00	0
7929	11/16/2010	ALB001	Albrecht Manufacturing	938.36	0
7930	11/16/2010	AME002	American Tire Service	54.25	0
7931	11/16/2010	AME008	American Tire Service Inc	2,317.94	0
7932	11/16/2010	AME005	Ameripride Linen & Apparel Services	226.03	0
7933	11/16/2010	AND008	Marcy Anderson	155.00	0
7934	11/16/2010	AND006	Robert Anderson	250.00	0
7935	11/16/2010	AQU001	Aqua Water Solutions	38.85	0
7936	11/16/2010	BER001	Bert's Truck Equipment	14,883.61	0
7937	11/16/2010	BOR001	Border States Electric Supply	286.78	0
7938	11/16/2010	BOR002	Border States Trophy & Awards	330.93	0
7939	11/16/2010	BRU001	Jay Bruce	106.74	0
7940	11/16/2010	C&R001	C&R Laundry & Cleaners	287.22	0
7941	11/16/2010	CAR002	Carquest Auto Parts	99.16	0
7942	11/16/2010	CAR011	Carrot Top Industries Inc	182.62	0
7943	11/16/2010	GFT003	Donald Scott Cash	3,447.36	0
7944	11/16/2010	COL002	Cole Papers Inc	474.55	0
7945	11/16/2010	CRE001	Creative Product Source Inc	131.22	0
7946	11/16/2010	CRO001	Crookston City	1,916.04	0
7947	11/16/2010	DIA001	Richard Papenfuss Diamond Cleaning	347.88	0
7948	11/16/2010	DRA001	Mark Dragich	156.00	0
7949	11/16/2010	EAS007	East Side Travel Plaza	28.80	0
7950	11/16/2010	EME001	Emergency Apparatus Maintenance In	1,620.65	0
7951	11/16/2010	ENV002	Environmental Equipment	625.64	0
7952	11/16/2010	SPO002	Linda Erickson-Spokely	25.00	0
7953	11/16/2010	EXP003	Explorer Post #38	50.00	0
7954	11/16/2010	EXP002	Exponent	1,091.09	0
7955	11/16/2010	FIL001	Filter Care	104.31	0
7956	11/16/2010	FLA001	Flaherty & Hood PA	72.33	0
7957	11/16/2010	FOX001	Foxit Corporation	436.00	0
7958	11/16/2010	G&K001	G&K Services	241.95	0
7959	11/16/2010	GAF001	Gaffaneys	90.79	0
7960	11/16/2010	GAL003	Galstad Jensen & McCann PA	9,501.25	0
7961	11/16/2010	GAR001	Garden Hut Inc	7.58	0
7962	11/16/2010	GEO001	George's Quick Printing	285.36	0
7963	11/16/2010	GFC001	GF City Utility Billing	14,817.45	0
7964	11/16/2010	GFH002	GF Herald	609.00	0
7965	11/16/2010	GFW001	GF Welding & Machine	6.41	0
7966	11/16/2010	GOD001	Godfathers Exterminating Inc	133.59	0
7967	11/16/2010	GOM001	Gompf Displays	1,271.81	0
7968	11/16/2010	GOP002	Gopher State Lawn Sprinklers	118.01	0
7969	11/16/2010	GRA004	Grand Cities Towing	100.00	0
7970	11/16/2010	GRE011	Greenberg Roofing	6,757.00	0
7971	11/16/2010	GUL001	Dale Gulbranson	75.00	0
7972	11/16/2010	H&S001	H&S Construction	3,660.00	0
7973	11/16/2010	HAI002	Rick Hajicek	285.00	0
7974	11/16/2010	HAR001	Hardware Hank	1,249.79	0
7975	11/16/2010	HEA001	Heartland Paper	219.15	0
7976	11/16/2010	HUG001	Hugo's	79.76	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
7977	11/16/2010	INT003	Integra Telecom	151.41	0
7978	11/16/2010	INT011	Integrated Process Solutions Inc	2,192.82	0
7979	11/16/2010	JobsHQ	JobsHQ	1,165.17	0
7980	11/16/2010	JOH014	Catherine Johnson	182.37	0
7981	11/16/2010	KEL001	Kellermeyer Building Service	2,671.88	0
7982	11/16/2010	KEL003	Kelly Services	637.00	0
7983	11/16/2010	LEA001	League of MN Cities	565.00	0
7984	11/16/2010	LEI002	Leisureland RV	24.93	0
7985	11/16/2010	LIT001	Lithia Payment Processing	266.04	0
7986	11/16/2010	LUM001	Lumber Mart	39.27	0
7987	11/16/2010	MAR004	Marco	85.54	0
7988	11/16/2010	MCD001	McDonald's of EGF	62.16	0
7989	11/16/2010	MPO001	Metropolitan Planning Organization	8,073.79	0
7990	11/16/2010	MIK001	Mike's Pizza	55.08	0
7991	11/16/2010	NEW001	Newman Signs	1,580.00	0
7992	11/16/2010	NOR004	Northern Plumbing Supply	14.89	0
7993	11/16/2010	ORE001	O'Reilly Auto Parts	392.52	0
7994	11/16/2010	ODL001	Odland Fitzgerald Reynolds & Harbot	360.00	0
7995	11/16/2010	OLS001	Chris Olson	12.00	0
7996	11/16/2010	OPP001	Opp Construction	28,390.00	0
7997	11/16/2010	PAM001	Pamida	14.96	0
7998	11/16/2010	PAP002	Nicole Pape	65.00	0
7999	11/16/2010	PAR002	Party America Corp Offices	42.61	0
8000	11/16/2010	PAU004	Paul Grzadzieski	823.00	0
8001	11/16/2010	PET001	Peterson Veterinarian Clinic P.C.	427.50	0
8002	11/16/2010	POL004	Polk County Recorder	56.35	0
8003	11/16/2010	POL008	Polk County Sheriff's Office	1,646.50	0
8004	11/16/2010	PRA001	Praxair Distribution	19.08	0
8005	11/16/2010	PRE001	Premium Waters Inc	78.62	0
8006	11/16/2010	QUI001	Quill Corp	97.57	0
8007	11/16/2010	QUI003	Michelle Quirk	25.00	0
8008	11/16/2010	QUI004	Mike Quirk	25.00	0
8009	11/16/2010	QWE001	Qwest	382.30	0
8010	11/16/2010	RDO001	RDO Powerplan OIB	397.80	0
8011	11/16/2010	RIC001	James Richter	64.75	0
8012	11/16/2010	ROT002	Rotary Club of East Grand Forks	100.00	0
8013	11/16/2010	RYD001	Rydell Chevrolet	310.04	0
8014	11/16/2010	S&S002	S&S Landscaping	214.50	0
8015	11/16/2010	SCH008	Todd Schumacher	50.00	0
8016	11/16/2010	SKA002	Larry Skala	2,301.00	0
8017	11/16/2010	SKI001	Skinner Roofing	172.00	0
8018	11/16/2010	STE001	Stennes Granite	2,375.00	0
8019	11/16/2010	STO001	Stone's Mobile Radio Inc	92.12	0
8020	11/16/2010	STR003	Streichers	235.99	0
8021	11/16/2010	STU001	Stuart's Towing	30.00	0
8022	11/16/2010	SUN002	Sun Dot Communications	265.48	0
8023	11/16/2010	SUN003	Sunshine Terrace	300.00	0
8024	11/16/2010	SWA001	Mike Swang	76.00	0
8025	11/16/2010	RET001	The Retrofit Companies Inc	1,766.12	0
8026	11/16/2010	TIT002	Titan Access Account	100.69	0
8027	11/16/2010	TRU001	True Temp	1,009.57	0
8028	11/16/2010	VIL001	Vilandre Heating & A/C	453.17	0
8029	11/16/2010	WAG001	Wagner's Landscaping	13,883.25	0
8030	11/16/2010	WAL004	Ronald Wald	50.00	0
8031	11/16/2010	WAS001	Waste Mgmt	42,085.55	0
8032	11/16/2010	WAT001	Water & Light Department	36,088.80	0
8033	11/16/2010	WDA001	WDAZ TV	322.00	0
8034	11/16/2010	XCE001	Xcel Energy	2,017.89	0
8035	11/16/2010	XER001	Xerox Corporation	21.79	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
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Check Total:				<u>227,239.86</u>	
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