



**City Council - Meeting Agenda
November 15, 2016 - 5:30 P.M. - Foley City Hall**

1. Call the meeting to order.
2. Pledge of Allegiance.
3. Approve the agenda.
4. Consent Agenda:
 - Approve minutes November 1, 2016
 - Accept resignation of Lois Heigl.
 - Approve hiring of Monica Shaw on a temporary basis.
 - Approve payment of bills.
5. 2016 Election Result Canvassing
 - Resolution 2016-25 Election Results
6. Public Hearing - Weed Violations
 - Resolution 2016 - 24 Assess Weeds
7. Duane Walters - Foley Legion Parking Lot
8. Discussion on Police Union Contract - Minnesota Public Employees Association.
8. Mayor's Comments & Open Forum.
9. Department Reports:
 - Police Department -Katie McMillin
 - City Attorney - Adam Ripple
 - City Engineer - Jon Halter
 - Public Works - Mark Pappenfus
 - Administration - Sarah Brunn
10. Old Business
11. New Business
12. Adjourn

CITY OF FOLEY MINNESOTA
REGULAR CITY COUNCIL MEETING – November 1, 2016

The Foley City Council held a regular meeting on November 1, 2016, at 5:30 p.m. at the Foley City Hall.

Members Present: Mayor Dave Mosford, Councilmembers Gerard Bettendorf, Brian Weis, Kris du'Monceaux and Leslie LeCuyer.

The pledge of allegiance was recited.

Motion by Bettendorf, seconded by LeCuyer, to approve the agenda. Motion carried, unanimous.

Consent Agenda

Motion by du'Mnceaux seconded by LeCuyer to approve the consent agenda, which included the following:

- Approving minutes of October 4, 2016
- Adopting Resolution 2016-23 Stop Sign 4th AVE N & Main Street (provided at meeting)
- Approving hiring of part-time police officer #5 off of eligibility list.
- Appointing Jennifer Simon to Foley Library Board for remainder of 2016.
- Appointing Laura Olson to Foley Library Board for 2016, 2017, 2018.
- Approving Glen Oaks Mobile Home Park storm shelter designation.
- Approving NPDES Professional Service Agreement.
- Approving the hiring of temporary office staff in Administration.
- Approving payment of bills.

Public Hearing - 4th Avenue N Assessments

Mayor Mosford recessed the regular City Council meeting to conduct the public hearing on the 4th Avenue N final assessments. Jon Halter, City Engineer, updated the council on details of the final assessment calculation. The final numbers came in very close to the preliminary numbers provided last year. Halter indicated the corner properties on Dewey saw a decrease due to the fact that a portion of the work in the estimate included Dewey work which has been postponed. Mayor Mosford asked if anyone in attendance would want to speak. Gary Grams, 21373 Agate Beach Road, St. Cloud, owner of Lot 5 & 6 Foley's 1st Addition To Town, asked about a discount if owning multiple properties and if any additional funds would come out of general tax levy. Grams also questioned a window that was broken during construction and the cost of replacing. Halter responded the assessments are based off of the city's assessment policy. Halter indicated he will follow up on the window with Mr. Grams after the meeting. Grams asked if the amounts are set in stone and Halter indicated it is ultimately up to the city council. The costs are based on 30% of the city costs incurred being assessed back to the property owner. du'Monceaux indicated the city had heard concerns with some individuals owning multiple properties. Mayor Mosford closed the public hearing at 5:41p.m. and reopened the regular City Council meeting. Motion by du'Monceaux seconded by Bettendorf to adopt resolution 2016-22 Adopting Assessments for 4th Avenue N. Motion carried, unanimous.

Transportation Alternatives (TA) Grant

City Administrator Brunn updated the council on an application for Transportation Alternatives funding. The project scope and costs were overviewed. The project includes a trail portion on the

south end parallel to Highway 25, two pedestrian crossings and two flashing speed signs. Rick Olson, Foley Public Schools overviewed the continued support of the school district with the pedestrian crossings. The overall project cost is estimated at \$315,000 and the school district has committed up to \$48,000. Motion by LeCuyer seconded by du'Monceaux to support the city application. Motion carried, unanimous.

Update on Wellhead Protection

Mark Pappenfus, Public Works Director, updated the council on the wellhead protection plan. Pappenfus indicated the city has made some resources available on the city website and pamphlet materials are available at city hall and the public library. The council can reach out to public works with additional questions. Weis questioned if all the wells have been covered.

Open Forum

Mayor Mosford opened the podium for open forum. Gary Grams, St. Cloud, MN questioned the council on the concrete blocks located on Mr. Grams rooftop that were apparently placed during city hall roof maintenance. Public Works Director Mark Pappenfus will follow up on the item.

Department Reports

Chief Katie McMillin updated the council on the monthly police report. McMillin updated the council on training and the upcoming winter parking restrictions. McMillin indicated warnings and publications on the winter parking have been issued. Weis questioned a 911 call that he made and why a Foley police officer did not respond. McMillin indicated the city does not have 24-hour coverage, so the county sometimes does respond.

City Attorney, Adam Ripple, updated the council on research into the sump ordinance. Ripple indicated the city could utilize their nuisance ordinance to enforce sump pump discharge, particularly on city right-of-way. Ripple also indicated a tentative union contract has been reached and will be addressed at the City Council once voted on by the union members. Bettendorf questioned if the city could put notice on pump hoses being pulled back into private property. Ripple indicated staff could notify the community on pulling back sump pumps. du'Monceaux indicated education is key since many people assume their sumps are supposed to be draining to the street. The council directed staff to proceed with notifications.

Jon Halter, City Engineer updated the council on the I&I/WWTF flows. Looking back from 2012 flows show a decrease, likely attributed to repairs and improvements made from the I&I project. Halter also believes that 2016 numbers could further decrease when fall months are added to the overall. LeCuyer requested the council have a discussion on options in the near future. LeCuyer thanked Halter for answering her questions regarding the 4th Avenue N project. LeCuyer asked for some additional clarification on sidewalks and billings following the meeting.

Mark Pappenfus, Public Works Director, asked the council for direction on the I&I penalties. Staff is currently working on sending out notices. Bettendorf indicated a need to start implementing fines the first of the year, 2017. The council was in consensus and staff will work on implementing this item. Pappenfus updated the council on hydrant flushing, sewer jetting, and the NPDES permit renewal process. LeCuyer questioned the timing of the process. Pappenfus indicated the report for the NPDES permit will be available within a few days. Pappenfus updated the council on the ISO rating of the fire department.

City Administrator Sarah Brunn updated the council on elections; work with New Life on a site plan; and the potential establishment of a Safe Routes to School Committee.

Old Business

Councilmember LeCuyer updated the council on the Benton Economic Partnership activities and resources available. The office is located in Falcon National Bank. LeCuyer also invited the council to attend a meeting on December 1.

Amanda Wilken, 250 3rd Avenue, asked if repairs to her driveway would be made this fall or next spring. Ms. Wilken asked if she could be notified when the repairs would be done. City Engineer, Jon Halter, will follow up.

New Business

Councilmember LeCuyer asked if council meetings could be videotaped. LeCuyer asked if staff could research the costs. Bettendorf asked if the discussion could be had when the new council takes seat in January. Motion by LeCuyer to authorize staff to research taping council meetings, seconded by du'Monceaux. LeCuyer, du'Monceaux, Mosford - aye, Weis, Bettendorf - nay. Motion carried.

Motion by du'Monceaux seconded by LeCuyer to adjourn at 6:29 p.m. Motion carried, unanimous.

Sarah A. Brunn, Administrator

Bills List - Novemember 15, 2016

Gross Salaries (Regular)	Payroll (11/4/16)	\$	20,735.12
EFTPS	Federal Withholding	\$	4,382.91
MN Dept of Revenue	State Withholding	\$	870.15
State Treas. PERA	PERA	\$	3,598.62
Nationwide	Deferred Comp	\$	425.00
Pacific Life Ins	Deferred Comp/Roth IRA	\$	60.00

To be Paid - 11/15/16

Advance Disposal	Garbage	\$	258.16
Arnold's of St. Cloud	Bobcat - PTO Sensor Repair	\$	1,309.23
Blue Cross Blue Shield	Health Insurance	\$	8,220.00
Braun Intertec	4th Ave N - Testing	\$	4,431.00
Central McGowan	Rental Agreement	\$	6.82
Cloudnet	Monthly Server Fee	\$	15.00
Coborn's	Purchases - Mark & Lois	\$	32.60
Emergency Automotive Technologies	Low Done - Permanent Mount	\$	217.50
Evelyn Kirby	Election Pay	\$	152.50
Ferguson Waterworks	Metrotech Locator, Induction Clamp	\$	3,600.00
Fire Catt, LLC	Fire Hose Testing	\$	2,661.75
Foley Floral	Flowers for Heigl funeral	\$	97.14
Foley Fuel & Lumber	Repairs & Maint - City Hall, Paint - Shop	\$	33.52
Foley Rexall	Fire Supplies	\$	20.38
G&K Services	Employee Uniforms	\$	327.33
Gopher State One Call	Email Tickets	\$	143.10
Hawkins	Stain & Scale credit - taken twice	\$	727.36
Jan Nathe	Election Pay	\$	162.50
Karen Kampa	Election Pay	\$	225.75
Keepsrs	Police Uniforms	\$	123.31
Lou DeMarais	Election Pay	\$	207.50
Mary Ann Grow	Election Pay	\$	162.50
Minnesota Mayors Association	Mayors Association Membership Dues	\$	30.00
Minuteman Press	Business Cards	\$	119.00
Napa Auto Parts	Generator Battery & Shop Supplies	\$	126.46
RevTrak, Inc	Office Expenses	\$	740.42
Rinke Noonan	Attorney Fees - October & November	\$	7,956.00
Riteway	W2 Forms - Office Expenses	\$	122.00
Stearns DHIA Central Lab	Water Analysis	\$	1,044.00
Stephen Bartell	Election Pay	\$	162.50
Wex Bank (Breeny Oil)	Fuel - Street Dept & Fire Dept	\$	859.69
WiMacTel Inc	Payphone Service at the Pool	\$	60.00

\$ 64,426.82

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016-25

A RESOLUTION CANVASSING THE RETURNS OF THE 2016 ELECTIONS
AND DECLARING THE RESULTS

WHEREAS, The City of Foley holds its local election every two years to select a Mayor with a two-year term and two Council Members with four-year terms; and

WHEREAS, Elections were held the 8th day of November 2016 and the following counts were recorded:

Mayoral Election

<u>Candidates</u>	<u>Votes</u>
Dave Mosford	256
Gerard L. Bettendorf	491
Leslie LeCuyer (Schumacher)	378
Write-In	5

Council Members Election

<u>Candidates</u>	<u>Votes</u>
Roger From	156
Rosalie N. Musachio	305
Amanda Wilken	323
Jack Brosh	264
Jeff Gondeck	413
Brian J. Weis	381
Write-In	64

NOW THEREFORE BE IT RESOLVED by the Foley City Council that the Mayoral's seat shall be filled by **Gerard L. Bettendorf**, said term to expire at the end of 2018, and the two Council Members' seats shall be filled by **Jeff Gondeck** and **Brian J. Weis**, said terms to expire at the end of 2020.

PASSED AND ADOPTED by the City Council of the City of Foley this 15th day of November 2016.

Dave Mosford, Mayor

ATTEST:

Sara A. Brunn, City Administrator

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016-24

A RESOLUTION ASSESSING UNPAID CHARGES

WHEREAS, the property at 400 Broadway Ave. S, Foley (Tax Parcel Number 130007300), has been in violation of the City of Foley Code of Ordinances Chapter XI, Section 1145:02 concerning weeds and tall grasses;

WHEREAS, the property at 265 Balsam Drive, Foley (Tax Parcel Number 130075200), has been in violation of the City of Foley Code of Ordinances Chapter XI, Section 1145:02 concerning weeds and tall grasses;

WHEREAS, notice of violation was provided to the owners of record for each of the two properties;

WHEREAS, in the best interest of safety and health, and in accordance with City Ordinance, each property was mowed and cleaned after failure of the owners to do so;

WHEREAS, the City did clean up the property located at 400 Broadway Ave. S, incurring costs of \$100.00;

WHEREAS, the City did clean up the property located at 265 Balsam Drive, incurring costs of \$45.00;

WHEREAS, the City has invoiced the owners of record for each property for the cleanup costs and provided notice of the City's intent to certify the unpaid charges for services; and

WHEREAS, the invoiced charges remain unpaid for each property.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Foley:

1. Unpaid charges in the amount of \$100.00 shall be assessed against 400 Broadway Ave. S (Tax Parcel Number 130007300) for costs of the cleanup.
2. Unpaid charges in the amount of \$45.00 shall be assessed against 265 Balsam Drive (Tax Parcel Number 130075200) for costs of the cleanup.
3. The entire assessment for both properties shall be included with 2016 property taxes, payable in 2017.
4. The City Administrator shall transmit a certified duplicate of this assessment resolution to the Benton County Auditor. Such assessments shall be collected and paid over in the same manner as other property taxes.

PASSED AND ADOPTED by the City Council of the City of Foley this 15th day of November 2016.

Dave Mosford, Mayor

ATTEST:

Sara A. Brunn, City Administrator

01/01/2016 THROUGH 12/31/2017

LABOR AGREEMENT

BETWEEN

THE CITY OF FOLEY

AND

Minnesota Public Employees Association

TABLE OF CONTENTS

ARTICLE		SUBJECT PAGE
1	INTRODUCTION	3
2	RECOGNITION	3
3	DEFINITIONS.....	3
4	UNION SECURITY	4
5	MANAGEMENT RIGHTS.....	5
6	PART-TIME EMPLOYEES	6
7	INSURANCE.....	6
8	PROBATION.....	7
9	GRIEVANCE PROCEDURE.....	7
10	DISCIPLINE.....	10
11	HOLIDAYS	10
12	VACATION.....	11
13	SICK LEAVE.....	12
14	HOURS OF WORK.....	13
15	WAGES	14
16	SENIORITY	15
17	SAVINGS CLAUSE.....	15
18	COMPLETE AGREEMENT.....	16
19	MUTUAL CONSENT.....	16
20	DURATION.....	16

Article 1. INTRODUCTION

This Agreement is made and entered into by and between the City of Foley, hereinafter referred to as the Employer and Minnesota Public Employees Association, hereinafter referred to as the Union.

Article 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes Section 179A.03, Subdivision 14, as outlined in the Unit Determination order of the Bureau of Mediation Services on August 10, 2015, BMS Case No. 16PRE0113, described as:

- A. All essential licensed employees of the Foley Police Department, Foley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisor, confidential and all other employees.
- B. The parties agree that limited term, temporary and intermittent/casual employees are excluded from the bargaining unit.

Section 2. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be jointly submitted to the Bureau of Mediation Services for determination.

Article 3. DEFINITIONS

Section 1. Employee: A member of the exclusively recognized bargaining unit.

Section 2. Employer: The City of Foley.

Section 3. Bargaining unit employee: A regular employee in a classified bargaining unit position.

Section 4. Bargaining unit position: A job classification included in the bargaining unit pursuant to Article 2 (Recognition) and which is established as an on-going position. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.

Section 5. Regular employee: An employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an on-going nature. However nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.

- A. Regular full-time employee: An employee in a classified bargaining unit position who is regularly scheduled to work 40 hours per week and has

successfully completed the probationary period.

- B. Regular part-time employee: An employee in a classified bargaining unit position who is regularly scheduled to work at least 30 hours per week and less than 40 hours per week and has successfully completed the probationary period.

Section 6. Temporary Employee: An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one year. Temporary employees are not included in the definition of a bargaining unit employee.

Section 7. On-Call/Intermittent: All employees who are not classified as regular full-time, regular part-time or temporary employees. On-Call/Intermittent employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance. On-Call/Intermittent employees are not included in the bargaining unit.

Section 8. Days: Except as indicated otherwise in the Agreement, all references to days are calendar days.

Article 4. UNION SECURITY

Section 1. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the employer a current list of any non-employee business representative(s) upon execution of this agreement.

- A. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
 - 1. There shall be no more than 1 steward.
 - 2. The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of Employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The Employer must approve the time off. The steward shall notify the Employer upon resumption of their work.
- B. A non-employee business representative of the Union, previously certified to the Employer as provided herein may, with the prior approval of the

Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

Section 2. In recognition of the Union as the exclusive representative:

- A. The Employer shall deduct an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing, in writing, such deduction in a form mutually agreed upon by the Employer and Union; and
- B. The Employer shall remit such deduction to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- C. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld; and
- D. Any "fair share" fee deducted shall be withheld in accordance with Minnesota law.

Section 3. 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 action taken by the Employer under all provisions of Section 2 of this Article.

Article 5. MANAGEMENT RIGHTS

Section 1. The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline, or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of this bargaining unit, to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable, to assign duties, tasks, and jobs, and to perform such other inherent managerial functions as set forth in

the Minnesota Public Employee Labor Relations Act of 1971, as amended.

Section 3. 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 such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

Article 6. PART-TIME EMPLOYEES

Section 1. Regular part-time employees who are appointed to a position that is regularly scheduled to work at least thirty hours (30) per week shall receive pro-rata sick and vacation based on scheduled hours.

Section 2. Regular part-time employees who are appointed to a position that is regularly scheduled to work less than thirty hours (30) per week shall not receive pro-rata sick and vacation.

Section 3. Regular part-time employees will be eligible for step movement after working 2080 hours for the employer, and upon a satisfactory review.

Section 4. Regular part-time employees will be eligible for health insurance on the same basis as nonunion employees provided that they are eligible for coverage under the applicable insurance policy.

Section 5. Regular part-time employees will be eligible for holiday pay in the event that they would normally have been scheduled to work on that day but for the observed holiday as outlined in Article 12.

Section 6. Regular part-time employees will not accrue seniority except for purposes of vacation accrual. For purposes of vacation accrual, regular part time employees will be considered to have a year of service after working 2,080 hours for the Employer.

Article 7. INSURANCE

Section 1. The Employer shall make available to the regular, full-time Employees (40 hrs per week) a group program of insurance which may include health and hospitalization, dental, and life insurance. The Employer shall be the final determiner of the group insurance program and the terms and benefits thereof.

Section 2. An employee is eligible for participation in the group insurance after the

employee has worked in a full-time permanent status for thirty (30) days.

Section 3. The Employer agrees to contribute to the cost of the insurance program for each regular, full-time employee at the rates indicated below:

Insurance Contribution Rates

Single Coverage: Paid in full by the Employer.

Family Coverage: 90% of premium paid by the Employer.

Any premium costs exceeding the Employer's contribution shall be paid by the Employee by a semi-monthly payroll deduction.

Article 8. PROBATION

Section 1. Regular full-time employees. All employees hired into a regular full time position who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law).

Section 2. Regular part-time employees. All employees hired into a regular part time position who are original hires, or rehires following separation, shall serve a probationary period of 1,080 hours of active work (which does not include time spent on a leave of absence except as may be required by law and does not include overtime or unscheduled work).

Section 3. At any time during the probationary periods noted in Sections 1 and 2, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this agreement and such termination is not a proper subject for Article 9 (Grievance Procedure).

Section 4. Employees shall, during the probationary period, accumulate paid vacation and sick leave as provided by Articles 13 and 14.

Article 9. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.

Section 2. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the steward and grievant employee(s) and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee(s) and the steward representative shall be allowed a reasonable amount of time without pay, for the investigation or presentation of grievances during normal working hours provided the aggrieved employee(s) and the steward have previously notified and received approval from the Police Chief where the Police Chief has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 3. Procedure. Grievances, as defined by Section 1, shall be resolved in

conformance with the following procedure:

Step 1:

An employee claiming a violation concerning the interpretation or application of this agreement shall, within fourteen (14) calendar days after the first occurrence of the event constituting such alleged violation, sign and present such grievance in writing to the Police Chief. The Police Chief will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within fourteen (14) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested, shall be signed by the grievant and shall be appealed to Step 2 within fourteen (14) calendar days after the Police Chief's final answer in Step 1. Any grievance not appealed, in writing, to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2:

If appealed to Step 2, the written grievance shall be presented by the Union and discussed with the Personnel Committee of the Council ("Personnel Committee"). The Personnel Committee must receive the grievance. The Personnel Committee shall give the Union representative the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within Fourteen (14) calendar days following the Personnel Committee's final Step 2 answer. Any grievance not appealed, in writing, to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3:

The Union shall notify the Employer of a grievance unresolved in Step 2 and appealed to Step 3 in writing within fourteen (14) calendar days following the Council's final answer in Step 2. The Union shall notify the Bureau of Mediation Services within fourteen (14) calendar days of the notice of appeal to the Employer that the Union is submitting the matter to arbitration and the Union shall request that the Bureau of Mediation Services provide the parties with a list of arbitrators. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services. The Union must contact the Employer within sixty (60)

calendar days of the date that the Bureau of Mediation Services has mailed the parties a list of arbitrators in order to strike arbitrators or notify the Employer of an objection to the list of arbitrators. The Employer will have a similar obligation to the Union to be prepared to strike arbitrators or notify the Union of an objection to the list of arbitrators. The matter will then be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act.

Section 4. Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 5. Waiver. If a grievance does not comply with any of the procedural requirements in Section 3, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements in Section 3 or any agreed waiver of the requirements thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step. In addition, the Employer and Union may mutually agree to extend the time lines and mediate the grievance following the Step 2 final answer from the Employer prior to appealing the matter to Step 3.

Section 6. Class action grievances are permitted pursuant to this collective bargaining agreement but only to the extent that each officer is personally affected by the Employer's

action.

Section 7. Choice of Remedy. It is specifically understood that any matters governed by statutory provisions, except as expressly provided for in this agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

Article 10. DISCIPLINE

Section 1. For the purpose of this Article, an employee shall be any regular employee having successfully completed the employee's probationary period.

Section 2. The Employer will discipline employees for just cause only. The Employer recognizes the concept of progressive discipline and will implement discipline as follows: Reprimand, Suspension, Demotion, and Termination. However, the Employer reserves the right to impose discipline.

Section 3. Suspensions, demotions, or discharges will be in written form.

Section 4. Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee.

Section 5. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

Article 11. HOLIDAYS

Section 1. The following will be recognized as paid holidays for full time regular employees:

<u>Holiday</u>	<u>Observed on</u>
New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Easter	Easter Day
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving
Christmas Day

Day after Thanksgiving
December 25th

Section 2. In the event that any of the holidays listed above fall on a Saturday, the Employer will observe the holiday on the prior Friday. In the event that any of the holidays listed above fall on a Sunday, the Employer will observe the holiday on the following Monday. This section will not apply to individuals regularly scheduled to work weekends to the extent that the holiday falls on a regular work day.

Section 3. Regular full-time employees in active status will receive payment for the holiday regardless of whether the holiday is worked. This payment will be based on the number of hours per day (exclusive of overtime) that the employee is scheduled to work during the pay period in question. Employees on a leave of absence (not in active status) other than vacation or sick leave on both the day prior to and following the holiday will not receive holiday pay except as required by law. This holiday payment will not be considered hours worked for purposes of computing compensatory time.

Section 4. Regular employees required to work on the holidays listed in Section 1 will receive time and one half of their regular pay for all hours actually worked in addition to the holiday pay listed in Section 3 (for full time regular employees) or Article 6, Section 5 (for eligible part time employees) except for the day after Thanksgiving where only straight time will be paid.

Article 12. VACATION

Section 1. All full-time regular employees will accrue vacation according to the following schedule:

Full time employees shall earn and accumulate vacation benefits as follows:

Years of Service	Hours Per	Accrual Rate Per year
<u>At Start Date</u>	<u>Pay Period</u>	
	1.54 hrs	5 days (40 hours)***
January 1 st following start date	3.08 hrs	10 days (80 hours)
January 1st following the anniversary date:		
After on (1) year	3.38 hrs	11 days (88 hours)
After two (2) years	3.69 hrs	12 days (96 hours)
After three (3) years	4.62 hrs	15 days (120 hours)
After nine (9) years	4.92 hrs	16 days (128 hours)
After ten (10) years	5.23 hrs	17 days (136 hours)
After eleven (11) years	5.54 hrs	18 days (144 hours)
After twelve (12) years	5.85 hrs	19 days (152 hours)
After thirteen (13) years	6.15 hrs	20 days (160 hours)
After sixteen (16) years	6.46 hrs	21 days (168 hours)
After nineteen (19) years	7.69 hrs	25 days (200 hours)
After twenty-nine (29) years	9.23 hrs	30 days (240 hours)

******Total hours earned 1st year varies by hire date.***

Section 2. Years of service shall mean consecutive employment as a full-time employee or 2,080 hours of service as an eligible part time employee. The Employer, in its discretion, may credit rehired employees with additional years of experience.

Section 3. Vacation time will be charged to the employee's vacation bank based on the employee's normal scheduled work day for that pay period exclusive of overtime.

Section 4. Vacations shall only be taken after the time has been earned. A new full-time employee must work the first six (6) consecutive months before being eligible to take vacation pay.

Section 5. When a paid holiday falls during an employee's vacation period, the employee shall not be charged a day of paid vacation.

Section 6. Employees can carry over 120 hours of vacation. Employees may earn a maximum of 120 hours. Current employees who have accumulated 200 hours or more shall be entitled to accrue a maximum of 200 hours. Employees at the maximum accrual will not accrue additional vacation. Earned vacation exceeding the carry-over amount shall be forfeited. Vacation carried over to the year following accrual must take the carried over vacation in the second year or it will be lost.

Section 7. The Employer will consider vacation requests based on the needs of the Employer as determined by the department head. Employees requesting vacation must provide at least one week advance notice for the Employer to consider the request. The Employer may waive this requirement at its discretion.

Section 8. The Employer will allow employees to sign up for requests for vacation times annually. In the event more than one employee requests the same date, the Employer will consider seniority as a deciding factor for up to two weeks of vacation (taken in blocks of at least one week). The Employer may limit vacations including limitation on the number of individuals who can be on vacation at any given time to meet the needs of the Employer.

Section 9. Each full-time employee will be allowed one (1) personal day off per year with pay. This day shall be scheduled in advance with the appropriate supervisor and mutually agreed to.

Article 13. SICK LEAVE

Section 1. All full time regular employees will accrue sick leave at the rate of 4 hours per pay period or ninety-six (96) hours per year of continuous employment beginning with the date of hire until one thousand two-hundred and forty (1240) hours have been accrued. Employees who have accumulated the maximum number of sick time (1240 hours) will receive payment, on the last pay date of the year, of 60% (not to exceed 57.60 hours) of accrued sick hours exceeding 1240 hours during the current year and the remaining 40% is forfeited.

Section 2. Sick leave may be used for absences due to an illness of or injury to the employees child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent, for reasonable periods of time as the employees attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

Section 3. The Employer may require a doctor's certificate for any absence of three (3) or more consecutive days, for absences that follow a pattern, or otherwise where the Employer suspects potential abuse.

Section 4. Use or claiming the need to use sick leave for a purpose not authorized in this Article will be cause for discipline.

Section 5. Employees may accumulate a maximum of 96 hours per calendar year. Employees can carry-over 1 time their annual accrual. Employees at the maximum accrual will not accrue additional sick leave.

Section 6. Sick leave hours shall not be considered hours worked for purposes of computing paid or unpaid leave.

Section 7. Sick leave may not be taken in less than two-hour increments: if less than two hours is used, two hours will be charged.

Article 14. HOURS OF WORK

Section 1. This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

Section 3. Effective January 1, 2017, employees will receive overtime compensation for hours actually worked in excess of eighty (80) hours in a fourteen (14) day period at time and one-half the base rate of pay. The beginning of the week for overtime purposes will be established by the Employer.

Section 4. The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the Police Chief before working any overtime, except in cases of emergency.

Section 5. Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 6. Neither the base pay rate specified in Appendix A nor overtime pay shall be paid more than once for the same hours worked under any provision of this agreement.

Section 7. Employees eligible for overtime payments may receive compensatory

time off in lieu of the overtime payment at the sole discretion of the Employer. The Employer may require an employee to utilize accrued and unused compensatory time off. In no event may any employee accrue in excess of one hundred (100) hours of accumulated compensatory time off. Any overtime beyond this maximum will be paid.

Article 15. WAGES

Section 1. Full-time Employees will be compensated according to a step pay plan as outlined in Appendix A. Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. Part-time employees will be paid \$17.00 per hour.

Any step increase will be effective on the beginning of the first full pay period following January 1st. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.

Section 2. New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

Section 3. In no event may an employee exceed the maximum wage for the wage range.

Section 4. Employees who are promoted to a new classification will move to the closest step in the new wage range that meets or exceeds five percent (5%) above the employee's existing wage (exclusive of overtime).

Section 5. Employees who are demoted to a new classification will move to the closest step in the new wage range that is at least five percent (5%) below the employee's existing wage (exclusive of overtime)

Section 6. Call out. Any employee who is called out during a time when they are not normally scheduled to work shall receive a minimum of 2 hours compensation at the overtime rate. The compensation may be taken as paid overtime or bank as comp time. An early start or late release from a scheduled shift shall not be considered call out.

Section 7. Court Time. An officer that is scheduled to appear or required to appear in court during a time when they are not normally scheduled to work, will receive a minimum of 2 hours of overtime compensation or compensatory time off. If the officer is notified at least 24 hours before the scheduled appearance that they do not need to appear in court, no compensation will be earned.

Section 8. Uniforms and Equipment.

- a. A new full-time officer will be provided 2 long sleeve shirts, 2 short sleeve shirts, 2 pairs of duty pants, 1 jacket, 1 pair of boots, and 1 bullet resistant vest, in addition to all required duty gear that the Chief determines is needed.

- b. Officers will be required to provide their own service weapon and must receive approval of said weapon from the Chief before qualifying or use on duty.
- c. Each full-time officer shall receive an annual uniform allowance in the amount of \$450.00 per year to maintain uniforms and equipment. Officers will be allowed to charge the items to the police department and shall provide a copy of the invoice to the Chief.

Article 16. SENIORITY

Section 1. Seniority shall be defined as the length of continuous service with the Employer.

Section 2. The Employer shall maintain a seniority list of all employees covered by this Agreement.

Section 3. Seniority shall terminate when an employee is separated from employment.

Section 4. Seniority shall not accrue under the following conditions:

- 1 During a period of layoff; or
- 2 During a period of an unpaid leave of absence other than military leave or other applicable law.

Section 5. Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority and qualifications and ability to perform available work. In the instances where employees have equal ability to perform available work and equal work performance, seniority will prevail.

Section 6. An employee's right to recall to the same job classification shall exist for twenty-four (24) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position within ten (10) days from the date of the notice of recall, for which the employee on layoff is qualified, shall terminate all right to recall.

Article 17. SAVINGS CLAUSE

This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, a state or federal administrative agency from whose final judgment or decree no appeal has been taken with the time provided, or

enacted legislation, such provision shall be voided. All other provisions shall continue in full force and effect.

Article 18. COMPLETE AGREEMENT

Section 1. This Agreement shall represent the complete agreement between the Union and the Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

Article 19. MUTUAL CONSENT

This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

Article 20. DURATION

This agreement shall be in full force and effect from January 1, 2017 through December 31, 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to any subsequent anniversary date, that it desires to modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

FOR: Union

FOR: Employer

Dated: _____

Dated: _____

APPENDIX A

	1	2	3	4	5	6	7
Police Officer	\$18.20	\$19.41	\$20.70	\$22.08	\$23.55	\$25.11	\$ 26.79

2016 Wages

Jason Abbott will move to Step 4 beginning January 1, 2016; and

Chris Tripplett will move to Step 3 beginning January 1, 2016.

2017 Wages

Jason Abbott will move to Step 5 beginning the first full pay period after July 1, 2017; and

Chris Tripplett will move to Step 4 beginning the first full pay period after July 1, 2017.

TO: FOLEY CITY COUNCIL
FROM: SARAH BRUNN, CITY ADMINISTRATOR
SUBJECT: 11-15-16 COUNCIL MEETING
DATE: NOVEMBER 10, 2016

Lois Heigl Resignation/Full-time Accounting Position

Ms. Heigl resigned effective November 7, 2016. Accepting the resignation is within the consent agenda. The personnel committee met on Monday and discussed moving forward with posting the position as soon as possible. After accepting and reviewing applications, interviews and a background we anticipate having someone on board full-time in late December or early January.

Monica Shaw – Temporary Office Support

Monica Shaw has been hired as a 90 day temporary employee to assist in the office, to help us catch up with our book work and prepare for year end. The council approved hiring temporary help at the last council meeting. Ms. Shaw had applied to work in the city on a prior occasion, has accounting experience and was available to start immediately. Please stop in and meet her.

2016 Election Results Canvassing

A resolution is included in your packet outlining the canvassing results. These results need to be certified by the city council. These offices become effective January 2017.

Public Hearing – Weeds Violations

The council will need to conduct a public hearing and following the public hearing adopt the included resolution to certify the weed charges to the county. To date, we only have 2 properties that remain unpaid.

Duane Walters – Foley Legion Parking Lot

Duane Walters requested to be placed on the city council agenda regarding use of the temporary parking lot adjacent to their building. The temporary use expired in October and the city requested the fence to be removed and the use to discontinue. The Legion has continued to use the lot despite the city's notification. Staff recommends the use be discontinued as no proper permit continues and the lot has not been approved for a long-term parking lot. If the council would like to extend the use, my recommendation would be for the property owner (Dave Mosford) to file an application with the city for a parking lot site plan review. This would ultimately go through planning and council review for compliance with zoning ordinance.

Police Union Contract

A tentative agreement was reached regarding the police union contract. A draft agreement has been provided in your packet. This agreement is currently being voted on by members and we hope to

have that result by the council meeting. If we don't have the result of the vote by Tuesday, or the union does not accept this proposal, this item will need to be pulled off and considered at the December meeting. Please make sure to review the contract and proposed wage schedule.

2017 Budget

I have attached the 2017 Preliminary Levy information in your packet. This information is what was used to generate the proposed tax statements that will be distributed by the county in the next few days. The public hearing on the 2017 budget is scheduled for December 6th @ 6:00pm as part of the regular city council meeting. Staff will proceed with the adopted preliminary budget and levies as presented in your packet unless the city council wishes to discuss any of these items. The proposed budget is a 3.6% increase in levy from 2016.

Upcoming Reminders

- TNT Hearing – 2017 Budget – December 6th – As part of regular city council meeting

2017 Truth in Taxation Tax Levy Certification

State of Minnesota
County of Benton

City of: **Foley**

To the Auditor-Treasurer of Benton County:

I hereby certify that the following amounts are to be levied by taxation of said city as it appears from the records in my office for the year payable 2017.

****Please round the levy amounts to whole dollars****

Fund ID	Fund	Certified Levy
01	Revenue	500,443.00
73	Fire Department	74,050.00
75	Swimming Pool	57,400.00
62	2008 Improvement Bond	165,000.00
67	2011 Improvement Bond	77,200.00
30	2015 Improvement Bond	69,958.00
	Total Certified Levy	944,051.00

Truth in Taxation Contact Information:

Name: Sarah Brunn
Address: 251 4th Ave N, PO Box 709
City, State, Zip: Foley, MN 56329
Telephone Number: 320-968-7260

Truth in Taxation Meeting Information:

Meeting Date: 6-Dec-16
Meeting Time: 6:00 p.m.
Meeting Address: 251 4th Ave N
Meeting City, State, Zip: Foley, MN 56329

Dated this 23rd day of September, 2016

Signed by:

Sarah A. Brunn, City Administrator
Print Name and Title

Sarah A. Brunn
Signature

2017 Debt Levy Certification

BOND ISSUES	ORIGINAL PRINCIPAL	DATE ISSUED	PAYABLE 2017 DEBT LEVY	ADDITIONS OR REDUCTIONS BY RESOLUTION	CERTIFIED DEBT LEVY
2008	\$,900,000	08/01/2008	165,000		165,000
2011	1,320,000	11/1/2011	77,200		77,200
2015	995,000	07/07/2015	69,958		69,958
Total 2017 Debt Levy					312,158

Signed:

Date:

Sachdev
9-23-16

CITY OF FOLEY
COUNTY OF BENTON
STATE OF MINNESOTA

RESOLUTION 2016 – 17

A RESOLUTION APPROVING A PROPOSED 2016

TAX LEVY, COLLECTABLE IN 2017

BE IT RESOLVED, by the City Council of the City of Foley, County of Benton, and State of Minnesota, that the following sums of money are to be levied for the current year, collectable in 2017, upon the taxable property in the City of Foley for the following purposes:

General Fund	\$1,244,920.00
Fire Department	74,050.00
Swimming Pool	57,400.00
2008A/2012	
Improvement Bond	165,000.00
2011 Improvement Bond	77,200.00
2015 Improvement Bond	69,958.00
Total Budget	\$1,688,528.00
Less Local Gov't Aid	744,477.00
Proposed Levy	\$944,051.00

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Benton County, Minnesota.

Passed and adopted by the Foley City Council, this 20th day of September, 2016.


David Mosford, Mayor

Attest:


Sarah A. Brunn, Administrator