

AGENDA
CITY COUNCIL MEETING
January 8, 2020
6:30 P.M.

A. 6:30 Call to Order

B. Roll Call

C. Open Forum

The public is invited to speak at this time. Open Forum is limited to one half-hour. No person may speak more than five (5) minutes or more than once. Each subject will have a limit of ten (10) minutes. Council members may ask questions of the speaker. With the agreement of the Council, such matters taken up during the open forum may be scheduled on the current agenda or a future agenda.

D. 6:35 Approve Consent Agenda

1. Approve Agenda
2. Approve Meeting Minutes
3. Approve Payment of Bills
4. 2020 Mileage Reimbursement Rate
5. Fire Grant Agreement

E. 6:40 Appointments to Boards and Commissions

F. 6:50 Select Acting Mayor

G. 6:55 Designate Official Newspaper

H. 7:00 Designate Depositories of City Funds

I. 7:05 Employee Recognition and Reward Policy

J. 7:20 Personnel

- MOU Property Maintenance Supervisor Wages
- Resolution 2020-01 AFSCME Agreement

K. 7:20 Council & Staff Reports

L. Attached correspondence:

1. Other Meeting Minutes
2. Upcoming Meeting Schedule

M. 7:45 Adjourn

Grand Marais Community Vision:

“Grand Marais is a thriving community that features locally-grown economic opportunity, housing that meets all family needs, and a wide array of educational opportunities.

Hallmarks of the Grand Marais way of life include active recreation on the North Shore, commitment to community, an ethos of creativity and innovation, and stewardship of the unique natural environment.”

USING THE COMMUNITY VISION PLAN

[The Grand Marais Community Vision Plan](#) is a roadmap to the future, a document of community voices and ideas, and a collective call to action. The vision, values, priorities, and ideas provide a framework for future planning - and serve as a jumping-off point for further discussion, brainstorming, and community investment. This vision plan seeks to inspire solutions and initiatives that will uphold the values of the Grand Marais community and realize an exciting, community-led vision for the future.

THE PURPOSE OF THE PLAN

See the Big Picture:

The Grand Marais Vision Plan presents a wide-angle view of the community, summarizing key assets, challenges, trends, and aspirations across a range of issues impacting the quality of life in the community. The Plan is a resource for residents, businesses, property owners, City staff, and other interested parties wishing to learn more about the community, its current conditions, and future direction.

Set a Course for the Future:

The Plan presents an exciting, community-led vision that describes how Grand Marais will look, feel, and function in the future. The vision is intended to be ambitious, but achievable - and rooted in the existing qualities, character, strengths, and assets of the Grand Marais community.

Guide Future Action + Decision-Making:

The plan establishes a framework of principles and goals for future planning and action. This framework serves as a guide for future decision-making and a jumping-off point for discussion, imagination, and action. Community members, City staff, and community leaders all have a role to play to realize the vision and priorities presented here.

THE PLANS DEVELOPMENT

The Grand Marais Community Vision Plan was developed through an eight-month, community-driven process, involving a range of community stakeholders - residents, businesses, property owners, and community leaders. Community members contributed their own ideas, concerns, and priorities to the development of the Plan through a hands-on community workshop and community survey.

Community input was supplemented by a comprehensive analysis of existing conditions that examined social and economic characteristics, housing, land use, parks, transportation, and other physical conditions. The vision, principles, and goals presented in the Plan represent an in-depth and collaborative effort to understand the forces shaping Grand Marais' future and establish a collective direction for the future.

GRAND MARAIS COMMUNITY GOALS

The following six community goals* are the product of a public process that solicited comments, input, and ideas from a broad cross-section of Grand Marais residents, businesses, and property owners. These goals define community priorities and provide high-level direction for future community action and decision-making.

Support and enhance local business.

Grand Marais is the hub of Cook County, known for locally-owned businesses and livable wages. Land-use and zoning decisions help ensure the long-term economic viability of the community.

Ensure access to affordable, lifecycle housing for all people.

The community is concerned about the growing expense of housing and access to a variety of housing types that can serve all people throughout their lives.

Invest in safe, people-friendly infrastructure that supports active living.

Infrastructure is aesthetically pleasing, enhances Grand Marais' historic character and is safe for people who use a variety of transportation modes.

Enhance the community's deep connection to the outdoors and active engagement with the environment.

Lake Superior and the surrounding area are to be protected and celebrated by the community and the City, to be preserved for active use today and for generations to come.

Encourage the expansion of sustainable energy uses.

Community members recognize the value of their unique natural environment. They value preservation, active use of the natural environment, and sustainability in all community practices.

Expand education for the mind, body, and soul.

Grand Marais treasures arts practices, advancing education in all forms, and opportunities for community education and community development.

*The Grand Marais Community Goals are extracted from [The Grand Marais Community Vision Plan](#) page 8.

CITY OF GRAND MARAIS
MINUTES
December 18, 2019

Mayor Arrowsmith-DeCoux called the meeting to order at 6:30 p.m.

Members present: Tim Kennedy, Jay Arrowsmith-DeCoux, Anton Moody and Kelly Swearingen

Members absent: Craig Schulte

Staff present: Mike Roth, Patrick Knight, Dave Tersteeg, Paul Jones, Kim Dunsmoor and Chris Hood

Mayor Arrowsmith-DeCoux invited the public to speak during a period of open forum. No one spoke.

Motion by Moody, seconded by Swearingen to approve the Agenda; December 11, 2019, Minutes; and Payment of Bills. Approved unanimously.

Paul Jones, Golf Superintendent, discussed equipment needs. The fairway mower needs to be replaced. Jones looked in Superintendent Magazine and found three potential replacements. Jones would like to replace the Jacobsen Fairway Mower with two used 3350 Toro Mowers. Toro is supported well for parts and service. The mowers are small, lightweight, all-wheel drive and are more versatile than the current fairway mower. These units are priced at \$50,000 new. One quote for one Toro mower one year newer with fewer hours was nearly the same price as these two units from The Ridge Golf Club in Sioux Center, IA. Both mowers have under 2,000 hours are in good condition and have good life. If there are any initial failures, they will back it. There will be an additional transportation cost. The Park Board recommends the purchase of these two 3350 Toro Mowers.

Motion by Swearingen, seconded by Kennedy to approve the purchase of two 3350 Toro Mowers from The Ridge Golf Club in the amount of \$22,000. Approved unanimously.

Motion by Kennedy, seconded by Moody to approve Resolution 2019-09 Approving Final Tax Levy, Collectible in 2020 in the amount of \$973,177.72. Approved unanimously.

The Final Levy is a 1.48% increase over 2019.

Council discussed the Ordinance 2013-09 Amending Seasonal Parking. This ordinance amends the previous ordinance by re-numbering and re-lettering subsections, adding a provision for persons with physical disabilities, exempting Highway 61 and clarifying that downtown parking is exempt from calendar side parking because it provides for no parking between 2 am and 7 am.

Motion by Swearingen, seconded by Kennedy to approve the 2nd Reading of Ordinance 2019-03 An Ordinance of the City of Grand Marais, Minnesota, Regulating Seasonal Parking Along Residential Roadways. Approved unanimously.

Mayor Arrowsmith-DeCoux's Report:

- 1) The Downtown Business Coalition is discussing ways to get information out to the public about how to access downtown businesses during the Hwy 61 construction.
- 2) The Library Board will conduct interviews in for a Library Director in January, finished updating the Library's Financial Policy and have added one new member, Chris McPherson.

There being no further business, the meeting adjourned at 6:48 p.m.



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Payments

City of Grand Marais

Current Period: January 2020

| Batch Name | 1-3-20 APP Payments | User Dollar Amt | \$129,905.95 | | |
|------------------|--|---------------------|--------------|------------|-------------|
| | | Computer Dollar Amt | \$129,905.95 | | |
| | | | \$0.00 | In Balance | |
| Refer | 78805 FURTHER | Ck# 004799E | 1/6/2020 | | |
| Cash Payment | G 101-21713 H.S.A. /FSA | 2020 | | | \$516.00 |
| Invoice | 1246392 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$516.00 |
| Refer | 78806 FURTHER | Ck# 004800E | 1/6/2020 | | |
| Cash Payment | G 101-21706 Health Insurance | 2020 | | | \$20,700.00 |
| Invoice | 1246353 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$20,700.00 |
| Refer | 78807 PERA | Ck# 004801E | 1/3/2020 | | |
| Cash Payment | G 101-21704 PERA | 2020 | | | \$6,769.67 |
| Invoice | 539822 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$6,769.67 |
| Refer | 78808 EMPOWER | Ck# 004802E | 1/3/2020 | | |
| Cash Payment | G 101-21720 MN State Retirement DeferC | 2020 | | | \$815.00 |
| Invoice | 805731957 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$815.00 |
| Refer | 78809 DEPT OT THE TREASURY IRS | Ck# 004803E | 1/6/2020 | | |
| Cash Payment | G 101-21703 FICA Tax Withholding | 2020 | | | \$6,390.74 |
| Invoice | 3411960 1/3/2020 | | | | |
| Cash Payment | G 101-21717 Medicare | 2020 | | | \$1,502.66 |
| Invoice | 3411960 1/3/2020 | | | | |
| Cash Payment | G 101-21701 Federal Withholding | 2020 | | | \$4,271.92 |
| Invoice | 3411960 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$12,165.32 |
| Refer | 78810 MN DEPT OF REVENUE-EFTPS | Ck# 004804E | 1/6/2020 | | |
| Cash Payment | G 101-21702 State Withholding | 2020 | | | \$2,160.04 |
| Invoice | 1-803-910-176 1/3/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$2,160.04 |
| Refer | 78811 NCPERS GROUP LIFE INS. | - | | | |
| Cash Payment | G 101-21710 NCPERS-Pera | 2020 | | | \$16.00 |
| Invoice | 493600012020 12/13/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$16.00 |
| Refer | 78812 FURTHER | Ck# 004805E | 1/2/2020 | | |
| Cash Payment | E 101-43100-131 Employer Paid Health | 2019 | | | \$98.28 |
| Invoice | 39271266 12/31/2019 | | | | |
| Cash Payment | E 101-41400-131 Employer Paid Health | 2019 | | | \$219.18 |
| Invoice | 39271266 12/31/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$317.46 |
| Refer | 78814 COOK COUNTY VISITORS BUREA | - | | | |
| Cash Payment | G 101-20802 Cook County Lodging Tax | 2020 | | | \$31,679.26 |
| Invoice | Oct Lodg Tx 12/18/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$31,679.26 |



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City of Grand Marais

Current Period: January 2020

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|------------------|-----------------|------------------------------|-------|--------------|-------------|
| Refer | 78815 | THRIVENT FINANCIAL FOR LUTHE | - | | |
| Cash Payment | G 101-21714 | Thrivent Financial | | | \$100.00 |
| Invoice | C2763539 | 1/3/2020 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$100.00 |
| Refer | 78819 | VINOCOPIA | - | | |
| Cash Payment | E 609-49750-251 | Liquor For Resale | 2019 | | \$1,668.44 |
| Invoice | 0248002-IN | 12/18/2019 | | | |
| Cash Payment | E 609-49750-333 | Freight and Express | 2019 | | \$40.00 |
| Invoice | 0248002-IN | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,708.44 |
| Refer | 78820 | BERNICKS | - | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | \$5,008.96 |
| Invoice | 716127 | 12/19/2019 | | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | \$4,957.60 |
| Invoice | 717062 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2020 | | \$11,714.90 |
| Invoice | 717883 | 1/2/2020 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$21,681.46 |
| Refer | 78821 | WINEBOW | - | | |
| Cash Payment | E 609-49750-251 | Liquor For Resale | 2019 | | \$1,650.00 |
| Invoice | MN00071594 | 12/18/2019 | | | |
| Cash Payment | E 609-49750-333 | Freight and Express | 2019 | | \$36.00 |
| Invoice | MN00071594 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,686.00 |
| Refer | 78822 | SUPERIOR BEVERAGES LLC | - | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | -\$338.40 |
| Invoice | 120110 | 12/23/2019 | | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | \$964.55 |
| Invoice | 840369 | 12/23/2019 | | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | \$2,740.30 |
| Invoice | 840834 | 12/31/2019 | | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | -\$29.60 |
| Invoice | 120111 | 12/31/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$3,336.85 |
| Refer | 78823 | SOUTHERN GLAZER S OF MN | - | | |
| Cash Payment | E 609-49750-251 | Liquor For Resale | 2019 | | \$3,635.74 |
| Invoice | 1906343 | 12/24/2019 | | | |
| Cash Payment | E 609-49750-333 | Freight and Express | 2019 | | \$82.09 |
| Invoice | 1906343 | 12/24/2019 | | | |
| Cash Payment | E 609-49750-251 | Liquor For Resale | 2019 | | \$3,421.18 |
| Invoice | 1909123 | 12/31/2019 | | | |
| Cash Payment | E 609-49750-333 | Freight and Express | 2019 | | \$88.49 |
| Invoice | 1909123 | 12/31/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$7,227.50 |
| Refer | 78824 | VOYAGEUR BREWING COMPANY | - | | |
| Cash Payment | E 609-49750-252 | Beer For Resale | 2019 | | \$300.00 |
| Invoice | 2613 | 12/19/2019 | | | |



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|---------------------|--|-----------------|-------|-------------------------|
| Cash Payment | E 609-49750-252 Beer For Resale | 2019 | | \$210.00 |
| Invoice 2630 | 12/23/2019 | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | 2019 | | \$115.00 |
| Invoice 2629 | 12/23/2019 | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | 2020 | | \$300.00 |
| Invoice 2639 | 1/1/2020 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$925.00 |
| Refer | <u>78825 NORTH SHORE WINERY</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$300.00 |
| Invoice 2020 | 12/23/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$300.00 |
| Refer | <u>78826 THE WINE COMPANY</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$280.00 |
| Invoice 130777 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | \$25.00 |
| Invoice 130777 | 12/26/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$305.00 |
| Refer | <u>78827 BOURGET IMPORTS, LLC</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$520.00 |
| Invoice 167461 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | \$39.00 |
| Invoice 167461 | 12/26/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$559.00 |
| Refer | <u>78828 BELLBOY CORPORATION - LIQUO</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$90.00 |
| Invoice 0082171600 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | \$2.70 |
| Invoice 0082171600 | 12/26/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$92.70 |
| Refer | <u>78829 BREAKTHRU BEVERAGE</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$5,134.62 |
| Invoice 1081080032 | 12/30/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | \$117.31 |
| Invoice 1081080032 | 12/30/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$5,251.93 |
| Refer | <u>78830 ARTISAN BEER COMPANY</u> | - | | |
| Cash Payment | E 609-49750-252 Beer For Resale | 2019 | | \$29.60 |
| Invoice 3395408 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | 2019 | | \$231.00 |
| Invoice 3395409 | 12/27/2019 | | | |
| Cash Payment | E 609-49750-252 Beer For Resale | 2019 | | \$311.20 |
| Invoice 3393831 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total \$571.80 |
| Refer | <u>78831 WINE MERCHANTS</u> | - | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | \$323.00 |
| Invoice 7267669 | 12/26/2019 | | | |



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|---------------------|--|------------|-----------------|-------|-------------------------|
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$7.68 |
| Invoice | 7267669 | 12/26/2019 | | | |
| Transaction Date | 1/2/2020 | | MAIN CHECKING G | 10100 | Total \$330.68 |
| Refer | 78832 PHILLIPS WINE & SPIRITS | - | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | | \$2,331.39 |
| Invoice | 2679062 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$68.70 |
| Invoice | 2679062 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | | \$1,211.03 |
| Invoice | 2675325 | 12/18/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$35.84 |
| Invoice | 2675325 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | | MAIN CHECKING G | 10100 | Total \$3,646.96 |
| Refer | 78833 JOHNSON BROTHERS LIQUOR | - | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | | \$3,885.73 |
| Invoice | 1466342 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$135.02 |
| Invoice | 1466342 | 12/26/2019 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | | \$492.25 |
| Invoice | 1461215 | 12/18/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$17.92 |
| Invoice | 1461215 | 12/18/2019 | | | |
| Cash Payment | E 609-49750-251 Liquor For Resale | 2019 | | | \$2,098.65 |
| Invoice | 1461214 | 12/18/2019 | | | |
| Cash Payment | E 609-49750-333 Freight and Express | 2019 | | | \$53.76 |
| Invoice | 1461214 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | | MAIN CHECKING G | 10100 | Total \$6,683.33 |
| Refer | 78834 THE AMERICAN BOTTLING COMP | - | | | |
| Cash Payment | E 609-49750-260 Soft Drinks/Mix For Resa | 2020 | | | \$174.35 |
| Invoice | 3313609161 | 1/2/2020 | | | |
| Transaction Date | 1/2/2020 | | MAIN CHECKING G | 10100 | Total \$174.35 |
| Refer | 78835 COCA-COLA REFRESHMENTS | - | | | |
| Cash Payment | E 609-49750-260 Soft Drinks/Mix For Resa | 2020 | | | \$186.20 |
| Invoice | 2454890 | 1/2/2020 | | | |
| Transaction Date | 1/2/2020 | | MAIN CHECKING G | 10100 | Total \$186.20 |

Fund Summary

| | | |
|---------------------------|--------------------------|---------------------|
| | 10100 MAIN CHECKING GMSB | |
| 101 GENERAL FUND | | \$75,238.75 |
| 609 MUNICIPAL LIQUOR FUND | | \$54,667.20 |
| | | <u>\$129,905.95</u> |

| | |
|--|---------------------|
| Pre-Written Checks | \$43,443.49 |
| Checks to be Generated by the Computer | \$86,462.46 |
| Total | <u>\$129,905.95</u> |



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City of Grand Marais

Current Period: January 2020

| | | | |
|------------|-----------|---------------------|----------------|
| Batch Name | 1-9-20 AP | User Dollar Amt | \$1,533,368.13 |
| | Payments | Computer Dollar Amt | \$1,533,368.13 |

\$0.00 In Balance

Refer 78775 PUBLIC UTILITIES COMMISSION1 Ck# 004798E 1/3/2020

| | | | |
|--------------|---|----------|------------|
| Cash Payment | E 602-49451-380 Utility Services (GENER | 2019 | \$1,136.92 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 602-49480-380 Utility Services (GENER | 2019 | \$2,300.17 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 601-49420-380 Utility Services (GENER | 2019 | \$2,138.63 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 604-49551-380 Utility Services (GENER | 2019 | \$32.88 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-42200-380 Utility Services (GENER | 2019 | \$141.43 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-42200-382 Fire Hydrant Utilities | 2019 | \$1,103.70 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 211-45500-380 Utility Services (GENER | 2019 | \$498.99 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-45100-380 Utility Services (GENER | 2019 | \$899.95 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-45184-380 Utility Services (GENER | 2019 | \$270.46 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-45189-380 Utility Services (GENER | 2019 | \$236.74 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-41940-380 Utility Services (GENER | 2019 | \$1,366.11 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-43100-381 Street Light Utilities | 2019 | \$2,141.25 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-43100-380 Utility Services (GENER | 2019 | \$23.88 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-42700-380 Utility Services (GENER | 2019 | \$157.65 |
| Invoice | JAN BILLING | 1/1/2020 | |
| Cash Payment | E 101-41942-380 Utility Services (GENER | 2019 | \$601.27 |
| Invoice | JAN BILLING | 1/1/2020 | |

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|------------------|------------|-----------------|-------|--------------|--------------------|
| Transaction Date | 12/30/2019 | MAIN CHECKING G | 10100 | Total | \$13,050.03 |
|------------------|------------|-----------------|-------|--------------|--------------------|

Refer 78777 COOK COUNTY COMMUNITY CEN _

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|--------------|---------------------------------------|----------|---------|
| Cash Payment | E 101-41400-430 Miscellaneous (GENERA | 2020 | \$90.00 |
| Invoice | EMPLOYEE PAR | 1/2/2020 | |

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|------------------|----------|-----------------|-------|--------------|----------------|
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$90.00 |
|------------------|----------|-----------------|-------|--------------|----------------|

Refer 78778 GREATER MINNESOTA PARKS AN _

| | | | |
|--------------|---------------------------------|-----------|----------|
| Cash Payment | E 101-41900-436 Membership Dues | 2020 | \$150.00 |
| Invoice | 2020 DUES | 12/2/2019 | |

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|------------------|----------|-----------------|-------|--------------|-----------------|
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$150.00 |
|------------------|----------|-----------------|-------|--------------|-----------------|

Refer 78779 UNITED TRUCK BODY COMPANY, I _

| | | | |
|--------------|---|------------|----------|
| Cash Payment | E 101-43100-220 Repair/Maint Supply (GE | 2019 | \$973.14 |
| Invoice | 540230A | 12/11/2019 | |

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|------------------|----------|-----------------|-------|--------------|-----------------|
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$973.14 |
|------------------|----------|-----------------|-------|--------------|-----------------|



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|------------------|-----------------|------------------------------|-------|--------------|-----------------------|
| Refer | 78780 | COMO OIL & PROPANE | - | | |
| Cash Payment | E 101-41942-217 | Heating Fuel | 2019 | | \$1,211.17 |
| Invoice | 1500654612 | 12/16/2019 | | | |
| Cash Payment | E 101-42200-217 | Heating Fuel | 2019 | | \$493.21 |
| Invoice | 1500635936 | 12/19/2019 | | | |
| Cash Payment | E 602-49480-217 | Heating Fuel | 2019 | | \$498.24 |
| Invoice | 1500602241 | 12/10/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$2,202.62 |
| Refer | 78781 | JAMAR | - | | |
| Cash Payment | E 101-41942-310 | Service Agreements | 2019 | | \$1,571.44 |
| Invoice | AJS030922 | 12/11/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,571.44 |
| Refer | 78782 | TWIN PORTS PAPER & SUPPLY IN | - | | |
| Cash Payment | E 609-49750-210 | Operating Supplies (GEN | 2019 | | \$38.40 |
| Invoice | 428150 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$38.40 |
| Refer | 78783 | US BANK | - | | |
| Cash Payment | E 601-47027-611 | Bond Interest | 2020 | | \$718.00 |
| Invoice | LOAN PAY 145 | 12/18/2019 | | | |
| Cash Payment | E 601-47027-620 | Fiscal Agent s Fees | 2020 | | \$188.72 |
| Invoice | LOAN PAY 145 | 12/18/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$906.72 |
| Refer | 78784 | EHLERS | - | | |
| Cash Payment | E 301-47031-620 | Fiscal Agent s Fees | 2020 | | \$475.00 |
| Invoice | 53745 | 12/12/2019 | | | |
| Cash Payment | E 301-47033-620 | Fiscal Agent s Fees | 2020 | | \$475.00 |
| Invoice | 53746 | 12/12/2019 | | | |
| Cash Payment | E 301-47029-601 | Debt Srv Bond Principal | 2020 | | \$1,095,000.00 |
| Invoice | 52628 | 12/12/2019 | | | |
| Cash Payment | E 301-47029-601 | Debt Srv Bond Principal | 2020 | | \$75,000.00 |
| Invoice | 52628 | 12/12/2019 | | | |
| Cash Payment | E 301-47029-611 | Bond Interest | 2020 | | \$25,052.50 |
| Invoice | 52628 | 12/12/2019 | | | |
| Cash Payment | E 301-47033-601 | Debt Srv Bond Principal | 2020 | | \$200,000.00 |
| Invoice | 52630 | 12/12/2019 | | | |
| Cash Payment | E 301-47033-611 | Bond Interest | 2020 | | \$49,143.75 |
| Invoice | 52630 | 12/12/2019 | | | |
| Cash Payment | E 301-47029-620 | Fiscal Agent s Fees | 2020 | | \$100.00 |
| Invoice | 53744 | 12/12/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,445,246.25 |
| Refer | 78785 | EATON | - | | |
| Cash Payment | E 604-49570-227 | Utility Maint Supplies | 2020 | | \$9,488.23 |
| Invoice | 938537656 | 12/20/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$9,488.23 |
| Refer | 78786 | SUPERIOR CYCLING ASSOCIATIO | - | | |
| Cash Payment | E 609-49750-340 | Advertising | 2020 | | \$300.00 |
| Invoice | 2020 SILVER | 12/1/2019 | | | |



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2020

| | | | | | |
|------------------|---|-----------------|-------|--------------|--------------------|
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$300.00 |
| Refer | 78787 ALLIED GENERATORS | - | | | |
| Cash Payment | E 604-49551-317 Contracted Services | 2019 | | | \$11,528.25 |
| Invoice | 22416 12/18/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$11,528.25 |
| Refer | 78788 TOSHIBA BUSINESS SOLUTIONS | - | | | |
| Cash Payment | E 101-41400-200 Office Supplies (GENER | 2019 | | | \$27.22 |
| Invoice | 5157143 12/19/2019 | | | | |
| Cash Payment | E 604-49590-200 Office Supplies (GENER | 2019 | | | \$17.43 |
| Invoice | 5157143 12/19/2019 | | | | |
| Cash Payment | E 601-49440-200 Office Supplies (GENER | 2019 | | | \$4.90 |
| Invoice | 5157143 12/19/2019 | | | | |
| Cash Payment | E 602-49490-200 Office Supplies (GENER | 2019 | | | \$4.90 |
| Invoice | 5157143 12/19/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$54.45 |
| Refer | 78789 AMERIPRIDE LINEN AND APPAREL | - | | | |
| Cash Payment | E 101-41940-210 Operating Supplies (GEN | 2019 | | | \$213.22 |
| Invoice | 3501456901 12/23/2019 | | | | |
| Cash Payment | E 101-41940-210 Operating Supplies (GEN | 2019 | | | \$133.09 |
| Invoice | 3501435377 10/28/2019 | | | | |
| Cash Payment | E 211-45500-310 Service Agreements | 2019 | | | \$80.13 |
| Invoice | 3501460236 12/30/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$426.44 |
| Refer | 78790 COOK COUNTY LAW ENFORCEME | - | | | |
| Cash Payment | E 101-42100-317 Contracted Services | 2020 | | | \$11,666.67 |
| Invoice | JAN 2020 1/1/2020 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$11,666.67 |
| Refer | 78791 MINNESOTA AMBULANCE ASSOCI | - | | | |
| Cash Payment | E 101-42200-433 Dues and Subscriptions | 2020 | | | \$75.00 |
| Invoice | 2020 MAA DUES 12/1/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$75.00 |
| Refer | 78792 AMERICAN WATER WORKS ASSN | - | | | |
| Cash Payment | E 601-49440-436 Membership Dues | 2020 | | | \$79.00 |
| Invoice | 7001744712 11/18/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$79.00 |
| Refer | 78793 TIRE & AUTO LODGE | - | | | |
| Cash Payment | E 601-49430-404 Repairs/Maint Machinery | 2019 | | | \$828.00 |
| Invoice | 24763 12/17/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$828.00 |
| Refer | 78794 NELSON, TOM | - | | | |
| Cash Payment | E 602-49490-330 Transportation/School | VADNIS HEIGHTS | | | \$331.80 |
| Invoice | WASTEWATER 12/26/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$331.80 |
| Refer | 78795 LHB ENGINEERS & ARCHITECTS | - | | | |
| Cash Payment | E 101-41900-469 Liquor Store/City Hall | 2019 | | | \$3,646.93 |
| Invoice | 190629.00-3 12/12/2019 | | | | |



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2020

| | | | | | |
|---------------------|---|-----------------|-------|--------------|--------------------|
| Cash Payment | E 101-43150-303 Engineering Fees | 2019 | | | \$2,400.21 |
| Invoice | 180719.00-13 | 12/15/2019 | | | |
| Cash Payment | E 601-49431-303 Engineering Fees | 2019 | | | \$163.65 |
| Invoice | 160861.00-18 | 12/15/2019 | | | |
| Cash Payment | E 602-49431-303 Engineering Fees | 2019 | | | \$381.85 |
| Invoice | 160861.00-18 | 12/15/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$6,592.64 |
| Refer | 78796 <i>US POSTMASTER</i> | - | | | |
| Cash Payment | E 101-45100-322 Postage | 2020 | | | \$385.00 |
| Invoice | 7 STAMP ROLLS | 1/1/2020 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$385.00 |
| Refer | 78797 <i>MY BROTHERS PLACE AUTO REP</i> | - | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | 2019 | | | \$1,103.82 |
| Invoice | 5970 | 12/14/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,103.82 |
| Refer | 78798 <i>WTIP</i> | - | | | |
| Cash Payment | E 101-45100-340 Advertising | 2020 | | | \$1,500.00 |
| Invoice | 409 | 12/3/2019 | | | |
| Cash Payment | E 101-45125-340 Advertising | 2020 | | | \$250.00 |
| Invoice | 409 | 12/3/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,750.00 |
| Refer | 78799 <i>DONOVAN REESE PHOTOGRAPHY</i> | - | | | |
| Cash Payment | E 101-45100-340 Advertising | 2019 | | | \$150.00 |
| Invoice | 1211-19 | 12/11/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$150.00 |
| Refer | 78800 <i>THE RIDGE GOLF CLUB</i> | - | | | |
| Cash Payment | E 101-45125-580 Capital Outlay (Equipme | 2020 | | | \$22,000.00 |
| Invoice | 28 | 12/23/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$22,000.00 |
| Refer | 78801 <i>GRAND MARAIS AUTO PARTS, INC</i> | - | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | 2019 | | | \$147.04 |
| Invoice | 1712 | 12/23/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$147.04 |
| Refer | 78802 <i>GRAINGER</i> | - | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | 2019 | | | \$17.72 |
| Invoice | 9391074433 | 12/19/2019 | | | |
| Cash Payment | E 101-45100-220 Repair/Maint Supply (GE | 2019 | | | \$88.36 |
| Invoice | 9392243011 | 12/20/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$106.08 |
| Refer | 78803 <i>POWER PLANT COMPLIANCE</i> | - | | | |
| Cash Payment | E 604-49551-210 Operating Supplies (GEN | 2019 | | | \$17.90 |
| Invoice | 15702 | 12/26/2019 | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$17.90 |
| Refer | 78804 <i>POPULAR SUBSCRIPTION SERVICE</i> | - | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | 2020 | | | \$1,287.68 |
| Invoice | KP-02802 | 12/30/2019 | | | |



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2020

| | | | | | |
|------------------|--|-----------------|-------|--------------|-------------------|
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$1,287.68 |
| Refer | 78813 <i>BAKER & TAYLOR</i> | - | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | 2019 | | | \$132.92 |
| Invoice | 2035000751 12/14/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$132.92 |
| Refer | 78816 <i>DRURY LANE BOOKS</i> | - | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | 2019 | | | \$21.95 |
| Invoice | 241129 12/20/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$21.95 |
| Refer | 78817 <i>ARROWSMITH-DECOUX, ROSE</i> | - | | | |
| Cash Payment | E 215-45500-447 Programming | 2019 | | | \$300.00 |
| Invoice | 20191106 12/12/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$300.00 |
| Refer | 78818 <i>AMAZON CAPITAL SERVICES</i> | - | | | |
| Cash Payment | E 211-45500-437 Audio Visual / DVD | 2019 | | | \$17.96 |
| Invoice | 1FNN-TMC6-36H 12/19/2019 | | | | |
| Cash Payment | E 211-45500-437 Audio Visual / DVD | 2019 | | | \$43.98 |
| Invoice | 16FF-JTPL-NNW 12/19/2019 | | | | |
| Cash Payment | E 211-45500-435 Books, Periodicals | 2019 | | | \$33.42 |
| Invoice | 1QXV-9DML-FQF 12/19/2019 | | | | |
| Cash Payment | E 211-45500-437 Audio Visual / DVD | 2019 | | | \$15.59 |
| Invoice | 1WG3-6YC4-1JT 12/19/2019 | | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | 2019 | | | \$20.79 |
| Invoice | 1WG3-6YC4-1JT 12/19/2019 | | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | 2019 | | | \$6.65 |
| Invoice | 13Q3-JPTK-GLV 12/16/2019 | | | | |
| Cash Payment | E 211-45500-200 Office Supplies (GENER | 2019 | | | \$28.27 |
| Invoice | 1DLL-HX4V-RFH 12/19/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$166.66 |
| Refer | 78836 <i>CARY GRIFFITH</i> | - | | | |
| Cash Payment | E 215-45500-447 Programming | 2020 | | | \$200.00 |
| Invoice | HONORARIUM 12/19/2019 | | | | |
| Transaction Date | 1/2/2020 | MAIN CHECKING G | 10100 | Total | \$200.00 |



CITY OF GRAND MARAIS

Payments

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City of Grand Marais

Current Period: January 2020

Fund Summary

| | | |
|-----------------------------|--------------------------|----------------|
| | 10100 MAIN CHECKING GMSB | |
| 101 GENERAL FUND | | \$55,235.68 |
| 211 LIBRARY | | \$2,188.33 |
| 215 LIBRARY RESTRICTED FUND | | \$500.00 |
| 301 DEBT SERVICE FUND | | \$1,445,246.25 |
| 601 WATER | | \$4,120.90 |
| 602 SEWER | | \$4,653.88 |
| 604 ELECTRIC | | \$21,084.69 |
| 609 MUNICIPAL LIQUOR FUND | | \$338.40 |
| | | <hr/> |
| | | \$1,533,368.13 |

| | |
|--|----------------|
| Pre-Written Checks | \$13,050.03 |
| Checks to be Generated by the Computer | \$1,520,318.10 |
| Total | <hr/> |
| | \$1,533,368.13 |



CITY OF GRAND MARAIS

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Payments

City of Grand Marais

Current Period: January 2020

| | | | | |
|------------------|------------------------------------|-----------------------|----------|-----------------------|
| Batch Name | 12-13-19REF | User Dollar Amt | \$668.99 | |
| | Payments | Computer Dollar Amt | \$668.99 | |
| | | | \$0.00 | In Balance |
| Refer | 0 <i>JAMIE GREEN</i> | - | | |
| Cash Payment | G 604-11504 Undistributed Receipts | 000000347100 | | \$130.71 |
| Invoice | | | | |
| Transaction Date | 12/13/2019 | MAIN CHECKING G 10100 | | Total \$130.71 |
| Refer | 0 <i>STACIA GRACE</i> | - | | |
| Cash Payment | G 604-11504 Undistributed Receipts | 000000055202 | | \$150.94 |
| Invoice | | | | |
| Transaction Date | 12/13/2019 | MAIN CHECKING G 10100 | | Total \$150.94 |
| Refer | 0 <i>THOMAS CORRIVEAU</i> | - | | |
| Cash Payment | G 604-11504 Undistributed Receipts | 000000326900 | | \$179.93 |
| Invoice | | | | |
| Transaction Date | 12/13/2019 | MAIN CHECKING G 10100 | | Total \$179.93 |
| Refer | 0 <i>WILLIAM OLSON</i> | - | | |
| Cash Payment | G 604-11504 Undistributed Receipts | 000000345801 | | \$207.41 |
| Invoice | | | | |
| Transaction Date | 12/13/2019 | MAIN CHECKING G 10100 | | Total \$207.41 |

Fund Summary

| | | |
|--------------|--------------------------|----------|
| | 10100 MAIN CHECKING GMSB | |
| 604 ELECTRIC | | \$668.99 |
| | | \$668.99 |

| | |
|--|----------|
| Pre-Written Checks | \$0.00 |
| Checks to be Generated by the Computer | \$668.99 |
| Total | \$668.99 |



IRS issues standard mileage rates for 2020

IR-2019-215, December 31, 2019

WASHINGTON — The Internal Revenue Service today issued the [2020 optional standard mileage rates \(PDF\)](#) used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2020, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 57.5 cents per mile driven for business use, down one half of a cent from the rate for 2019,
- 17 cents per mile driven for medical or moving purposes, down three cents from the rate for 2019, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate decreased one half of a cent for business travel driven and three cents for medical and certain moving expense from the rates for 2019. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details, see [Rev. Proc. 2019-46 \(PDF\)](#).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than five vehicles used simultaneously. These and other limitations are described in section 4.05 of [Rev. Proc. 2019-46 \(PDF\)](#).

[Notice 2020-05 \(PDF\)](#), posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan. In addition, for employer-provided vehicles, the Notice provides the maximum fair market value of automobiles first made available to employees for personal use in calendar year 2020 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).

| F.Y. | Cost Center | Obj. Code | Amount | Vendor # | P.O. # |
|------|-------------|-----------|------------|----------|--------|
| 2020 | 611160 Fire | | \$1,500.00 | | |
| | | | | | |
| | | | | | |

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Northeast Higher Ed District

Hibbing Community College-Advanced Minnesota

CUSTOMIZED TRAINING INCOME CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Northeast Higher Ed District-Hibbing Community College-Advanced Minnesota (hereinafter MnSCU), and Grand Marais FD located at 515 5th Ave W Grand Marais, MN 55604 hereafter (hereafter "PURCHASER") agree as follows:

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:
 - a. Title of Instruction/ Activity/ Service: Assisting Special Rescue 12/18/2019
Firefighter Survival Prop 1/15/2020
 - b. Date(s) of Instruction/Activity/Service: Wednesday, December 18, 2019 and Wednesday, January 15, 2020 - 7:00-10:00pm
 - c. Instructor/ Trainer/ Consultant: Jeffrey Mayer/Jon Olson
 - d. Location: Grand Marais FD
 - e. Other Provisions: None

2. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide: Facility

3. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: Purchaser shall make all of the arrangements, including any payment, for the location to be used for the Instruction/ Activity/ Service.

4. CONSIDERATION AND TERMS OF PAYMENT.
 - a. COST.
Cost of Instruction/ Activity/ Service (total or per hour): \$1,500.00 Total including Training and Travel
Other Fees: None

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service

due to low enrollment, PURCHASER shall give at least 3 days' notice in writing to MnSCU's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, MnSCU shall be entitled to payment calculated according to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

- b. TERMS OF PAYMENT. MnSCU will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within 30 days of receiving the invoice. Please send payment to:

Hibbing Community College 1515 E 25th St. Hibbing, MN 55746

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

- a. PURCHASER'S authorized agent:

Name: Ben Silence
Title: Fire Chief
Address: 515 5th Ave W. Grand Marais, MN 55604
Telephone: 2183874166
E-Mail: bennys1803@gmail.com
Fax:

- b. MnSCU' S authorized agent:

Name: Gail Anderson
Title: Operations Manager – Advanced MN
Address: 1515 E 25th St Hibbing, MN 55746
Telephone: 218-262-7267
E-Mail: gail.anderson@advancedmn.org
Fax:

6. TERM OF CONTRACT. This contract is effective on 1/15/2020 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until 2/15/2020 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.
7. CANCELLATION. This contract may be canceled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, MnSCU shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed.
8. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
9. LIABILITY. The PURCHASER shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MnSCU' S failure to fulfill its obligations pursuant to this contract.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.
12. RIGHTS IN ORIGINAL MATERIALS. The College shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed College/University and its employees individually or jointly with others or any subcontractors in the performance of its obligations under this contract. This provision shall not apply to the following materials:
N/A
13. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. OTHER PROVISIONS. (Attach additional pages(s) if necessary): None

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Northeast Higher Ed District-Hibbing Community College-Advanced Minnesota

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

2. PURCHASER: Grand Marais FD

PURCHASER certifies that the appropriate person(s) have executed the contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

| |
|---------------------------|
| By (authorized signature) |
| Title |
| Date |

3. AS TO FORM AND EXECUTION:

| |
|---|
| By (authorized college/university/system office initiating agreement) |
| Title |
| Date |

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 3, 2020
SUBJECT: 2020 Board Appointments

Citizen Appointments

The following boards have openings for citizen representatives. All terms are for three (3) years unless otherwise noted. Listed below each board are the names applicants or eligible incumbents that expressed an interest in another term received to date. Staff will update the list at the time of the meeting.

Library Board (one opening)

- John Books (incumbent)
- Cooper Ternes

Park Board (one opening)

Planning Commission (one opening)

Council Appointments

You must appoint a Council representative to the following boards.

| Board Name | Past Council Representative |
|--------------------------------|---|
| Economic Development Authority | Anton Moody |
| Library Board | Jay Arrowsmith DeCoux |
| ARDC Board | Anton Moody |
| North Shore Management Board | Kelly Swearingen |
| Park Board | Craig Schulte |
| Personnel Committee | Jay Arrowsmith DeCoux, Kelly Swearingen |
| Planning Commission | Tim Kennedy |
| Public Utilities Commission | Tim Kennedy |
| Public Utilities Board | Jay AD, Anton Moody, Craig Schulte |
| Safety Committee | Anton Moody |

The Council has also appointed liaisons to the following boards:

| | |
|-------------------------------------|-----------------------|
| Animal Advocates | Anton Moody |
| North House Folk School Liaison | Jay Arrowsmith DeCoux |
| CCLEP | Jay Arrowsmith DeCoux |
| Active Living/Safe Routes to School | Tim Kennedy |
| Northwoods Food Project | Jay Arrowsmit DeCoux |
| YMCA | Kelly Swearingen |
| Cook County Parks and Trails | Tim Kennedy |

Acting Mayor

At the first meeting of the year, the City Council appoints one of its members to fill the role of acting mayor. The acting mayor can perform the duties of the mayor in the mayor's absence. The acting mayor in 2019 was Councilor Moody.

LEGAL NEWSPAPER BID FORM

The City of Grand Marais is soliciting bids for the provision of Legal Newspaper services. Please complete this form and return to City Hall by 12:00 p.m. Wednesday, January 8, 2020.

No bids will be considered unless sealed securely in an envelope and filed with the City prior to the time and date above noted. The City Council reserves the right to reject any and all bids.

| <u>Type of publishing</u> | <u>Cost per line or Ad Dimension</u> |
|---------------------------|--------------------------------------|
| Legals | \$ _____ |
| General Want Ads | \$ _____ |

Authorized Bidders Signature

Date

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 2, 2020
SUBJECT: Official City Depository

Please approve the following list of depositories of City funds for 2020.

Grand Marais State Bank
North Shore Federal Credit Union
Security State Bank
LMC/ 4M Fund
RBC

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Patrick W. Knight, Communications Director
DATE: December 31, 2019
SUBJECT: Employee Recognition & Reward Policy

City staff with assistance from the City Attorneys Office drafted an Employee Recognition Policy (attached). The Policy is compliant with Minnesota Statute § 15.46.

The intention of Employee Recognition Policy is to promote positive city staff culture. The program will: (1) provide two festive employee gatherings annually to foster camaraderie, (2) Create a tangible recognition of years of service. And, (3) demonstrate the organization's sympathy in circumstances of loss or illness in an employee's family.

Staff estimates an annual budget of \$2500 to provide the program.

- ~\$1000 for Employee Gatherings
- ~\$1000 for Length-of-Service Gifts
- ~\$500 for In-Patient Care Items & Memorials

City staff recommend the council approve the policy at the January 8, 2020, Regular Meeting.

CITY OF GRAND MARAIS, MINNESOTA
CITY COUNCIL RESOLUTION 2019-_____

A RESOLUTION APPROVING EMPLOYEE RECOGNITION PROGRAM POLICY

WHEREAS, the City of Grand Marais recognizes the dedicated work and service performed by the employees of the City of Grand Marais; and

WHEREAS, the City Council believes that formally recognizing employee's contributions and commitment to the City results in higher morale and productivity among all City of Grand Marais employees and, therefore, helps the City to fulfill its responsibilities more efficiently and effectively; and

WHEREAS, the City Council finds a public purpose in the expression of appreciation and recognition of employee's service to the citizens of Grand Marais through a formal program promoting a health workplace in order to attract and retain employees, encourage productivity and creativity, and support good morale; and

WHEREAS, the City of Grand Marais has the authority to adopt such a program, pursuant to Minnesota Statutes § 15.46; and

WHEREAS, the attached, and hereby incorporated into the City of Grand Marais Personnel Policy, Employee Recognition Program Policy accomplishes these goals, in conformity with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City Council of the City of Grand Marais approves the attached Employee Recognition Program Policy effective as of the date of passage.

PASSED by the City Council of the City of Grand Marais on this ____ day of _____, 2019.

ATTEST

City Clerk

Jay Arrowsmith DeCoux, Mayor

VOTE:

City of Grand Marais
Employee Recognition Program Policy
Effective Date: _____

Purpose of Policy

The City of Grand Marais City Council has adopted this Employee Recognition Program Policy pursuant to Minnesota Statute § 15.46.

The City Council recognizes the hard work and service performed by the employees of the City of Grand Marais (City). The City Council believes that formally recognizing employees' contributions and commitment to the City results in higher morale and productivity among all City employees and therefore helps the City to fulfill its responsibilities efficiently and more cost-effectively.

The public purpose for this program is to express appreciation and recognition to employees for their service to the citizens of Grand Marais, promote a healthy workplace that aids in attracting and retaining employees, and encourage productivity, creativity, and high morale.

Specific Programs and Expenditures

Programs shall be planned with the purpose of showing appreciation to employees for their service to the citizens of Grand Marais.

Summer and Winter Gatherings

Twice a year, the City will hold a gathering to recognize the service of employees to the citizens of Grand Marais.

All current employees and employees who were employed with the City for at least 5 years who have retired in the last year will be invited.

Each gathering will feature a meal, purchased by the City, and a presentation of length-of-service gifts.

Length-of-Service Gifts

In the amounts indicated below, the City will recognize employees who have reached 5-years, 15-years, and 25-years as a City employee with a gift from a Grand Marais-based business purchased by the City, related to the City or incorporating a City of Grand Marais design element.

5 years of Service: \$25-30

15 years of Service: \$75-80

25 years of Service: \$100-105

In Patient Care Item

As part of the recognition for their service, the City will purchase flowers, card, and or other appropriate novelty item with a value up to \$25 in the event of inpatient medical care of any employee lasting at least one overnight. Unless permission is given by the employee to disclose the receipt of the gift and, thus, the care of the employee, the receipt of the item will be treated in the same manner as private and confidential medical data (i.e. only available to the appropriate supervisor, managers, or human resource personnel).

Memorials

In recognition for the employee's service, the City may purchase flowers of up to \$75 to be delivered to the family of a deceased employee; or to the employee, in the event of the death of an employee's spouse or child.

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-Decoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 2, 2020
SUBJECT: Personnel Items

MOU Property Maintenance Supervisor Wages

Attached is a memorandum of understanding negotiated by the personnel committee regarding wages for the Property Maintenance Supervisor position. This position description and job analysis points were updated in 2019. The MOU addresses updating the wage scale to match the new points. Please approve the MOU.

Resolution 2020-01 AFSCME Agreement

Attached are Resolution 2020-01 and the agreement with AFSCME that it approves. The resolution lists the changes that were made to the contract and the wage increases in 2020-21. The Personnel Committee recommends approval of this resolution and agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Grand Marais (the “City” or “Employer”), and the American Federation of State, County, and Municipal Employees, Minnesota AFSCME Council 5 (the “Union”), on behalf of the City of Grand Marais municipal employees bargaining unit (the “Bargaining Unit”).

WHEREAS, the Employer and the Union have agreed upon and placed in written form the terms and conditions of employment for employees in the Bargaining Unit through the Collective Bargaining Agreement by and between the Employer and the Union, which is in effect and enforceable upon both parties from January 1, 2018 through December 31, 2019 (“CBA”); and

WHEREAS, the CBA contains the applicable 2018-2019 wage schedule for the job classifications in the Bargaining Unit as of January 1, 2018, respectively; and

WHEREAS, the Employer modified the job classification of Property Maintenance Supervisor on February 13, 2018, to change the job rating points from 191 to 213; and

WHEREAS, the Employer and Union have agreed to modify Property Maintenance Supervisor wages scale.

NOW, THEREFORE, BE IT RESOLVED THAT all parties hereto, in consideration of their mutual covenants and agreements to be performed, as hereinafter set forth, agree as follows:

Section 1. Modified Job Classification Wages

The wages for the Property Maintenance Supervisor in 2018 are modified effective and retroactive to February 13, 2018, as follows:

| Property Maintenance Supervisor | ROI | Start | 1040 Hr | Base | 10400 Hr | 20800 Hr | 31200 Hr | Max |
|---------------------------------|-----|---------|---------|---------|----------|----------|----------|---------|
| Existing | 191 | \$23.60 | \$24.92 | \$26.22 | \$26.74 | \$27.27 | \$27.79 | \$28.31 |
| Modified | 217 | \$25.45 | \$26.86 | \$28.27 | \$28.84 | \$29.40 | \$29.97 | \$30.53 |

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment, Modification, or Termination

This MOU or any of its terms may only be amended, modified, or terminated by a written instrument that: (1) expressly states it is amending, modifying, or terminating the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Governing Law and Severability

Section 6.1. This MOU is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

Section 6.2. If any provision, or any portion thereof, contained in this MOU is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this MOU shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Article 7. No Precedent, Past Practice or Other Acknowledgment

This MOU is solely for the purposes of resolving the matters described in this MOU. The terms of this MOU do not have any precedential value beyond this MOU. This MOU and any related communications between City and Union or City employees in this matter are not nor can they be construed as an acknowledgment that: (1) City is required to meet and negotiate with Union over any item related to this matter; or (2) City waives or relinquishes any rights it can exercise unilaterally without meeting and negotiating with Union. City does not waive and expressly reserves its right to exercise any rights it can exercise unilaterally without meeting and negotiating with Union.

Article 8. Binding Effect and No Assignment

This MOU is binding upon, and inures, to the benefit of the successors, executors, heirs and legal representatives of the parties hereto. This MOU is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

Article 9. Counterparts

This MOU may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this MOU.

Article 10. Representations of Parties

The respective parties hereto hereby represent that this MOU has been duly authorized and, upon execution, will constitute a valid and binding contractual obligation, enforceable in accordance with its terms, of each of the parties hereto.

Article 11. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 12. Execution and Effective Date

This MOU is effective on the latest date affixed to the signatures below.

Article 13. Expiration Date

This MOU will only expire and no longer be in force or effect if the MOU is amended, modified, or terminated pursuant to Article 5 of this MOU.

Article 14. Incorporation into the Agreement

This MOU shall be attached to and incorporated into the Labor Agreement and successor labor agreements.

Article 15. Effective Date

IN WITNESS WHEREOF, the parties hereto have made this MOU on the latest date affixed to the signatures below.

FOR CITY OF GRAND MARAIS

FOR AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, CITY AND COUNTY
LOCAL 66 AS REPRESENTED—
MINNESOTA AFCME COUNCIL 5

BY: _____
Jay Arrowsmith DeCoux, Its Mayor

BY: _____
President, Local 66

BY: _____
Mike Roth, Its City Administrator

BY: _____
Field Director, Council 5

BY: _____
Business Representative, Council 5

DATE: _____

DATE: _____

CITY OF GRAND MARAIS, MINNESOTA
CITY COUNCIL RESOLUTION 2020-01

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN CITY OF GRAND MARAIS
AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, MINNESOTA COUNCIL 5**

WHEREAS, the City of Grand Marais (City) and the American Federation of State, County and Municipal Employees, Minnesota Council 5 on behalf of the municipal employees bargaining unit (Union) negotiating teams have agreed upon a proposed Collective Bargaining Agreement (CBA) for calendar years 2020-21; and

WHEREAS, the following changes were made to the existing labor agreement:

1) **Article 22 – Scope of agreement**

21.1 Duration: This agreement shall become effective as of January 1, ~~2020~~ and shall remain in full force and effect through midnight, December 31, ~~2021~~. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provisions of this Agreement is given by one party, and received by the other not later than ninety (90) days prior to expiration of the Agreement.

2) **Wages**

Year 1 3% wage increase effective 1/1/20

Year 2 3% wage increase effective 1/1/21

3) **Article 18.4 – Safety Shoes**

Employees shall be allowed once in every two years a safety shoe reimbursement allowance of up to \$~~20~~50 upon presentation of receipt. Employees may use this allowance for multiple purchases, but shall not exceed \$~~20~~50 in a two (2) year period.

; and

WHEREAS, the City Council has reviewed the proposed CBA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Marais, County of Cook, State of Minnesota, does hereby approve and adopt the 2020-21 CBA between the City and Union on behalf of the Grand Marais municipal employees bargaining unit, as proposed and in the form attached hereto, and authorize and direct the Mayor and City Administrator to execute the same on behalf of the City as soon as practicable.

RESOLUTION 2020-01

Passed by the City Council of the City of Grand Marais, Minnesota this 8th day of January, 2020.

(SEAL)

Mayor Jay Arrowsmith Decoux

ATTEST:

Michael J. Roth
City Administrator

CITY OF GRAND MARAIS

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

MINNESOTA AFSCME COUNCIL 5

2020-2021

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LABOR AGREEMENT
BETWEEN
CITY OF GRAND MARAIS
AND
AFSCME COUNCIL NO. 5

Preamble

This labor agreement, entered into as of January 1, 2020 by and between the City of Grand Marais, a Minnesota municipal corporation, referred to herein as the “Employer” and American Federation of State, County, and Municipal Employees, Minnesota AFSCME Council 5, referred to herein as the “Union.”

ARTICLE 1 – PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1) Establish certain hours, wages and other terms and conditions of employment, as defined in Minnesota Statutes c. 179A.
- 2) Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

ARTICLE 2 – DEFINITIONS

- 2.1 “Employer”: The term “Employer” shall mean the City of Grand Marais.
- 2.2 “Gender”: Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply.
- 2.3 “Seasonal Employee”: The term “seasonal employee” shall mean an employee who works at a City facility which is open not more than seven (7) months per year.

ARTICLE 3 – RECOGNITION

3.1 The Employer recognizes the Union as the exclusive representative of a bargaining unit consisting of all employees of the City of Grand Marais, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and essential employees.

3.2 In the event that any job classification is created within the City after the effective date, but during the term of this Agreement, and such position is filled by the Employer, the parties agree to meet and confer on whether or not such person shall be represented by the Union prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such person.

3.3 The Employer shall deduct from the paychecks each month an amount sufficient to provide the payment of regular dues or fair share fee established by the Union from the wages of all bargaining unit members authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union within ten (10) days after the month from which such deductions are made.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the employer under Paragraph 3.3 of this Agreement.

3.5 The Union shall keep the Employer advised in writing of the names of any stewards and alternates.

ARTICLE 4 MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to determine the qualifications for positions and of applicants; to hire, assign, direct and determine the number of personnel; to issue, amend and revise policies, rules, regulations and practices; and to establish work schedules. Provided, however, the Employer shall meet and confer with the Union before using independent contractors or subcontractors to perform work which would otherwise be performed by bargaining unit members. All rights and authorities which the Employer has not specifically abridged, delegated or modified by expressed provisions of this Agreement are retained by the Employer. The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 5 – UNION RIGHTS AND ACTIVITY

5.1 The Employer shall notify the Union of the name of each new employee at the time of hire. The Union shall be entitled to up to 15 minutes with each new employee hired by the employer to introduce them to the union contract and educate new employees of their rights and responsibilities under the agreement. The Union shall notify the Employer who the Union appoints to conduct this conversation. The Employer will notify the designated person when a new employee is hired. The 15 minutes shall be at a time mutually agreed to by the employee and the Union within the first two weeks of employment.

5.2 Any employee who is required to be absent from duty to attend meetings as a Union representative shall be granted the necessary time off to attend such meetings without loss of pay, without discrimination and without loss of seniority rights or any other rights granted by the Employer under this Agreement. Any such absence from duty shall be subject to the approval of the Department Head and shall not be granted if the absence would disrupt necessary Employer functions. The Union shall reimburse the Employer for the full cost of the employee's lost time and for any extra overtime cost incurred by the Employer as a direct result of the employee being absent.

5.3 The Union shall be permitted the use of employee bulletin boards located on premises of the employer for the posting of matters of interest to the members provided the postings are not political. The Employer is not obligated to provide additional bulletin boards, to post any materials on the bulletin boards for the Union or to assure that the Union's use of the bulletin boards is exclusive.

5.4 Representatives of the American Federation of State, County, and Municipal Employees Union shall have access to the premises of the employer at reasonable times and subject to reasonable rules to investigate grievances and other problems that affect the Union members. Union representatives shall not interrupt works in progress of the employees.

ARTICLE 6 – WAGES, WORK SCHEDULES, OVERTIME

6.1 Wages: For calendar years 2020 - 2021, employees shall be paid the hourly wages set forth in Appendix A and B, respectively. The pay period shall run from 12:01 a.m. Sunday through 11:59 p.m. Saturday. Paychecks shall be issued within two weeks after the end of the pay period. Any back pay resulting from the settlement of this agreement shall be effective the first day of the pay period closest to January 1.

6.2 Work Schedules: The Employer shall determine the work schedules. Unless mutually agreed upon, an employee's normal work schedule shall not be changed without seven (7) calendar days' advance notice to the employee, except in the case of emergencies. The advanced notice requirement of this paragraph does not apply where the Employer increases or decreases the employee's hours of work for the day due to unexpected changes in the Employer's needs for the day. Flextime schedules may be had upon agreement with the Employer.

6.3 Out of Class Work: An employee who is assigned to work in a higher paid classification shall receive the minimum rate of pay for the higher paid classification (90% of base). Except in case of emergency, written authorization for assignment to work in a higher paid class must be obtained in advance of the employee's assignment from the supervisor. (In an emergency, the employee must request written confirmation of the out of class assignment as soon as possible). The written authorization shall be subject to the written approval of the Employer or its designee. If an employee is directed to work out of class by the supervisor and the supervisor has not provided the employee with a written assignment approved in writing by the supervisor and the Employer or its designee, the employee, except in case of emergency, shall have the right to refuse the assignment to work in the higher paid classification. An employee who is hired in a different classification on an unscheduled, fill-in basis, shall continue to receive the rate of pay for the employee's regular classification.

6.4 Additional Hours of Work: When additional hours become available in a classification, the Employer shall consider distribution of the hours to qualified employees in the classification based on seniority, but the Employer shall not be required to distribute the hours by seniority.

6.5 Lunch, Breaks: There shall be a thirty (30) minute unpaid duty-free lunch period except where otherwise agreed between the employee and the Department Head. A rest break of fifteen (15) minutes shall be permitted during each four-hour shift. The rest break shall be given at such time as may be authorized by the Department Head. Employees shall remain at the work site during the rest breaks. For employees working out of a City vehicle, the rest break shall be taken in the City vehicle or at the location where the employee is working.

6.6 Overtime: For employees who are not exempt under the Fair Labor Standards Act, hours worked in excess of forty (40) hours per week will be compensated at one and one-half (1 ½) times the employee's base pay rate. Base pay rate means the employee's straight time rate of pay plus any applicable shift differential or longevity. "Hours worked" means hours actually worked, authorized paid vacation, sick leave or holiday pay but "hours worked" does not include compensatory time off. In the case of a call out, "hours worked" means hours actually worked during the call out but not less than the two hour minimum. Overtime shall be calculated to the nearest fifteen (15) minutes. For the purpose of computing overtime, the work week will end at 11:59 p.m. Saturday (midnight). All overtime worked must be authorized in advance by the Department Head or a designee of the Department Head appointed by the Employer. Overtime shall be distributed as equitably as practicable within a classification. Overtime refused by employees will, for purposes of overtime distribution, be considered as unpaid overtime worked. A written report concerning overtime will be filed by the employee with the employee's supervisor on the next day after the overtime is worked, on a form provided by the Employer.

Employees may elect to be compensated for overtime in cash or compensatory time. All employees may bank up to a maximum of one-hundred-and-twenty (120) hours of compensatory time at any one time, such time to be recorded by the Employer. Up to eighty (80) hours of banked compensatory time off due an employee at the end of the calendar year shall, at the request of the employee, be paid to the employee in the paycheck for the next scheduled payroll. Overtime will be paid at the employee's current rate. At the employee's written request, said

payment may be deposited by the employer directly to the employee's HSA up to the maximum amount allowed by law

The distribution of compensatory time off shall be at the discretion of the Employer and upon request of the employee. Employees will give at least 24 hours notice when requesting compensatory time off. The Employer shall give 24 hours notice if there is a need to cancel compensatory time off unless an emergency situation arises.

6.7 Maximum Consecutive Hours: Employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

6.8 Call Back: An employee who is called back to duty during the employee's scheduled off duty time shall receive a minimum of two (2) hours pay at the straight time rate of pay.

6.9 Pay Plan Placement, Promotions, Upgradings: Placement at a step on the pay plan shall be based on an employee's hours of continuous service in the employee's current classification.

An employee who is promoted to a higher paid classification shall be placed on the pay plan at a step in the pay grade for the higher paid classification which will result in the employee receiving a pay increase of at least 2% as a result of the promotion. The promoted employee will then move to higher steps on the pay plan based on the employee's hours of continuous service in the promoted classification. In the event that an employee's classification is upgraded, the employee's step placement will not be affected by the upgrading. An upgrading occurs when a classification retains a significant portion of its current duties and has added to it additional duties which have caused the Employer to authorize a pay increase.

6.10 Retired Employees Rehire: Any employee who retires on Social Security and/or P.E.R.A., and who desires to return to work on a part-time basis in the same job classification from which he/she retired, may maintain his/her pay rate and step as a part-time employee, but he/she shall forfeit all seniority rights as provided for in Article 7.1.

6.11 Lineworker Apprenticeship: Lineworkers who are hired without journeyman qualifications will be classified as apprentices. Apprentice lineworkers will be placed in the Merchant apprenticeship program or a similar program designated by the City. Apprentice pay shall be 80% of the base pay for lineworkers in the first step of the program, 85% in step 2, 90% in step 3, and 95% in step 4. Progression through the program steps requires successful completion of required tests and fieldwork. New hires may be placed in the appropriate step of the apprenticeship program based on experience at the sole discretion of the City. Up to 8,320 hours time served as an Apprentice applies in determining Lineworker step increases.

6.12 Stand-By Duty: Lineworkers will be paid an amount equivalent to 10 hours regular pay for one week of stand-by duty. This pay will not be counted towards hours worked for any calculation. Lineworkers on stand-by duty are required to be available for work as per the City stand by policy 24 hours a day.

6.13 Water/Wastewater Operations Specialist. A Water/Wastewater Operations Specialist who obtains a license shall be compensated a wage differential according to the following scale:

| License | None | D | C | B |
|------------|---------------|---------------|--------------|--------------|
| Wastewater | As contracted | As contracted | +\$0.25/hour | +\$0.25/hour |
| Water | As contracted | As contracted | +\$0.25/hour | +\$0.25/hour |

ARTICLE 7 SENIORITY

7.1 Seniority shall be granted to all employees who have completed their probation period. Seniority is to be determined by total length of continuous employment for the City of Grand Marais beginning with the original date of employment. Separate seniority lists shall be maintained for full-time, part-time and seasonal employees.

7.2 Seniority shall be broken or lost by an employee's voluntary resignation from employment or by the employee's discharge filed in writing for cause and after a hearing if requested by the employee.

7.3 No seniority shall be broken or lost for an employee by illness, authorized leave of absence, or layoff for so long as the employee is on the recall list.

7.4 Seniority shall be by department for layoffs. Layoff shall occur as stated in Article 9.

ARTICLE 8 – EMPLOYEE SELECTION, PROBATION

8.1 Selection: If the Employer determines to fill a vacancy for a permanent job opening in the bargaining unit, the Employer shall post notice of the vacancy for a period of ten (10) days. Persons interested in making application for such posted vacancy shall do so within the ten (10) day posting period. All persons making such application who meet the minimum qualifications for the position shall be considered for the vacancy. The Employer will fill the vacancy with the applicant whose job-relevant qualifications are most suited, in the exclusive judgment of the Employer, to the requirements of the job.

8.2 Promotion: The Employer encourages employees to apply for vacancies in higher paid positions which are posted in accordance with Paragraph 8.1, provided the employee meets the minimum qualifications for the position. Selection of the successful applicant shall be in accordance with the procedures set forth in Paragraph 8.1. With respect to promotional vacancies, where the job-relevant qualifications of the two most qualified applicants are equal, in the exclusive judgment of the Employer, the position will be awarded to the senior applicant.

8.3 Probation: All new employees shall be subject to a probationary period of 1,040 hours of continuous paid service. The probationary period may be extended, at the option of the Employer, for up to an additional 520 hours of continuous paid service. Provided, however, in no event shall the initial probationary period, plus any extension, extend longer than one calendar

year. An employee whose initial probationary period is extended shall be notified in writing, copy to the Union.

Existing employees who are transferred or promoted to a different job classification shall be subject to a probationary period of 90 working days in the new classification. During the first 60 working days in the new classification, a promoted employee shall have the option to voluntarily return to the employee's former classification

During the initial probationary period or extension thereof, if the employee's performance does not meet satisfactory standards, in the exclusive judgment of the Employer, then the Employer may dismiss the employee, and the Employer's decision is final and shall not be deemed a breach of this Agreement nor be subject to the grievance or arbitration procedure of this Agreement. During the probationary period for an employee who has been transferred or promoted, if the employee's performance does not meet satisfactory standards, in the exclusive judgment of the Employer, then the Employer shall return the probationary employee to a position in the employee's prior classification. If there is no available position, the employee will be placed in layoff status. The Employer's decision is final and shall not be deemed a breach of this Agreement nor be subject to the grievance or arbitration procedure of this Agreement.

Vacation and sick leave shall be earned by the new employee during the initial probation period but will not be available for use. If employment is terminated during a new employee's initial probationary period, or extension thereof, no sick leave, vacation or other benefits shall be due to the employee. Employees in their original probationary period, or extension thereof, shall not be entitled to leaves of absence except as required under State or Federal statutes.

ARTICLE 9 – LAYOFF, RECALL

9.1 Layoff Procedure: The Employer will determine the timing of any layoffs, the number of employees to be laid off, and the job classifications affected. The Employer will indicate whether the layoff will be from a full-time position, a part-time position, or a seasonal position. The Employer will then layoff employees in a classification in a department (either full-time, part-time, or seasonal, as designated in the notice of layoff) in the inverse order of seniority, with the least senior employee being laid off first.

Bumping rights shall be available only to non-seasonal employees who are on the payroll more than seven (7) months per year and who meet the minimum qualifications for the position for which they intend to bump into. A full-time employee may bump a less senior full or part-time employee, and a part-time employee may bump a less senior part-time employee. A full-time employee who is eligible to bump but does not have sufficient seniority to bump within the department may bump a less senior employee in another department in a position in which the bumping employee meets the present minimum qualifications for the position.

An employee who is laid off shall have recall rights as provided in Section 9.2.

9.2 Recall Procedure: If the Employer determines to fill a vacancy in a classification from

which employees are laid off, employees who are laid off will be recalled in the reverse order of layoff. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within ten (10) calendar days of delivery or attempted delivery of the notice of recall, notify the Employer of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. An employee who fails to notify the Employer of intent to return to work or fails to report for work in timely fashion, as required by this paragraph, shall be deemed to have waived the right to be recalled to employment and shall lose all rights to be recalled in the future. Employees in layoff status shall retain recall rights for a period of two (2) years following the date of layoff.

ARTICLE 10 – VACATIONS

10.1 Paid Vacations: All full-time employees shall receive annual vacation leave as follows:

| <u>Years of Continuous Service</u> | <u>Hours of Vacation-</u> |
|---|---------------------------|
| After one (1) year of continuous paid service | 40 hours |
| After two (2) years of continuous paid service | 80 hours |
| After five (5) years of continuous paid service | 120 hours |
| After ten (10) years of continuous paid service | 160 hours |
| After fifteen (15) years of continuous paid service | 200 hours |

10.1.B Regular part-time employees accrue vacation leave benefits on a pro rata basis from date of hire. The amount of vacation leave available will be based on the ratio of the total hours actually worked by the employee divided by the normal work year of 2080 hours.

10.1.C Seasonal employees who have worked a minimum of 2080 hours with the City of Grand Marais and average at least 30 hours per week of employment in the previous season shall accrue at the beginning of each season 16 hours of paid time off. This time off may be used in lieu of either vacation or sick leave and is subject to the rules of each as stated in 10.3 Vacation Schedules or 12.2 Use of Sick Leave. Any paid time off not used in the season accrued shall be paid to the employee in their final paycheck of the season.

10.2 Accumulation: Employees are encouraged to use accumulated vacation leave. Vacation may be accrued to a limit of one and one-half (1 ½) times the amount of vacation they are able to accrue in 10.1. Vacation earned and not used in excess of the maximum amount of accumulation shall be lost, and an employee may not receive pay in lieu of vacation, except that an employee who has worked at least 20,800 hours may once per calendar year at a time determined by the employer request payment for up to 40 hours of accumulated vacation time. At the employee’s written request, said payment may be deposited by the employer directly to the employee’s HSA up to the maximum amount allowed by law. Vacation earned by employees shall be accrued during each bi-weekly pay period.

10.3 Vacation Schedules: The vacation schedule and all vacation requests shall be subject to approval of the Department Head based on the needs of the service. The Employer reserves the

right to cancel previously approved vacation where, in the exclusive judgment of the Employer, cancellation is necessary to meet the needs of the service.

10.4 Deceased Employee: In the event of death of any employee, any vacation or compensatory time accumulated to the credit of such deceased employee shall be compensated for and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

ARTICLE 11 – HOLIDAYS

11.1 Paid Holidays: Full-time employees shall annually be granted the following thirteen (13) paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day (4th of July)
- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday after Thanksgiving
- Veterans' Day
- Christmas Day
- Two (2) Personal Days

*Employees hired prior to June 30 shall receive two (2) personal days for the calendar year of hire, and employees hired after June 30 shall receive one (1) personal day for the calendar year of hire.

Personal days must be taken in the year they accrue. Personal days may be taken at times approved by the Department Head. Seven (7) days' advance request from the employee to the Department Head shall be required for approval to take personal days, except where the Department Head grants approval on shorter notice.

11.2 Holidays Worked: A full-time employee who is required to work on the day observed as a holiday shall be paid at one and one-half (1 ½) times the employee's straight time rate for all hours worked on the holiday, in addition to the employee's holiday pay (not to exceed eight (8) hours at straight time) or another day off at a later date, to be scheduled by mutual agreement of the employee and the Department Head.

Part-time, non-seasonal and seasonal employees who are required to work on the day observed as a holiday shall be paid one and one-half (1 ½) times the employee's straight time rate for all hours worked on the holiday.

An employee who is scheduled to work on a designated holiday and fails to report as scheduled shall not be eligible for holiday pay for the holiday and may be subject to other discipline also.

11.3 Weekends: When any of the designated holidays fall on a Sunday, the following Monday shall be observed as the holiday. When any designated holiday falls on Saturday, the previous Friday shall be observed as the holiday.

11.4 Eligibility: Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday in order to qualify for holiday pay, unless the employee is absent on approved paid leave. When a holiday falls during an employee's approved vacation period, the day shall be recognized as a holiday and not as a day of vacation.

ARTICLE 12 – SICK LEAVE

12.1 Sick Leave Accrual: Full-time employees shall accrue twelve (12) hours of available sick leave for each full month of working employment, prorated to the nearest hour for a partial month's service. Accrued sick leave may be accumulated to a maximum of nine hundred and sixty (960) hours.

12.1.B Regular part-time employees shall accrue sick leave benefits on a pro rata basis from the date of hire at .06926 hours sick leave per hour worked. Accrued sick leave may be accumulated to a maximum of nine hundred sixty (960) hours.

12.2 Use of Sick Leave:

a. Accumulated sick leave may be used for absences from work necessitated by illness, injury, or pregnancy-related disabilities as required by law, or for parental leave as described in 13.6. Written medical documentation may be required by the Employer for the use of sick leave in excess of two (2) days.

b. Accumulated sick leave may also be used for the time required to make arrangements as are necessary for medical, dental, or nursing care because of serious illness or injury in the immediate family of the employee. "Immediate family" means only the employee's spouse, in-laws, parent or stepparent, children or stepchildren, siblings, grandparents, grandchildren, and legal wards. Additional sick leave may be taken pursuant to this Paragraph 12.2. b. subject to advance approval of the Employer. The Employer may at any time, request employees to submit a medical certificate from an attending or employee's designated physician if abuse of this benefit is assumed.

c. An employee may use accumulated sick leave for up to five (5) consecutive days of absence in the event of death of a member of the employee's immediate family. "Immediate Family" is defined as the employee's spouse, parents or stepparent, children or stepchildren, grandchildren, or legal wards, brother, sister, grandparents, or in-laws. The amount of sick leave which may be used for bereavement purposes under this Paragraph, up to the maximum of five (5) consecutive days, shall be subject to approval of the

Department Head. Additional necessary time off for bereavement leave in excess of five (5) consecutive days may be taken from the employee's accumulated paid leave (other than sick leave) or by unpaid leave, with the approval of the Department Head.

d. Misuse of sick leave shall be just cause for disciplinary action.

12.3 Notification: Employees unable to report for their scheduled work day because of illness or injury shall notify their supervisor prior to the scheduled starting time, except if an employee is prevented by an emergency from notifying the supervisor prior to the scheduled starting time, in which case the employee shall notify the supervisor as soon as possible. Failure to give the notification required by this Paragraph shall be just cause for disciplinary action.

12.4 Worker's Compensation: Upon request of a full-time employee who is absent from work as a result of an injury sustained in the course of City employment for which the employee is eligible for compensation under the Minnesota Worker's Compensation Act, the employer will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's net normal daily wages, to the extent the employee has accumulated sick leave which is unused, with the payment to be deducted from the employee's accumulated sick leave. Such payment shall be made by the Employer to the employee only until the period of disability ends or until the employee's accumulated sick leave is exhausted, whichever occurs first. The deduction from the employee's accumulated sick leave shall be a prorated amount based on the worker's compensation benefit and the employee's normal daily wage.

12.5 Termination: Accumulated sick leave has no cash value at the time of separation from employment.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 Jury Duty: An employee required to serve on jury duty shall be paid the employee's regular compensation for the scheduled work hours missed due to jury duty, provided the employee remits to the Employer jury pay which the employee receives. An employee who is excused after reporting to jury duty shall be required to return to work promptly.

13.2 Witness Duty: An employee subpoenaed by or required on behalf of the Employer to appear before a court, legislative committee, or other body as a witness shall be granted a leave of absence with pay.

13.3 Military Duty: The Employer shall follow State or Federal Statute as to payment of wages or salary during leave due to military duty.

13.4 Leave of Absence Without Pay: The Employer may grant up to one (1) year leave of absence without pay to any employee. The employee's benefits shall not accrue during the leave of absence without pay.

13.5 Absence Without Leave: No employee shall be absent from duty without permission from the employee's Department Head. Any employee absenting themselves from duty without leave or permission will be subject to disciplinary action. After three (3) days' absence, the Employer may declare the position vacant due to voluntary termination without notice.

13.6 Parental Leave: The Employer shall grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child. The length of the leave shall be determined by the employee, but may not exceed six (6) weeks, unless agreed to by the Employer. The employee may use accumulated sick leave or vacation during parental leave.

The leave shall begin at a time requested by the employee. The Employer may adopt reasonable policies governing the timing of requests for unpaid parental leave. The leave may begin not more than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

An employee returning from a parental leave of absence is entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from a parental leave of absence longer than one month must notify the Employer at least two weeks prior to return from leave.

If, during a parental leave, the Employer experiences a layoff and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of the layoff and recall system of this Agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system which the employee would have had if the employee had not taken the leave.

An employee returning from an unpaid parental leave of absence is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from an unpaid parental leave is entitled to retain all accrued pre-leave benefits of employment and seniority, as if there had been no interruption in service. An employee, by agreement with the employer, may return to work part-time during the leave period without forfeiting the right to return to employment at the end of the leave period.

13.7 Family and Medical Leave: Employees shall be eligible for a leave in accordance with the City of Grand Marais Family and Medical Leave Act Policy as adopted by the Employer. The Employer shall notify the union of any changes in the City of Grand Marais Family and Medical Leave Act Policy and shall, upon request of the Union, meet and confer with the Union regarding the changes.

ARTICLE 14 – INSURANCE

14.1 Health and Hospitalization Insurance: The Employer will purchase a policy of group health and hospitalization insurance and will pay 73% of the premium for full-time employees. Employees may opt out of all health insurance benefits provided by the City, including HSA

contributions and deductible reimbursements, provided they show proof of coverage from another source. Employees opting out of coverage may only do so during the enrollment period or because of a change of status acceptable to the City's insurer. The City will provide a form required to be completed by employees opting out of coverage.

14.1B The City will make monthly contributions to an HSA account for employees eligible for and opting for insurance coverage. This contribution shall total \$900 over a 12-month period per employee with single coverage and \$1700 over a 12-month period per employee with family coverage. In 2020 only, the City will make a single contribution of the total annual amount during the first payroll in January.

14.1C The City shall reimburse deductible payments under a post deductible Health Reimbursement Account plan of up to \$1,550 per single/ \$3,200 per family annual max. The City shall reimburse only after the employee has spent the federally required minimum amount on deductible payments.

14.2 Life Insurance: The Employer will purchase and pay the full employee premium for full-time employees for a policy of group term life insurance with a benefit amount of \$30,000; and for the permanent part-time employees for a policy of term life insurance with a benefit amount of \$15,000.

14.3 Effective Dates of Coverage: Coverage of an employee under the insurance programs set forth in Paragraphs 14.1 and 14.2 shall commence on the first of the month following the month of initial hire and the Employer's obligation to provide coverage shall terminate upon the employee ceasing to have full-time status, whether by resignation, discharge, strike, retirement, or death.

14.4 Employer Obligation Limited: Any description of insurance benefits contained in this article is intended to be informational only, and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. The Employer's only obligation is to pay such amounts as agreed to herein for premiums. 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. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 14. No dispute arising under or relating to this Article 14 shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premiums as required by this Article.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 Definition: A "grievance" shall mean an allegation by an employee that the Employer has violated an express provision of this Agreement. The filing or pendency of a grievance shall in no way operate to impede, delay, or interfere with the right of the Employer to take the action complained of, subject to the final resolution of the grievance.

15.2 Adjustment of Grievances: The Employer and the employee shall address all grievances

which may arise during the course of an employee's employment with the Employer in the following manner:

Step 1. An employee having a grievance shall, within twenty-one (21) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, discuss the grievance with the employee's immediate supervisor and indicate to the supervisor that the matter is a grievance. The supervisor will document in writing when the grievance was received. The supervisor will give an answer, in writing, within ten (10) calendar days after receipt of the grievance.

Step 2. An employee may appeal, in writing, the Step 1 answer to the City Administrator within ten (10) calendar days after receipt. The appeal must be in writing signed by the aggrieved employee and the Union. Upon request, the employee shall meet with the City Administrator to explain and discuss the grievance. The employee shall be given the opportunity to have a union representative present if the employee so chooses. The City Administrator will respond in writing to the grievance within ten (10) calendar days after receipt of the written appeal.

Step 3. An employee may appeal in writing the Step 2 answer to the City Personnel Committee within ten (10) calendar days after receipt of the Step 2 response. The hearing before the Personnel Committee shall be scheduled within ten (10) calendar days of receipt of the Step 3 appeal. The Employer's response shall be made within ten (10) calendar days after the hearing. The union steward or a representative shall be notified by the City of the time and place of the Step 3 hearing.

Step 4. A grievance which has been timely presented and processed in accordance with the Steps of the grievance procedure set forth in this Article and which remains unresolved after Step 3 may be appealed to arbitration in accordance with the arbitration procedures of this Article.

15.3 Arbitration Procedures: The following provisions and procedures shall govern arbitration proceedings under this Agreement:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, and such request must be filed in the office of the City Administrator within ten (10) calendar days following the decision in Step 3.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions of this Article.

Subd. 3. Selection of Arbitrator: At the same time that the appeal to arbitration is filed with the City Administrator, the Union shall request the Minnesota Bureau of Mediation Services to submit a list of arbitrators from whom the parties shall select the arbitrator by alternatively striking names, with the first strike being determined by flip of the coin. Failure to promptly complete the arbitrator selection process or failure to request an arbitrator list from the Public

Employment Labor Relations Board promptly shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right and opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision of the arbitrator in all cases shall be final and binding on the parties, subject only to appeal in accordance with the provisions of the Uniform Arbitration Act.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses related to the party's representatives, witnesses, and any other expenses which the part incurs in connection with presenting its case in arbitration. A transcript of the hearing shall be made at the request of either party. The party requesting the transcript shall notify the other party not less than ten (10) calendar days in advance of the hearing that a transcript will be prepared, and the requesting party shall pay the cost of the Court Reporter's attendance. Each party shall be separately responsible for the cost of its copy of the transcript. Each party shall be separately liable for one-half of the arbitrator's charges, including reasonable expenses.

Subd. 7. Jurisdiction: The jurisdiction and authority of the arbitrator and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, to impose on either party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union. If the arbitrator finds that the grievance concerns matters not covered by this Agreement or that the procedures contained in this Article have not been adhered to, the arbitrator shall return the matter to the parties without decision. The arbitrator shall submit in writing the decision within thirty (30) calendar days following close of the hearing or the submission of written briefs by the parties, whichever is later, unless the parties agree to an extension.

15.4 Time Limitation and Waiver: If a grievance is not presented within the time limits required by this Article, it shall be deemed "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 response. If the Employer does not answer a grievance or an appeal within the specified time limits, the grievance shall be deemed denied and the employee, or the Union in the case of an appeal to arbitration, may immediately appeal the grievance to the next step. The time limits set forth in this Article may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 16 – DISCIPLINE

16.1 Just Cause: The Employer shall discipline employees for just cause only. The Employer

is committed to following principles of progressive discipline but the parties acknowledge that the degree of discipline in each case will be based on the facts of the case. Discipline will be in one or more of the following forms:

- | | |
|-------------------|----------------------|
| 1. Oral reprimand | 2. Written reprimand |
| 3. Suspension | 4. Demotion |
| 5. Discharge | |

If a written record is made of an oral reprimand, the employee shall receive a copy.

16.2 Written Record: Written reprimands, suspensions, demotions and discharges will be in written form. The written record of such disciplinary actions shall become a part of an employee's personnel file. Written records of oral reprimands shall not be placed in the employee's personnel file. The employee subject to discipline and the Union shall receive a copy of each written reprimand and notice of suspension, demotion or discharge. An employee shall be given opportunity to have a Union representative present at any questioning of the employee during a meeting with a supervisor for the purpose of determining what disciplinary action against the employee will be taken.

16.3 Discharge of Employees: The Employer shall not discharge any permanent employee without just cause. If, in any case, the employer feels there is just cause for discharge, the employee will be suspended without pay for the five (5) working days immediately preceding the date the discharge is effective, and the employee and the Union will be notified, in writing, that the employee is subject to discharge and shall be furnished with the reasons therefore.

16.4 Personnel Records: Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel office records. At the request of the employee, written reprimands will be purged from the employee's personnel file and be of no effect five (5) years after the date on which the employee acknowledged the reprimand if the employee has not been the subject of further disciplinary action during that five (5) year period. Employees shall have access to their personnel file under supervision of the City Administrator or Finance Director during business hours Monday through Friday without undue delay.

ARTICLE 17 – NONDISCRIMINATION, WORK STOPPAGES

17.1 Equal Application: All employment practices and economic opportunities shall be nondiscriminatory in compliance with current applicable federal and state statutes and regulations and local ordinances. No person shall, on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age, be subjected to discrimination in any terms and conditions of employment or be excluded from employment or economic opportunities by the Employer. The Union shall represent all employees in the bargaining unit without discrimination.

17.2 Work Stoppages: Neither the Union, its officers or agents nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike,

slow down, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absenting in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment, for the duration of this Agreement, except as otherwise permitted by law. In the event of a violation of this Article, the Union agrees to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

ARTICLE 18 – SAFETY

18.1 Employer Policy: It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.

18.2 Employee Responsibility: It shall also be the responsibility of all employees to cooperate in the programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. The employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

18.3 Safety Officer: The Employer shall appoint a Safety Officer to deal with work place safety matters as determined necessary by the Employer. The Union shall appoint one unit member who shall be designated the Union's safety representative. The safety representative may discuss safety issues with the Safety Officer as they mutually deem appropriate. The safety representative shall obtain the permission of his/her supervisor before interrupting work to contact the Safety Officer during working hours. Such contacts shall only be for the time and frequency reasonably necessary to discuss legitimate safety concerns. The safety representative shall promptly report to the Personnel Coordinator any lost work time due to his/her activities as safety representative and the Employer shall be reimbursed by the Union for the lost work time pursuant to Paragraph 5.2 of this Agreement.

18.4 Safety Shoes: Employees shall be allowed once in every two years a safety shoe reimbursement allowance of up to \$250 upon presentation of receipt. Employees may use this allowance for multiple purchases, but shall not exceed \$250 in a two (2) year period. All safety shoes shall meet ANSI standards. Part-time and seasonal employees eligible for this allowance must have at least one full year of City employment. Full time employees eligible for this allowance must successfully complete their probationary period prior to reimbursement. All employees eligible for this allowance must work in a position where safety shoes are required by OSHA.

ARTICLE 19 – OUTSIDE EMPLOYMENT, VOLUNTEER EMERGENCY RESPONDING

19.1 Outside Employment: Employees may be permitted to engage in outside employment subject to the following restrictions:

- a. Any outside employment is secondary to City employment and shall not interfere with

proper performance of City employment nor create a conflict of interest with City employment. Outside employment shall not interfere with the employee's requirement to report for City work refreshed and ready to work.

- b. No employee shall accept pay or compensation from anyone for time during which he/she is reimbursed by the City, except where approved in advance by the Employer.
- c. No employee shall accept employment which will involve the use of City equipment, facilities, or materials.

An employee who fails to comply with the above conditions may be subject to discipline at the discretion of the Employer.

19.2 Volunteer Emergency Responding: Employees who serve the community in voluntary emergency organizations shall be excused from work to respond to emergency calls of the emergency organization. If responding to an emergency call during duty time, the employee will continue to be paid his/her wages and benefits provided, however, the employee must return to work as soon as possible. The employee must make reasonable attempts to notify the employee's immediate supervisor of the absence. The right to be absent from work with pay pursuant to this Paragraph is limited to responding to one volunteer emergency organization per employee. The employee will designate the one organization, and the designation shall not be changed during the calendar year.

ARTICLE 20 – LICENSES, EXPENSES

20.1 Licenses: When the Employer requires an employee to retain a certificate or license for classifications, the Employer shall pay the cost of such certificate or license. If additional training is required to maintain these certificates or licenses, the Employer shall pay the reasonable and necessary cost to maintain them.

20.2 Expense Policy: Mileage, meals, hotel and lodging expense reimbursement and other travel expenses shall be paid in accordance with the City's expense reimbursement policy.

ARTICLE 21 – MEMBERSHIPS

21.1 Memberships: Full time employees will be reimbursed up to \$200 annually for memberships to City owned recreational facilities.

ARTICLE 22 – SCOPE OF AGREEMENT

22.1 Duration: This Agreement shall become effective as of January 1, 2020 and shall remain in full force and effect through midnight, December 31, 2021. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provisions of this Agreement is given by one party, and received by the other not later than ninety (90) days prior to expiration of the Agreement.

22.2 Separability: This Agreement is subject to the laws of the United States and the State of Minnesota. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but the invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement. The voided provisions may be renegotiated upon written request of either party.

22.3 Waiver, Amendments: The parties 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 subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement

This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity to fully collectively bargain and reach agreement, and this Agreement finally determines all matters of collective bargaining for its duration period. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, are not enforceable unless reduced to writing and executed by authorized representatives of the Employer and the Union.

CITY OF GRAND MARAIS

AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, CITY AND
COUNTY LOCAL 66 AS
REPRESENTED—MINNESOTA
AFSCME COUNCIL 5

MAYOR

PRESIDENT, LOCAL 66

CITY ADMINISTRATOR

FIELD DIRECTOR, COUNCIL 5

BUSINESS REPRESENTATIVE,
COUNCIL 5

City of Grand Marais

MEMO

TO: Mayor Arrowsmith-DeCoux
City Council Members
FROM: Michael J. Roth, City Administrator
DATE: January 6, 2020
SUBJECT: 2020 Non-Union Supervisor Wages

Please approve the proposed standard increase for supervisor salaries at the same level included in the union contract: 3% in 2020.

Upcoming Meeting Schedule

Updated January 2, 2020

JANUARY

| Date/Time | Meeting | Location |
|----------------------------------|----------------------|------------------|
| Wednesday, January 8, 6:30 p.m. | City Council Meeting | Council Chambers |
| Wednesday, January 29, 6:30 p.m. | City Council Meeting | Council Chambers |

FEBRUARY

| Date/Time | Meeting | Location |
|-----------------------------------|----------------------|------------------|
| Wednesday, February 12, 6:30 p.m. | City Council Meeting | Council Chambers |
| Wednesday, February 26, 6:30 p.m. | City Council Meeting | Council Chambers |

Minutes for November 25, 2019

Grand Marais Public Library

Call to order: 5:38 at the Grand Marais Public Library

Present: Jay Arrowsmith DeCoux, Helen Muth, John Books, Dave Mills, Gwen Danfelt, Judie Johnson and Amanda St. John. **Absent** Hillary Freeman

No visitors present

Consent Agenda:

- November 25 Agenda
- Minutes from October 28, 2019, meeting.
- Bills submitted for payment: 11/6, 11/20

Approval of Consent Agenda moved by Dave Mills seconded by Judie Johnson. Unanimously accepted.

Director's Report:

- New WiFi booster installed.
- New clerk hire: Judi Vitek.

Committee Reports:

Financial Committee: Foundation discussion.

Policy Committee: no report

Personnel Committee: Reviewed criteria and process of hiring the next director.

Communications:

Library Friends: No report.

Unfinished Business:

Change donation form to show donations will be placed with the St. Paul & Minnesota Foundation. Moved by Helen Muth seconded by Dave Mills.

Passed unanimously.

New Business:

- Jay, Helen and Dave will car-pool to Two Harbours for Library Trustee workshop on December 17
- Review 2020 calendar. Board decided Library would be closed on July 4th and December 24, 25, and 26. The Board meeting would be on December 14.

Judie moves to approve the Library calendar for 2020 and the Board meeting dates. Seconded by Helen Muth. Carried unanimously.

Meeting Adjourned: 6:54

Next board Meeting is: December 16, 2019