

**CITY OF GILBERT  
CITY COUNCIL MEETING  
TUESDAY, NOVEMBER 22, 2016**

**6:30 P.M. REGULAR CITY COUNCIL MEETING**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
  - A. Determination of Quorum
  - B. Pledge of Allegiance
  - C. Approve Agenda
- 3. APPROVE CITY COUNCIL MINUTES**
  - A. Regular City Council Meeting 11-9-16
  - B. Special City Council Meeting 11-15-2016
- 4. PUBLIC INPUT**
  - A. Public
  - B. Steve Giorgi - RAMS
- 5. REPORTS - STAFF**
  - A. Chief of Police
  - B. Public Works Operations Director
  - C. Library Director
- 6. REPORTS - MAYOR, COUNCIL, BOARDS & COMMISSIONS**
  - A. City Councilors
  - B. City Attorney
  - C. City Engineer
- 7. OLD BUSINESS - No action needed**
  - A. Emergency Operation Plan Update
  - B. Update Nuisance Ordinance
- 8. NEW BUSINESS**
  - A. Gary Mackley's Post Retirement Health Insurance
  - B. VEBA Deductible for COBRA Health Insured
  - C. Resolution 2016-21 Support for MN Council for Community Growth
  - D. Resolution 2016-22 Resolution Accepting Donation to FD
  - E. Gilbert Knights of Columbus Application to Conduct Excluded Bingo
  - F. Engagement Letter for Audit Services
  - G. Liquor, Club & Tobacco Licenses for 2017
  - H. City Hall Copier Lease
  - I. 2016 - 2017 Season Rink Attendants
  - J. Loader Tires
  - K. Snowblower for Waste Water Treatment Plant
  - L. City Wireless Project
  - M. Contract with LELS January 1, 2017 - December 31, 2019
  - N. Technology Services Agreement with Eveleth Police Department
  - O. Computer Information Technology Manager JD & Employment Agreement
- 9. APPROVE PAYMENT OF BILLS AND PAYROLL**
- 10. ACKNOWLEDGEMENTS**
  - A. EFGSD Jt Powers Rec Board Minutes October 12, 2016
  - B. RAMS Soliciting Nominations
- 11. ADJOURN**

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**CITY OF GILBERT**  
**MINUTES OF REGULAR COUNCIL MEETING**  
**WEDNESDAY, NOVEMBER 9, 2016**  
**COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:30 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Bol and Liimatta.

Absent: Councilor Skalko (w/Notice)

Staff Present: City Attorney Kearney, City Engineer Jamnick, Chief Techar, Public Works Operations Director Lautigar, Library Director Miller and City Clerk/Treasurer Sakrison.

Staff Absent: None.

Mayor Kutsi led the audience in the Pledge of Allegiance to the Flag.

Motion by Liimatta second by Bol to approve the agenda as submitted. Motion Carried Unanimously (MCU).

Motion by Liimatta second by Bol to approve the October 11, 2016 Public Hearing Minutes. MCU.

Motion by Bol second by Liimatta to approve the October 11, 2016 Regular City Council Meeting Minutes. MCU.

Motion by Liimatta second by Bol to approve the October 25, 2016 Regular City Council Meeting Minutes. MCU.

Motion by Liimatta second by Bol to approve the November 1, 2016 Special City Council Meeting Minutes. MCU.

**Public Input:**

None

**Staff Reports:**

- Chief Techar:
  - Calendar parking is in effect.
  - There have been several car burglaries in the last few weeks, the suspect is in custody and charges are pending.
- Public Works Operations Director Lautigar:
  - Fall clean-up went well. Hauled 4,000 lbs. of leaves, lots of brush.
  - The motor went out on the street sweeper, as soon as it is fixed it will be out.
- Library Director Miller:
  - 11/11/16 – Library closed in observance of Veterans Day.
  - 11/14/16 – Adult Pinterest Project @ 5:30
  - 11/16/16 – Wire Jewelry – Legacy Program 5:45 p.m. to 7:15 p.m.
  - 11/18/16 – Murder Mystery & Scavenger Hunt (cross between) – Escape Room
  - 11/21/16 – Cookbook Club – Pies @ 5:30 p.m.

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**CITY OF GILBERT**  
**MINUTES OF REGULAR COUNCIL MEETING**  
**WEDNESDAY, NOVEMBER 9, 2016**  
**COUNCIL CHAMBERS**

- 11/23/16 – Movie matinee at 4:00 p.m.
- 11/24/16 & 11/25/16 – Library closed for Thanksgiving.

**Mayor, Council, Boards & Commissions Reports:**

- Mayor Kutsi:
  - 82% of the registered voters voted, which was a great turn-out. He welcomed the new mayor and city councilors, as well as thanking Councilors Liimatta and Skalko for their service.
  - Recapped corrections in the Mesabi Daily News
    - The Waste Water Plant is what the City will be putting a lot of money into, not the Water Treatment Plant.
    - The information about accessing without notice is not true. During his time on the council there has never been an assessment made without notice, or without the proper proceedings from the council. If it is in regards to your service that goes into your house, the City is not responsible for that.
- Councilor Pontinen: Agenda.
- Councilor Skalko: Absent.
- Councilor Bol: Received a call from Gary Mackley today and requested his agenda item to be tabled as he could not be in attendance.
- Councilor Liimatta: Agenda.
- City Attorney Kearney: Agenda.
- City Engineer Jamnick: Agenda.

**Old Business:**

Emergency Operations Plan Update – Nothing new to report.

Nuisance Ordinance Update – Nothing new to report.

**New Business:**

Motion by Liimatta second by Pontinen to set of date of November 15, 2016 at 6:30 p.m. to canvass the election results. MCU.

Motion by Liimatta second by Bol to approve Resolution 2016-17 Resolution Adopting Assessment for 2016 Lower Florida Avenue/Summit Street North Project. MCU.

Motion by Liimatta second by Pontinen to approve Resolution 2016-18 Wild Rice / Sulfate Standards. MCU.

Motion by Liimatta second by Pontinen to approve Resolution 2016-19 with the language changed to submitting CDBG application related to the Waste Water Improvement Project. MCU.

CITY OF GILBERT  
MINUTES OF REGULAR COUNCIL MEETING  
WEDNESDAY, NOVEMBER 9, 2016  
COUNCIL CHAMBERS

Motion by Liimatta second by Pontinen to acknowledge the MPCA Final Stipulation Agreement and to authorize payment of \$3,000 civil penalty. Motion Carried 3 – 1.

Motion by Liimatta second by Bol to approve quote of Mesabi Bituminous dated 11/7/16 for lime removal. MCU.

Motion by Pontinen second by Bol to accept quote from American Engineering Testing, Inc. for Geotechnical Exploration & Report for the Proposed Waste Water Treatment Facility Improvements Project of \$7,900 per recommendation from Stantech. MCU.

Motion by Bol second by Pontinen to table any action to be taken regarding Mackley’s Post Retirement Health Insurance. MCU.

Motion by Liimatta second by Bol to approve the transfer of \$150,000 from the Sherwood Forest Campground checking account to the City of Gilbert Operating Checking Account. MCU.

Motion by Liimatta second by Bol to approve the transfer of \$100,000 from the General Fund to the Fund 501 Capital Improvement Fund. MCU.

Motion by Bol second by Liimatta to acknowledge the October 2016 Financial Statements. MCU.

Motion by Bol second by Liimatta to approve bills and payroll subject to audit by Mayor and Clerk. Pontinen – Nay; Kutsi – Aye; Bol – Aye; Liimatta – Aye. Motion Carried 3 -1.

Motion by Bol second by Liimatta to adjourn the meeting at 7:06 p.m. MCU.

  
Debra Sakrison, City Clerk

ATTEST:

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Robert Kutsi, Mayor

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**CITY OF GILBERT  
MINUTES OF SPECIAL COUNCIL MEETING  
TUESDAY, NOVEMBER 15, 2016  
COUNCIL CHAMBERS**

Mayor Kutsi called the meeting to order at 6:30 p.m.

Present: Mayor Kutsi, Councilors Pontinen, Bol & Liimatta.

Absent: Skalko with Notice

Staff Present: City Clerk/Treasurer Sakrison.

The purpose of this Special City Council meeting is to canvass the results of the Election held November 8, 2016.

Resolution 2016-20 was read by Mayor Kutsi, detailing the vote totals and declaring Beth Milos elected to the position of Mayor for the 2017-2018 term; and declaring Rebecca Robich and Rudy Vertachnik elected to the position of City Councilors for the term 2017-2020.

Motion by Liimatta to approve Resolution 2016-20, seconded by Pontinen. Motion Carried Unanimously.

Motion by Liimatta second by Bol to adjourn the meeting at 6:32 p.m. MCU

  
Debra Sakrison, City Clerk

ATTEST:

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Robert Kutsi, Mayor

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City of Gilbert  
Request for City Council Action

**Date:** October 26, 2016

**Issue:** Gary Mackley's post retirement health insurance

**Background:** Gary Mackley's contract states "When Mackley becomes eligible for coverage under Federal Medicare provisions Mackley **shall be required** to apply for such coverage and Mackley shall then be covered under the City's supplemental Blue Cross/Blue Shield or equivalent supplemental plan."

The Council directed Clerk Sakrison to ask the insurance agent to come speak to the entire City Council. The agent declined.

Currently Mr. Mackley is on the city's insurance, NOT a Medicare Supplemental policy. His insurance may pay as a supplement to Medicare but it is not a Medicare Supplemental policy. The premium will be \$1,170.00 per month beginning with December 2016 payment which is for January 2017 coverage. Mr. Mackley pays 4.5% towards the premium, leaving \$1,117.35 for the city to pay or \$13,408.20 for 2017.

Medicare is PRIMARY

A Medicare Supplemental policy, BC/BS Platinum Blue Complete with Rx coverage will be \$170.00 per month. (\$2,040 annually) There are different Tiers for prescription coverage depending on if the drugs are preferred generic, non-preferred generic, preferred brand, non-preferred brand, specialty drugs or select care drugs. Some tiers have a \$400 annual deductible. There is a coverage gap if yearly drug costs reach \$3,700. The coverage gap from \$3,700 to \$4,950 when catastrophic drug coverage applies. If in the coverage gap, the insured pay 49% of covered generic drugs and 60% of covered brand name drugs. Once the Catastrophic coverage applies the insured pays the greater of 5% of the cost OR \$3.30 copay for generic drugs, \$8.25 copay for all other covered drugs.

Mr. Mackley expressed concern about recurring cancer. Most cancer treatments are not prescriptions, usually it is infusion so the drug coverage limits do not apply.

The outside cost of the Platinum Blue Complete with Rx plan would be annual premium \$2,040, \$400 prescription deductible, 50% up to coverage gap \$1,650, coverage gap \$1,250 and then once out of pocket drug cost reaches \$4,950 5% of the drug cost. (Drugs would have to be \$161,364 to reach the total of \$13,408.20 which will be the cost of the traditional policy)

**Council Action:**

Council decision what to do.

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D. SICK LEAVE:

1. Effective January 1, 2007, **Mackley** will be entitled to seven hundred twenty (720) hours of sick leave in lieu of all unused sick leave hours not used during prior years of service with the **City of Gilbert**. Commencing January 1, 2007, **Mackley** will earn sick leave at the rate of twelve (12) hours per month that he is employed as City Clerk-Treasurer of **Gilbert**, accumulative to a maximum of seven hundred twenty (720) hours.

2. **Employer** may require satisfactory evidence due to personal illness or injury.

3. If **Mackley** is sick or absent in excess of five (5) days, or if the **City** has reason to believe that sick leave is being abused, a doctor's statement may be required which shows the reason for his absence.

4. Five (5) consecutive work days of absence without loss of pay shall be allowed **Mackley** in the event of a death in his immediate family, which may include a spouse, children, parents, brothers, sisters, grandparents, and grandchildren of **Mackley** or his spouse.

5. One (1) day without the loss of pay shall be granted **Mackley** for attending a funeral as a pallbearer.

E. HEALTH/HOSPITALIZATION AND LIFE INSURANCE.

Comprehensive health and hospitalization insurance coverage will be provided to **Mackley** under the **City's** group insurance plan. The **City** agrees to pay one hundred percent (100%) of the premium cost for said health and hospitalization insurance coverage.

In the event **Mackley** retires he will be allowed to maintain his health and hospitalization insurance coverage through the **City's** group insurance plan, for single coverage only. Commencing January 1, 2003, the **City** will pay eighty percent (80%) of such premiums, with **Mackley** being responsible for the remaining premium due. With each full month of employment as the **City's** Clerk-Treasurer the **City's** obligation for its share of premiums paid will be increased by .167% or two percent (2%) per calendar year. When **Mackley** becomes eligible for coverage under Federal Medicare provisions **Mackley** shall be required to apply for such coverage and **Mackley** shall then be covered under the **City's** supplemental Blue Cross/Blue Shield or equivalent supplemental plan.

**City** agrees to provide **Mackley** with \$35,000.00 of fully paid group term life insurance, naming **Mackley** as the insured.

In the event **Mackley** is lawfully discharged **Mackley** will lose the above benefits.

F. PRESCRIPTION EYEGLASSES/LENSES:

The **City** agrees to directly reimburse **Mackley** for monies that he expends to purchase prescription eyeglasses. This reimbursement shall be limited to one (1) pair of prescription eyeglasses per calendar year during employment as Clerk-Treasurer.

City of Gilbert  
Request for City Council Action

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**Date:** November 18, 2016

**Issue:** VEBA Deductible for COBRA health insurance

**Background:** The city has 4 participants in the VEBA Health Reimbursement Plan under COBRA coverage.

The participants pay 100% of the premium for the BC/BS health insurance. Previously the city has paid the \$1200 annual contribution to the VEBA plan for the "deductible coverage" of the BC/BS health insurance plan. It has been explained to me that these are in fact, two distinct health insurance plans.

I did some research on COBRA continuation coverage – CMS site states "COBRA participants generally pay the entire premium themselves. . . . The cost to the plan is both the portion paid by employees and any portion paid by the employer before the qualifying event." "COBRA beneficiaries remain subject to the rules of the plan and therefore must satisfy all costs related to co-payments and deductibles . . ." US Dept of Labor "In calculating premiums for continuation coverage, a plan can include the costs paid by both the employee and the employer, plus an additional 2 percent for administrative costs."

I found the actual VEBA Plan document. Copies of pages 10-12 are attached. Page 12 details Charges for Continuation.

The local agent believes the city is responsible for paying the \$1200 deductible for the COBRA participants in the VEBA plan.

I reached out to the League of MN Cities. I was contacted by an employment attorney from Gallagher Benefits, Yvonne Johnson. She said the VEBA and BC/BS health insurance are **two separate health plans** and if the COBRA participant is not paying the \$1200 deductible for the VEBA plan that is equivalent to the city giving away a health plan.

One of the individuals covered by the COBRA provisions of the VEBA Health Reimbursement Plan has previously paid the \$1200 for the annual deductible. Another individual will be moving from the BC/BS and VEBA policy to Medicare and a Medicare Supplemental policy effective March 1, 2017. So this discussion directly impacts the remaining two individuals on this health plan.

I am unable to find any documentation of what may have been told or promised to the COBRA participants at the time of conversion to the VEBA plan. I am simply relaying what COBRA regulations have.

**Council Action:**

City Council action is requested to authorize paying the \$1200 VEBA Health Reimbursement Plan contribution for COBRA participants or to require the COBRA participants to pay the \$1200 personally.

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## Paying for Coverage

Group health coverage for COBRA participants is usually more expensive than health coverage for active employees, since usually the employer pays a part of the premium for active employees while COBRA participants generally pay the entire premium themselves. COBRA coverage may be less expensive, though, than individual health coverage. Premiums for COBRA continuation coverage cannot exceed 102 percent of the cost to the plan for similarly situated individuals who have not experienced a COBRA qualifying event. The cost to the plan is both the portion paid by employees and any portion paid by the employer before the qualifying event. The COBRA premium can equal 100 percent of that combined amount plus a 2 percent administrative fee.

For example, if the cost of providing health benefits coverage for a similarly situated employee who has not experienced a COBRA qualifying event is \$400 per month, \$100 of which is paid by the employee and \$300 of which is paid by the employer, the plan may charge an individual a COBRA premium of up to \$408 per month (102 percent times \$400). The employer is not responsible for any portion of the individual's COBRA premium, but may, if it wishes, pay a portion, or all, of the qualified beneficiary's premium.

For qualified beneficiaries receiving the 11-month disability-based extension of coverage (see "Extended Periods of Coverage" for more information about the 11-month extension), the premium for those additional months may be increased from 102 percent to 150 percent of the plan's total cost of coverage as long as the disabled qualified beneficiary participates in the additional coverage. Non-disabled qualified beneficiaries may participate in the additional coverage even if the disabled qualified beneficiary does not. In that event, the plan cannot charge the non-disabled qualified beneficiaries that participate in the 11-month extension more than the 102 percent rate for the entire period of coverage, including the 19th through the 29th month of coverage.

COBRA premiums may be increased if the costs to the plan increase for similarly situated non-COBRA beneficiaries, but, for COBRA purposes, such premiums generally must be fixed in advance of each 12-month premium cycle. The plan must allow you to pay premiums on a monthly basis, if you wish, but may give you the option to make payments at other intervals (for example, weekly or quarterly).

You (or someone on your behalf) must make the initial premium payment within 45 days after the date of your COBRA election; the payment generally must cover the period from the coverage loss date through the month in which the initial payment is made. However, if you only need COBRA coverage for a short period of time, such as one or two months, you can pay only for those months from the coverage loss date.

After you make the initial premium payment, subsequent premiums (usually paid on a monthly basis) are considered to be timely if made by the date due or within a grace period of 30 days after the date due (or longer period as applies to or under the plan). Payment is considered to be made on the date it is sent to the plan.

If you do not make premium payments by the first day of the period of coverage, the plan has the option to cancel coverage until payment is received and then reinstate the coverage retroactively to the beginning of the period of coverage if payment is made within the grace period. Alternatively, the plan can hold any claims received during the grace period and then process them if the premium payment is made within the grace period, or deny them and terminate coverage effective the first day of the period of coverage for which payment is not made within the grace period.

If the amount of the payment you make to the plan is in error but is not significantly less than the amount due, the plan may accept the payment as satisfying the plan's requirement for the amount that must be paid. Alternatively, the plan is required to notify you of the deficiency and grant a reasonable period (for this purpose, 30 days is considered reasonable) to pay the difference. The plan is not obligated to send monthly premium notices or payment coupons.

COBRA beneficiaries remain subject to the rules of the plan and therefore must satisfy all costs related to co-payments and deductibles.

## Other Coverage Considerations

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### Q5: Under COBRA, what benefits must be covered?

Qualified beneficiaries must be offered coverage identical to that available to similarly situated beneficiaries who are not receiving COBRA coverage under the plan (generally, the same coverage that the qualified beneficiary had immediately before qualifying for continuation coverage). A change in the benefits under the plan for the active employees will also apply to qualified beneficiaries. Qualified beneficiaries must be allowed to make the same choices given to non-COBRA beneficiaries under the plan, such as during periods of open enrollment by the plan.

### Q6: Who pays for COBRA coverage?

~~Beneficiaries may be required to pay for COBRA coverage.~~ The premium cannot exceed 102 percent of the cost to the plan for similarly situated individuals who have not incurred a qualifying event, including both the portion paid by employees and any portion paid by the employer before the qualifying event, plus 2 percent for administrative costs.

For qualified beneficiaries receiving the 11 month disability extension of coverage, the premium for those additional months may be increased to 150 percent of the plan's total cost of coverage.

COBRA premiums may be increased if the costs to the plan increase but generally must be fixed in advance of each 12-month premium cycle. The plan must allow qualified beneficiaries to pay premiums on a monthly basis if they ask to do so, and the plan may allow them to make payments at other intervals (weekly or quarterly).

The initial premium payment must be made within 45 days after the date of the COBRA election by the qualified beneficiary. Payment generally must cover the period of coverage from the date of COBRA election retroactive to the date of the loss of coverage due to the qualifying event. Premiums for successive periods of coverage are due on the date stated in the plan with a minimum 30-day grace period for payments. Payment is considered to be made on the date it is sent to the plan.

If premiums are not paid by the first day of the period of coverage, the plan has the option to cancel coverage until payment is received and then reinstate coverage retroactively to the beginning of the period of coverage.

If the amount of the payment made to the plan is made in error but is not significantly less than the amount due, the plan is required to notify the qualified beneficiary of the deficiency and grant a reasonable period (for this purpose, 30 days is considered reasonable) to pay the difference. The plan is not obligated to send monthly premium notices.

~~COBRA beneficiaries remain subject to the rules of the plan and therefore must satisfy all costs related to co-payments and deductibles,~~ and are subject to catastrophic and other benefit limits.

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## Paying for Continuation Coverage

Group health plans can require qualified beneficiaries to pay for COBRA continuation coverage, although plans can choose to provide continuation coverage at reduced or no cost. The maximum amount charged to qualified beneficiaries cannot exceed 102 percent of the cost to the plan for similarly situated individuals covered under the plan who have not incurred a qualifying event. In calculating premiums for continuation coverage, a plan can include the costs paid by both the employee and the employer, plus an additional 2 percent for administrative costs. For qualified beneficiaries receiving the 11-month disability extension of continuation coverage, the premium for those additional months may be increased to 150 percent of the plan's total cost of coverage.

COBRA charges to qualified beneficiaries may be increased if the cost to the plan increases but generally must be fixed in advance of each 12-month premium cycle. The plan must allow qualified beneficiaries to pay the required premiums on a monthly basis if they ask to do so, and may allow payments at other intervals (for example, weekly or quarterly). All of the necessary information about COBRA premiums, when they are due, and the consequences of payment and nonpayment should be described in the COBRA election notice.

Qualified beneficiaries cannot be required to pay a premium at the time they make the COBRA election. Plans must provide at least 45 days after the election (that is, the date the qualified beneficiary mails the election form if using first-class mail) for making an initial premium payment. If a qualified beneficiary fails to make any payment before the end of the initial 45-day period, the plan can terminate the qualified beneficiary's COBRA rights. The plan should establish due dates for any premiums for subsequent periods of coverage, but it must provide a minimum 30-day grace period for each payment.

Plans are permitted to terminate continuation coverage if full payment is not received before the end of a grace period. If the amount of a payment made to the plan is incorrect, but is not significantly less than the amount due, the plan must notify the qualified beneficiary of the deficiency and grant a reasonable period (for this purpose, 30 days is considered reasonable) to pay the difference. The plan is not obligated to send monthly premium notices, but is required to provide a notice of early termination if continuation coverage is terminated early due to failure to make a timely payment.

## Health Coverage Tax Credit

Certain individuals may be eligible for a Federal income tax credit that can help with qualified monthly premium payments. The Health Coverage Tax Credit (HCTC), while available, is a refundable tax credit to pay for specified types of health insurance coverage (including COBRA continuation coverage).

Those potentially eligible for the HCTC include workers who lose their jobs due to the negative effects of global trade and who are eligible to receive certain benefits under the Trade Adjustment Assistance (TAA) Program, as well as certain individuals who are receiving pension payments from the Pension Benefit Guaranty Corporation (PBGC). The HCTC pays 72.5 percent of qualified health insurance premiums, with individuals paying 27.5 percent. For more information on TAA, visit [doleta.gov/tradeact/](http://doleta.gov/tradeact/).

Individuals who are eligible for the HCTC may claim the tax credit on their income tax returns at the end of the year. Qualified family members of eligible TAA recipients or PBGC payees who enroll in Medicare, pass away, or finalize a divorce, are eligible to receive the HCTC for up to 24 months from the month of the event.

Individuals with questions about the Health Coverage Tax Credit should visit [IRS.gov/HCTC](http://IRS.gov/HCTC).

# FROM THE CITY'S VEBA PLAN DOCUMENT

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## TERMINATION OF COVERAGE

### Termination of employment or similar event

Employer contributions will cease upon your termination of employment, retirement, layoff, reduction in hours, transfer to another employee group, or similar event that makes you ineligible for contributions (see your collective bargaining agreement or personnel policy).

Following such event, you will retain access to your VEBA Plan account for the reimbursement of Eligible Health Expenses until such time as your account is depleted. Annual administrative expenses will be paid from your account.

### Former Dependents

The account balance you have accumulated while you have Dependents will continue to be available to former Dependents for reimbursement of Eligible Health Expenses after divorce or loss of Dependent status. Your former Dependent may also elect continuation coverage with regard to the right to receive future Employer contributions.

### Loss of coverage by Dependents

If your Dependent no longer qualifies for coverage under your Employer's major medical plan, he or she will no longer be eligible for reimbursement of Eligible Health Expenses through the VEBA Plan. In that circumstance, your Dependent may elect continuation coverage under the major medical plan and the VEBA Plan. Eligible Health Expenses for your Dependent will be reimbursed from your VEBA Plan account during the continuation coverage period.

The rules governing continuation coverage are set forth in the *Comprehensive Major Medical Health Plan Summary Plan Description*.

### Benefits following death

On your death, your eligible Dependents will continue to have access to your VEBA Plan account. They may be reimbursed for Eligible Health Expenses you incurred before your death, and for Eligible Health Expenses they incur following your death.

If you die without a Spouse or other eligible Dependent, your VEBA Plan account will revert to the VEBA. For collectively bargained groups, and unless otherwise provided for in a collective bargaining agreement, any amounts that revert to the VEBA Plan upon death will be allocated uniformly to the accounts of members in the VEBA who are current or retired employees of the Employer, and who are current or retired members of the same collective bargaining unit. For nonunion employees, and unless otherwise provided for in a personnel policy, any such amounts will be allocated uniformly to members of the VEBA who are current or retired employees of the Employer.

## CONTINUATION COVERAGE

### Qualifying Events

Employer contributions may be continued if coverage ends due to any of the qualifying events listed below. In order to be eligible to continue Employer contributions, you or your

AI + Char WERE NOT covered under the Plan before retiring

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Dependent must be covered under the Plan before the qualifying event. In all cases, continuation ends if the VEBA Plan ends or required charges are not paid when due.

Qualifying Event	Who May Continue	Maximum Continuation Period
Employment ends (except gross misconduct dismissal), retirement, leave of absence, layoff or reduction in hours	Employee and Dependents	Earlier of: 1. 18 months, or 2. enrollment date in other group coverage.
	Totally disabled Dependent <sup>1</sup>	Earlier of: 1. 29 months after the employee leaves employment, or 2. date total disability ends, or 3. date of enrollment in Medicare, or 4. date coverage would otherwise end.
Divorce	Former Spouse and any Dependent children who lose coverage	Earlier of: 1. enrollment date in other group coverage, or 2. date coverage would otherwise end.
Death of employee	Surviving Spouse and Dependent children	Earlier of: 1. enrollment date in other group coverage, or 2. date coverage would otherwise end if the employee had lived.
Dependent child loses eligibility	Dependent child	Earliest of: 1. 36 months from the date of losing eligibility, 2. enrollment date in other group coverage, or 3. date coverage would otherwise end.
Total disability of employee <sup>2</sup>	Employee and Dependents	Earlier of: 1. date total disability ends, or 2. date coverage would otherwise end.
Early retirement	Early retiree <sup>3</sup> and Dependents	Earlier of: 1. enrollment date in other coverage, or 2. date coverage would otherwise end.

<sup>1</sup> If the Dependent is disabled at the time the employee leaves employment or becomes disabled within the first 60 days of continuation coverage, continuation for the Dependent may be extended beyond 18 months of continuation. In order to qualify, the disabled Dependent must meet the following notice requirements during the 18 months of continuation:

- a) The Dependent must apply for Social Security benefits and be determined to have been totally disabled at the time of the qualifying event or within the first 60 days of continuation coverage.
- b) The Dependent must notify the Claims Administrator of the disability determination within 60 days of the determination and during the initial 18 month continuation period.

<sup>2</sup> Total disability means the employee's inability to engage in or perform the duties of the employee's regular occupation or employment within the first two (2) years of disability. After the first two (2) years, it means the employee's inability to engage in any paid employment or work for which the employee may, by education and training, including rehabilitative training, be or reasonably become qualified. For employees disabled prior to January 1, 1992, total disability means the employee's inability to engage in or perform the duties of the employee's regular occupation or employment from the date of disability.

<sup>3</sup> An early retiree is an employee who at termination of employment has met the age and service requirements necessary to receive an annuity from a Minnesota pension plan.

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## Notification

Qualified beneficiaries<sup>4</sup> must notify the Employer within 60 days of a qualifying event, such as divorce that would result in a loss of coverage for a Dependent. Qualified beneficiaries that wish to continue coverage must notify the Employer in writing. The Employer must notify qualified beneficiaries of the option to continue coverage within 10 days of receiving notice of a qualifying event.

Qualified beneficiaries have 60 days to choose to continue, starting with the date of the notice of continuation or the date coverage ended, whichever is later. Failure to choose continuation within the required time period will render the qualified beneficiary ineligible to choose continuation at a later date. Qualified beneficiaries have 45 days from the date of choosing continuation to pay the first continuation charges, except that surviving Dependents of a deceased employee have 90 days to pay the first continuation charges. After this initial grace period, qualified beneficiaries must pay charges monthly in advance to the Employer to maintain coverage in force.

## Charges for Continuation

includes \$1200 deductible

Charges for continuation coverage will be equal to the annual Employer contribution, plus a two (2) percent administration fee (if the qualifying event for continuation is the employee's total disability, the administration fee is not required). All charges are paid directly to the Employer. The Employer will provide qualified beneficiaries, upon request, written verification of the cost of continuation coverage at the time of eligibility or at any time during the continuation period.

## Additional Qualifying Events

If additional qualifying events occur during continuation (i.e., divorce, death of the former covered employee, or Dependent child loses eligibility), a qualified beneficiary may be entitled to election rights of his or her own and an extended continuation period. This applies only when the initial qualifying event for continuation is the employee's termination of employment, reduction in hours, retirement, leave of absence, or layoff.

When a second qualifying event occurs, such as the death of the former covered employee, the Dependent must notify the Employer of the additional event within 60 days after it occurs in order to continue coverage. Continuation charges must be paid in the same manner as for the initial qualifying event. Unless the initial qualifying event provides for longer coverage (in which case the longer coverage applies), a second qualifying event entitles the qualified beneficiaries to 36 months of coverage beginning on the date the original maximum coverage period began.

## Coordination with High Deductible Health Plan

If eligible employees are required to enroll in the Employer's high deductible health plan before receiving contributions to the Health Reimbursement Arrangement for Active Employees,

<sup>4</sup> A qualified beneficiary is any individual covered under the VEBA Plan on the day before the qualifying event, as well as a child who is born to or placed for adoption with the covered employee during the period of continuation coverage.

8c  
1/6

**CITY OF GILBERT**

**RESOLUTION NO. 2016-21**

**SUPPORT FOR MINNESOTA COUNCIL FOR COMMUNITY GROWTH**

**WHEREAS**, the City of Gilbert recognizes that collaboration with the communities of Gilbert, Leonidas, Town of Fayal, and ISD 2154 Eveleth-Gilbert, will benefit both the communities and the school;

**WHEREAS**, the City of Gilbert recognizes that collaboration with the City of Eveleth, City of Leonidas, Town of Fayal, and ISD 2154 Eveleth-Gilbert could result in enhanced delivery of services for the citizens and students in our communities;

**WHEREAS**, the City of Gilbert supports the mission of the Minnesota Council for Community Growth to advance the betterment of the communities we serve;

**WHEREAS**, the City of Gilbert recognizes that the Minnesota Council for Community Growth is advisory in nature but will support findings or suggestions by the group when possible;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GILBERT, MINNESOTA THAT:**

The City of Gilbert will support the Minnesota Council for Community Growth through active participation through its members as well as following through on recommendations from the group for the betterment of all.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 2016-21 was declared duly passed and adopted this 22<sup>nd</sup> day of November 2016.

\_\_\_\_\_  
Robert Kutsi, Mayor

ATTEST:

\_\_\_\_\_  
Debra Sakrison, Clerk/Treasurer

2/16

# Minnesota Council for Community Growth



## First Meeting

The first meeting of the Minnesota Council for Community Growth was held in Eveleth on October 20, 2016. The meeting was convened to determine if there was interest in furthering collaboration among independent government agencies.

Huelife

(Richard Fursman)

1666 Village Trail E- Suite 7

651.338.2533

11/1/2016

## The future of collaboration in the Eveleth/Gilbert/Fayol/ Region.

- **Who?**
  - 10 individuals representing townships, cities, and the school district met to consider future opportunities for collaboration.
- **Focus Question:**
  - What actions should be taken to move toward successful collaboration?
- **Identity:**
  - A name for the group was selected: **The Minnesota Council for Community Growth**
- **Mission Statement:**
  - The Mission of the Minnesota Council for Community Growth is to advance the betterment of the communities we serve.
- **Goals**
  1. Share City services to improve capacity of all communities
  2. Open and share facilities to avoid duplication and expand opportunities
  3. Expand and coordinate recreation and multi-jurisdictional programming
  4. Share key personnel and function to free up time and enhance productivity
- **Success:**
  - The Group identified how success would be described. The following words/phrases were used to describe the elements of successful collaboration:
    - Efficient
    - Accepting Change
    - Community sees value \$
    - Integration of services
    - Less duplication of services
    - Modernization
    - No deficits
    - Boundaries gone
    - Unified-working in the same direction (on the same team)
    - Greater ability to get grants
    - Satisfaction

4/16

**Current Reality:** A view of the current state of collaboration and forces that will impact the future look/need for collaboration. Six areas of current reality were examined:

<b>What trends/Conditions suggest collaboration is going to be needed or expanded?</b>	<b>Where are we doing well with collaboration?</b>
There is decreasing volunteerism Limited financial resources Population decrease/shift Decreased incomes as mining decreases Decreased participation in community events Globalization- small world Decreased small businesses Pressure form funding sources Political pressure	Emergency Services IT for Police Fire/EMS (Auto Aid)/(Mutual Aid) Joint-Recreations, RRCC....., Eveleth-Gilbert School Dist? Sewer/Water/Utilities
<b>What are some challenges or "headwinds" we might face when trying to collaborate?</b>	<b>What are some of the likely benefits of increased collaboration?</b>
Boundaries Identity lost Buy-in from community and staff No more "good ol boys" club Governance? Budgets? "Value" recognized (equity) Community "bullies" – "can't be done!" "Back in the day....always been like this/that"	Efficiency Better/more services Cost savings \$ Stronger relationships Opportunities Unity solves decrease in volunteerism Recognition by others and duplicate our services Better Services Unification of people/communities We become a destination vs. a bump in the road

5/6

<b>What might be some unintended consequences of successful collaboration?</b>	<b>What opportunities/ideas should be explored to increase collaboration?</b>
<p>Reduced workforce New obstacles Costs of modernization Loss of sense of neighborhoods Maintaining the "drive" of the collaboration long-term</p>	<p>This meeting – and more to follow Cooperation between more public services (ie: roads, etc.) Modern joint facilities used by all Shared employment Better communication tool to public Benefits to the community Fire/EMS Consolidation City services-PD, Water, Sewer. Refuse...etc. Additional recreation (Archery) Collaboration with Police (Cities, Towns, SRO) Shared facilities (modernized, secured) Share facility, services (custodians)/programs/people Library Hipadom Snow plowing Programs Administation [HR, Payroll] [Business manager, support] Water/Sewer joint facilities and operations Integrated trail systems Daycare Staff sharing Zoning administration Building inspector</p>

6/6

### Action Plan

Create Identity (0)	Legitimize (1) Organization	Commitment & fairness (2)	Purpose (2)	Process (3)	Communication Plan (4)
Identify the group Identify the working group Group name reflective of our goals Create mission statement <b>(COMPLETE)</b>	Buy-in form each group Authorization from governing bodies <i>Resolution prepared by November 14</i> (pay for travel and meals) <i>1<sup>st</sup> Meeting</i> (Facilitated by Dec)	Unified message, shared by all All are equal shareholders Let go of biases Develop evaluation plan	Identify the goals ID the cost of working on collaboration ID roles and responsibilities ID the needs Specify areas of collaboration ID and weigh positives and negatives	Start with success – city services Meet with AFSCME and other unions 3 <sup>rd</sup> party buy-ins ID what the process is Create an action plan	<b>Website</b> <b>facebook links</b> <b>Mailings with City bills</b> <b>Unified communication plan</b>



# City of Gilbert

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www.gilbertmn.org

16 South Broadway • P.O. Box 548 • Gilbert, MN 55741

Phone: 218-748-2232 • Fax: 218-748-2234

## CITY OF GILBERT RESOLUTION NO. 2016-22

### RESOLUTION ACCEPTING DONATIONS

**WHEREAS**, the City of Gilbert is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
United in Christ Lutheran Church For the Gilbert Fire Department	\$320.33

**WHEREAS**, the City Council finds that it is appropriate to accept the donations offered.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GILBERT, MINNESOTA, AS FOLLOWS:**

1. The donation described above is accepted for the Gilbert Fire Department.
2. The city clerk is hereby directed to issue a receipt to the donor acknowledging the city's receipt of the donor's contribution.

Adopted by the City Council of the City of Gilbert on November 22, 2016.

Approved:

\_\_\_\_\_  
Robert Kutsi, Mayor

Attested:

\_\_\_\_\_  
Debra Sakrison, City Clerk/Treasurer

City of Gilbert  
Request for City Council Action

8E  
1/3

**Date:** November 17, 2016

**Issue:** Gilbert Knights of Columbus Application to Conduct Excluded Bingo

**Background:** MN Lawful Gambling statutes require the city to approve the dates an organization has scheduled to conduct excluded bingo in the city's jurisdiction.

**Council Action:**

City Council action is requested to approve Gilbert Knights of Columbus Council 5031 to conduct excluded bingo on 3/12/2017, 4/9/2017, 9/24/2017 and 10/22/2017 at St. Joseph's Catholic Church

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**LG240B Application to Conduct Excluded Bingo**

**No Fee**

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**ORGANIZATION INFORMATION**

Organization Name: GILBERT KNIGHTS OF COLUMBUS COUNCIL 5031 Previous Gambling Permit Number: \_\_\_\_\_

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: 23-7543196

Mailing Address: 4916 CHESTNUT DRIVE

City: GILBERT State: MN Zip: 55741 County: ST. LOUIS

Name of Chief Executive Officer (CEO): MICHAEL D. MENART

Daytime Phone: 218-865-4653 Email: MIKEANDROSEMARY@HUGHES.NET

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal  Religious  Veterans  Other Nonprofit Organization

**Attach a copy of at least one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

**Current calendar year Certificate of Good Standing**  
Don't have a copy? This certificate must be obtained each year from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767

**Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**  
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

**Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**EXCLUDED BINGO ACTIVITY**

Has your organization held a bingo event in the current calendar year?  Yes  No

If yes, list the dates when bingo was conducted: 3/20/2016, 4/17/2016, 9/25/2016, 10/23/

The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates: 3/12/2017, 4/9/2017, 9/24/2017, 10/22/2017  
**-OR-**

conducted on up to 12 consecutive days in connection with a:

county fair Dates: \_\_\_\_\_

civic celebration Dates: \_\_\_\_\_

Minnesota State Fair Dates: \_\_\_\_\_

Person in charge of bingo event: MICHAEL D. MENART Daytime Phone: 218-865-4653

Name of premises where bingo will be conducted: ST. JOSEPH'S CATHOLIC CHURCH

Premises street address: 515 SUMMIT STREET

City: GILBERT If township, township name: \_\_\_\_\_ County: ST. LOUIS

**LG240B Application to Conduct Excluded Bingo**

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**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Gilbert

Signature of City Personnel: \_\_\_\_\_

Title: Mayor Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Michael D. Menart Date: 11-14-16  
(Signature must be CEO's signature; designee may not sign)

Print Name: Michael D. Menart

**MAIL OR FAX APPLICATION & ATTACHMENTS**

Mail or fax application and a copy of your proof of nonprofit status to:

Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113  
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

**Questions?**

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

City of Gilbert  
Request for City Council Action

8F  
1/8

**Date:** November 17, 2016

**Issue:** Engagement Letter for Auditing Services

**Background:** Walker Giroux & Hahne LLC have submitted an engagement letter for auditing the City of Gilbert financial records for calendar year ended December 31, 2016. Auditing firms are engaged prior to year end to facilitate scheduling and year end confirmation procedures.

**Council Action:**

City Council action is requested to engage Walker, Giroux & Hahne LLC for the city of Gilbert financial statement audit for the year ended December 31, 2016 for a contract amount not to exceed \$32,000.



# CLIENT COPY

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## CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

P.O. Box 960 • 225 1st Street North, Suite 2400, Virginia, Minnesota 55792  
218-749-4880 • FAX 218-749-8528

October 19, 2016

To the City Council and Management  
City of Gilbert, Minnesota  
Attn: Debra Sakrison, City Clerk/Treasurer  
P. O. Box 548  
Gilbert, MN 55741

We are pleased to confirm our understanding of the services we are to provide City of Gilbert, Minnesota for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Gilbert, Minnesota as of and for the year ended December 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement City of Gilbert, Minnesota's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Gilbert, Minnesota's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Schedule of revenues, expenditures and changes in fund balances – budget to actual.
3. Schedule of funding progress for postemployment benefits plan.
4. Schedules of City's proportionate share of net pension liability and City's contributions for defined benefit pension plans.
5. Schedule of City's Contribution.
6. Schedule of Changes in Net Pension Liability/Asset.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Gilbert, Minnesota's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Combining and individual fund financial statements.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Gilbert, Minnesota and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Gilbert, Minnesota's financial statements. Our report will be addressed to the City Council and Management of the City of Gilbert, Minnesota. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Gilbert, Minnesota is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly

planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedure – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Gilbert, Minnesota's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the City of Gilbert, Minnesota in conformity with U.S. generally accepted accounting principles based on information provided by you. We will prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts. We will also maintain the depreciation schedules for which you have determined the method and rate of depreciation. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

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*Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, related notes, trial balance preparation and depreciation schedules services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from

those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objective discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes, our preparation of the trial balance, maintenance of the depreciation schedules, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them and any other nonaudit services we provide. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Gilbert, Minnesota; however, management is responsible for distribution of the reports and the financial statement. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Walker, Giroux and Hahne, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a governmental agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Walker, Giroux and Hahne, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to

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distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the governmental agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 31, 2016 and to issue our reports no later than June 30, 2017. William Paulson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.), except that we agree that our gross fees, including expenses, will not exceed \$32,000 for the audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to City of Gilbert, Minnesota and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original of this letter and return it to us. A copy is enclosed for your records.

Very truly yours,

WALKER, GIROUX & HAHNE, LLC

  
William Paulson  
Certified Public Accountant

**RESPONSE:**

This letter correctly sets forth the understanding of City of Gilbert, Minnesota.

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\_\_\_\_\_

8/8

**ABDO  
EICK &  
MEYERS** LLP  
*Certified Public Accountants & Consultants*

October 16, 2015

**System Review Report**

To the Members of Walker, Giroux. & Hahne LLC  
and the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Walker, Giroux. & Hahne LLC (the Firm) in effect for the year ended June 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Walker, Giroux. & Hahne LLC in effect for the year ended June 30, 2015 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Walker, Giroux. & Hahne LLC has received a peer review rating of pass.

*Abdo, Eick & Meyers, LLP*  
ABDO EICK & MEYERS, LLP  
*Certified Public Accountants & Consultants*

8G

City of Gilbert  
Request for City Council Action

**Date:** November 18, 2016

**Issue:** Liquor, Club and Tobacco Licenses for 2017

**Council Action:**

City Council action is requested to approve liquor, club and tobacco licenses and to issue same provided all license paperwork is completed, property taxes are paid and license fees have been paid to the following:

- DEVCO, Inc. DBA Devo's Sand Bar – Off Sale, On Sale and Sunday Liquor
- Teri Gordon DBA The Gladiator – On Sale
- Mudder's LLC DBA Yo'r Mudders Place – Off Sale, On Sale and Sunday Liquor
- Nick's Bar Inc. DBA Nick's – Off Sale, On Sale and Sunday Liquor
- VFW 4456 DBA George & Mark Klobuchar Post – On Sale Club and Sunday Liquor
- Liimatta Pershern LLC DBA The Dugout – Off Sale, On Sale and Sunday Liquor
- Woody's Knotty Pine Liquor Inc DBA Woody's Knotty Pine Liquor Store – Off Sale Liquor Store  
Tobacco
- Holiday StationStores - Tobacco

City of Gilbert  
Request for City Council Action

8 H  
1/2

**Date:** November 18, 2016

**Issue:** City Hall copier Lease

**Background:** The current lease for the copier at City Hall has reached term. Attached is a proposal from Excel Business Systems. The cost will be the same as the city is paying now but the copier will be upgraded to a NEW Toshiba e-studio 3005AC Color copier. If the city does nothing, the current copier will continue on with the lease or the city can opt for a NEW lease for the same amount of money. The copier is used by all staff except for the Library for photocopying, printing, scanning and faxing.

**Council Action:**

City Council action is requested on this issue.

# Excel Business Systems

1925 Fifth Avenue  
Hibbing, MN 55746

Phone: 218-263-6814  
Fax: 218-263-3723

E-Mail: [excelem@mchsi.com](mailto:excelem@mchsi.com)

November 18, 2016

City of Gilbert  
16 S. Broadway  
Gilbert, MN 55741

Attn: Deb Sakrison

Proposal to replace your current Toshiba e-studio3055C Color copier with a NEW Toshiba e-studio3005AC Color copier with network print, scan and fax. The new lease payment listed below includes all remaining payments and charges on your current copier.

Toshiba e-studio3005AC color copier	\$ 15,056.00
MR 3031 Document Feeder	1,675.00
KD 1059 2000 Sheet LCF	980.00
Duplex Unit	included
GD 1370 Fax Board	1,025.00
MJ 1042 Inner Finisher/Stapling	<u>2,549.00</u>

List Price	\$ 21,285.00
Less Discount & Trade In	<u>-12,750.44</u>

City of Gilbert Price ( plus tax if applicable) \$ 8,534.56  
=====

New lease payment will continue to be billed by Excel Business Systems.

Leasing: Zero downpayment. FMV buyout. Plus tax if applicable.

48 month: \$ 208.98

Service:

Black copies billed monthly at .011/copy. Color copies billed monthly at .063/copy. Includes all service and supplies. Paper not included.

Sincerely,



Ed Monacelli

City of Gilbert  
Request for City Council Action

**Date:** November 17, 2016

**Issue:** 2016- 2017 Season Rink Attendants

**Background:** Public Works Operation Director Lautigar is requesting City Council authorization to hire Dalton Everson and James Gargano, both returning employees, as Rink Attendants for the 2016 – 2017 rink season at the rate of \$12/hour.

**Council Action:**

City Council action is requested to authorize hiring Dalton Everson and James Gargano at the rate of \$12/hour for the 2016 – 2017 rink season.

City of Gilbert  
Request for City Council Action

8  
J  
1/2

**Date:** November 17, 2016

**Issue:** Loader Tires

**Background:** Attached is a quote for tires for the loader.

**Council Action:**

City Council is requested to approve the purchase of tires for the loader from Pomp's Tire for the quoted price of \$5,792.

2/2

ESTM577215118.TXT

POMP'S TIRE-VIRGINIA  
201 NORTH HOOVER ROAD

ESTIMATE #: 88265

VIRGINIA, MN 55792

PAGE: 1

218/741-5562

CUSTOMER: CITY OF GILBERT  
16 BROADWAY ST S  
2013476  
GILBERT, MN 55741

CREATED BY MARY  
BUSINESS: 218/748-2214 0  
SALESMAN: CLAYTON KOSKELA  
ESTIMATE DATE: 10/10/16

TERMS: 1 PMT DUE 10TH OF MON AFTR INV

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
20.5R25/1* TITAN MXL E3/L3 TL 43PT121		4	1325.00		5300.00
O-RING HEMTT, PLS/HET, MTRV ORING		4	18.00		72.00
20.5-25 DRY DISMOUNT/MOUNT ODM205D		4.00	105.00		420.00

MERCHANDISE: 5372.00  
LABOR: 420.00  
ESTIMATE TOTAL: 5792.00

\*\*\*A COPY OF THIS ESTIMATE HAS BEEN EMAILED\*\*

\*\*\*\*\* valid for 30 days \*\*\*\*\*

Loader Tires

City of Gilbert  
Request for City Council Action

8K  
1/2

**Date:** November 17, 2016

**Issue:** Snowblower for Waste Water Treatment Plant

**Background:** Attached is a quote for a snowblower from Grande's.

**Council Action:**

City Council action is requested to approve the purchase of a 9 hp 27" cut snowblower from Grande's Ace Hardware for the quoted price of \$796.76 .

**Grande Ace Hardware #83**  
**PO Box 967**  
**212 Chestnut Street**  
**Virginia, MN 55792**  
**PHONE: (218) 741-5240**

WE APPRECIATE YOUR BUSINESS  
 RETURNS ONLY IN 30 DAYS WITH RECEIPT

^CITY OF GILBERT  
 P O BOX 548

GILBERT MN 55741

CUST # 100020  
 TERMS: Net 20  
 P.O. # BID

ORDR # 722069  
 DATE : 11/10/16  
 CLERK: 210  
 TERM # 559

TIME :10:23  
 \*\*\*\*\*  
 \* SPEC ORDER \*  
 \*\*\*\*\*

QUANTITY	UM	ITEM	DESCRIPTION	LOC	PRICE/PER	EXTENSION
1	EA	QST227P	9HP 27" CUT SNOWBLOWER		796.76 /EA	796.76*N
**ORDER*ORDER*ORDER*ORDER**						
DEPOSIT AMT					.00	
BALANCE DUE					796.76	
					TAXABLE	
					NON-TAXABLE	
					SUB-TOTAL	
					TAX AMOUNT	
					TOTAL ORDER	
					0.00	
					796.76	
					796.76	
					0.00	
					796.76	

(SAM LAUTIGAR )

2/2

**X**  
 Received By \_\_\_\_\_

City of Gilbert  
Request for City Council Action

8 L  
1/5

**Date:** November 18, 2016

**Issue:** Wireless Project

**Background:** The communications among the water plant and the water reservoir and water high tower do not work well resulting in missing and false alarms and unnecessary callouts. There has been a lot of interest in establishing a wireless network for communications and police cameras in the city of Gilbert. After the recent fatal accident on Broadway Street the need to get the police cameras back up and running has made the need more critical.

The attached proposal is to establish point to point communication from the water reservoir to the campground, which will then have a multi-point communicator relaying to the water plant. The terrain dictates this design. With the multi-point communicator the water plant, water reservoir, water high tower, and waste water treatment plant will all be able to communicate among the physical plants. Currently the city is using cell communication cradles to do some of this, which uses a tremendous amount of data and the communications are not complete. The server at the water plant will be brought to city hall, a much cleaner environment for a computer.

Chief Techar said he has money to get his cameras on-line and operational.

This project will be paid by the Police Department, Water Fund and Wastewater Fund. Getting rid of the cell cradles will result in the utility funds being able to recover the cost outlay in less than 24 months.

**Council Action:**

City Council action is requested to approve the wireless project per the quote from DSC Communications not to exceed \$14,129.94



Duluth - Superior - Twin Cities

711 Hammond Avenue, Superior, WI 54880  
 t. 715-392-2911 f. 715-392-2995  
 bcrowson@dsccommunications.com

# QUOTE 2/5

Number DSCQ1456-0

Date Nov 14, 2016

Pricing Valid for 30 Days

**Sold To**

**City of Gilbert**  
 Steve Peterson  
 PO Box 548  
 Gilbert, MN 55741

**Ship To**

**City of Gilbert**  
 Steve Peterson  
 PO Box 548  
 Gilbert, MN 55741

**Phone** (218) 748-2232  
**Email**

**Phone** (218) 748-2232  
**Email**

Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Ben Crowson

Line	Qty	Description	Unit Price	Ext. Price
1		<i>PMP Link System from Water Tower to City Hall, WTP and WWTP</i>		
2	1	ePMP1000 5GHz Connectorized	\$550.00	\$550.00
3	1	Antenna 5Ghz Sector 90	\$225.00	\$225.00
4	2	Antenna Clamp Set Heavy Duty PD46	\$62.10	\$124.20
5	1	Antenna Mount Pipe	\$40.00	\$40.00
6	3	ePMP1000 5GHz Integrated Antenna	\$99.00	\$297.00
7	4	Power Cord for PoE Mid-Span	\$5.00	\$20.00
8	400	Cable Cat5E Outdoor Shielded	\$0.38	\$152.00
9	300	Cable Cat5E Plenum Blue	\$0.48	\$144.00
10	1	Ballast Mount 120" Tall 3-1/2" Mast 62" Square	\$559.37	\$559.37
11	1	Ballast Mount Kit Light Duty (36"x36" w 30' Mast)	\$128.56	\$128.56
12	2	Ballast Mount Rubber Mat Kit	\$82.97	\$165.94
13	1	Miscellaneous Hardware Fittings and Consumables	\$150.00	\$150.00
14	1	Reflector Dish 4 Pack	\$299.00	\$299.00
15	1	Labor to Install PMP Link System at Water Tower to deliver network services to Reservoir, Waste-Water Treatment Plant, and City Hall. - DSC to Install Ballast Mounts on City Hall and Water Treatment Plant. - Customer to provide aerial lift as needed for mounting antennas.	\$3960.00	\$3960.00
16				
17		<i>PTP Link Systems</i>		
18	2	PTP450 Point-To Point Link End 900MHz Connectorized	\$595.00	\$1190.00
19	2	Antenna 900Mhz 12dBi Dual Slant Antenna	\$89.00	\$178.00
20	2	ePMP 5GHz Porce200 High Gain Radio	\$149.00	\$298.00
21	1	Ballast Mount 120" Tall 3-1/2" Mast 62" Square	\$559.37	\$559.37
22	2	Ballast Mount Rubber Mat Kit	\$82.97	\$165.94
23	4	Power Supply PoE Mid Span Canopy	\$15.00	\$60.00

"Upon acceptance by signature or issuance of a purchase order, DSC Communications is authorized to order the equipment for the purpose of sale and delivery to the company or individual named above. Prices are based on market conditions existing at the time and date of quotation and are subject to change before acceptance of order. Delivery times are an estimate only and are contingent upon availability of manpower, materials, and/or customer provided programming information. A 20% re-stocking fee may be applied to any item that is cancelled or refused after acceptance of order. Payment Terms 50% Downpayment, Remainder NET 10 Days. "

Line	Qty	Description	Unit Price	Ext. Price
24	4	Surge Suppressor Canopy	\$35.00	\$140.00
25	4	Power Cord for PoE Mid-Span	\$5.00	\$20.00
26	200	Cable Cat5E Outdoor Shielded	\$0.38	\$76.00
27	200	Cable Cat5E Plenum Blue	\$0.48	\$96.00
28	4	Wall Mount Satellite Dish Style	\$17.89	\$71.56
29	1	Miscellaneous Hardware Fittings and Consumables	\$60.00	\$60.00
30	1	Labor to install Point to Point Link systems to connect City Hall to Campground and Campground to Water Treatment Plant. - WTP end antenna to be mounted at approximately 55' AGL on existing Tank/Tower. - DSC to install 10' Ballast Mount on Hose Tower at City Hall. - Customer to provide 35' mounting structure for antennas at the Campground. - Customer to provide aerial lifts (if needed for installation of antennas at the Campground and WTP Ends of the links.	\$4400.00	\$4400.00
			<b>SubTotal</b>	\$14,129.94
			<b>Tax</b>	\$0.00
			<b>Shipping</b>	\$0.00
			<b>Total</b>	<b>\$14,129.94</b>

3/5

"Upon acceptance by signature or issuance of a purchase order, DSC Communications is authorized to order the equipment for the purpose of sale and delivery to the company or individual named above. Prices are based on market conditions existing at the time and date of quotation and are subject to change before acceptance of order. Delivery times are an estimate only and are contingent upon availability of manpower, materials, and/or customer provided programming information. A 20% re-stocking fee may be applied to any item that is cancelled or refused after acceptance of order. Payment Terms 50% Downpayment, Remainder NET 10 Days. "



Duluth - Superior - Twin Cities

711 Hammond Avenue, Superior, WI 54880  
 t. 715-392-2911 f. 715-392-2995  
 bcrowson@dsccommunications.com

# QUOTE <sup>4/5</sup>

**Number** DSCQ1488

**Date** Nov 14, 2016

Pricing Valid for 30 Days

**Sold To**

**City of Gilbert**  
 Steve Peterson  
 PO Box 548  
 Gilbert, MN 55741

**Ship To**

**City of Gilbert**  
 Steve Peterson  
 PO Box 548  
 Gilbert, MN 55741

**Phone** (218) 748-2232

**Email**

**Phone** (218) 748-2232

**Email**

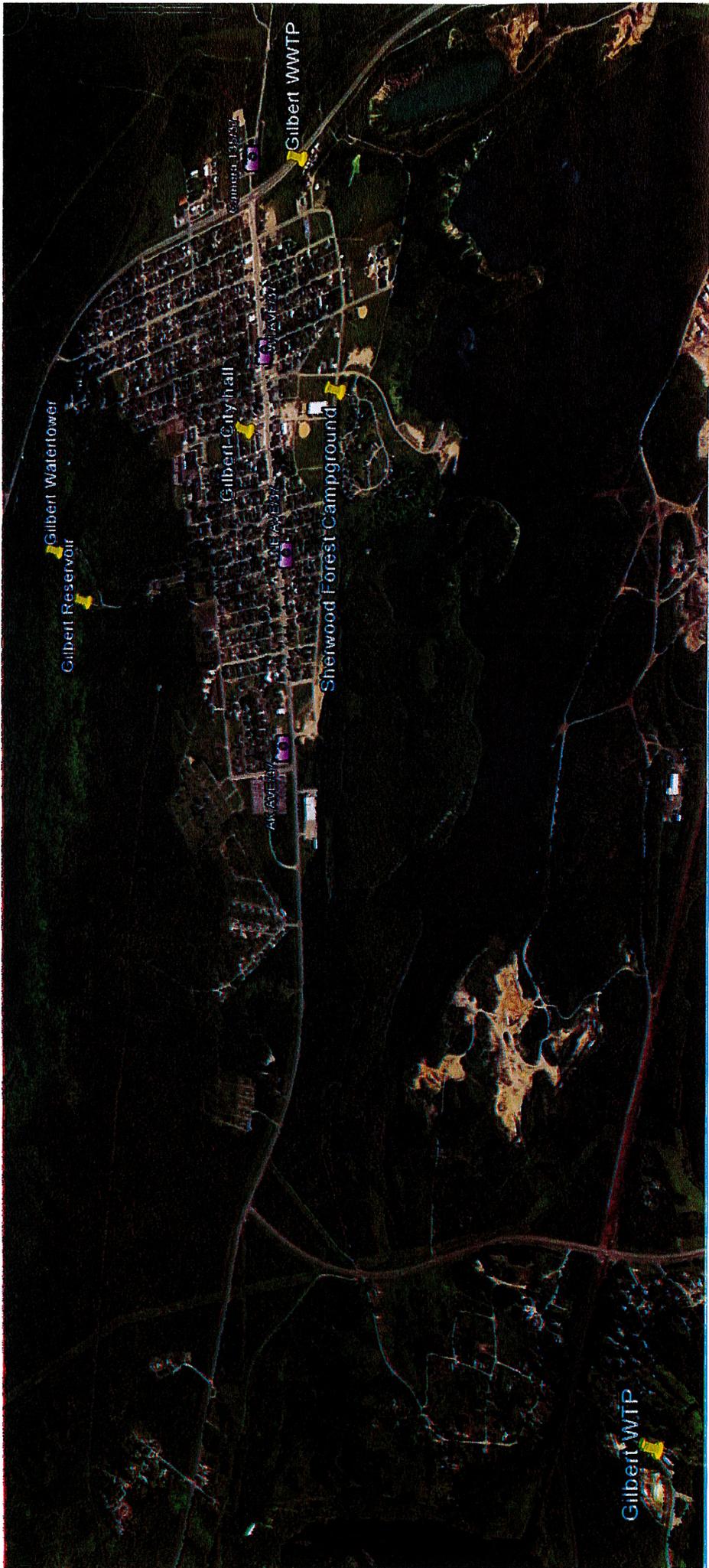
Salesperson	P.O. Number	Ship Via	Terms
-------------	-------------	----------	-------

Ben Crowson

Line	Qty	Description	Unit Price	Ext. Price
1	1	ePMP1000 5GHz Integrated Antenna	\$99.00	\$99.00
2	1	Power Supply PoE Mid Span Canopy	\$15.00	\$15.00
3	1	Surge Suppressor Canopy	\$35.00	\$35.00
4	1	Power Cord for PoE Mid-Span	\$5.00	\$5.00
5	1	Miscellaneous Hardware Fittings and Consumables	\$75.00	\$75.00
6	1	Labor - Per Camera Location for the Installation of PMP Link Subscriber to Connect Via Water Tower AP. - Customer to provide suitable aerial lift for installtion of SM at Camera locaitons on Street Light Posts	\$990.00	\$990.00

<b>SubTotal</b>	\$1,219.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$1,219.00</b>

"Upon acceptance by signature or issuance of a purchase order, DSC Communications is authorized to order the equipment for the purpose of sale and delivery to the company or individual named above. Prices are based on market conditions existing at the time and date of quotation and are subject to change before acceptance of order. Delivery times are an estimate only and are contingent upon availability of manpower, materials, and/or customer provided programming information. A 20% re-stocking fee may be applied to any item that is cancelled or refused after acceptance of order. Payment Terms 50% Downpayment, Remainder NET 10 Days. "



City of Gilbert  
Request for City Council Action

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M  
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**Date:** November 1, 2016

**Issue:** Police Contract January 1, 2017 through December 31, 2019

**Background:** The contract has been negotiated with LELS for the three year period January 1, 2017 through December 31, 2019. The items affected are the uniform allowance will go from \$650 annually to \$850 annually for each officer and the increases will be 2% each of the three years of the contract.

**Council Action:**

City Council action is requested on this contract.

2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF GILBERT

AND

LAW ENFORCEMENT LABOR SERVICES, INC.  
(LOCAL #15)

EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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This AGREEMENT is entered into between the City of Gilbert, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter referred to as LELS.

**ARTICLE 1: PURPOSE OF AGREEMENT**

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work and all other conditions of employment to be observed between the parties hereto.

Section B. The provisions of this AGREEMENT constitute the sole procedure for the processing and settlement of any claim by an employee or LELS of a violation by the EMPLOYER of this AGREEMENT. As the representative of the employees, LELS may process grievances through the grievance procedure including arbitration, in accordance with this AGREEMENT or adjust or settle the same.

**ARTICLE 2: DEFINITION OF REGULAR EMPLOYEES**

Section A. The term "regular employee" as used in this AGREEMENT, shall mean any employee who has been employed to work for the City of Gilbert, Police Department, and who works regularly full time, and who has completed a one (1) year probationary period in the Police Department.

**ARTICLE 3: RECOGNITION**

Section A. The EMPLOYER recognizes Law Enforcement Labor Services, Inc., as the exclusive representative for collective bargaining purposes of the employees of the Police Department of the City of Gilbert, Minnesota, in the unit composed of all employees whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) working days per year, excluding supervisory and confidential employees, as per certification by the Minnesota Bureau of Mediation Services, dated December 16, 1977, Case No. 78-PR-550-A.

Section B. It has been agreed to that it is the policy of the Employer that during and for the duration of this AGREEMENT, the EMPLOYER will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined either individually or collectively, which in any way conflicts with the terms and conditions of the AGREEMENT or with the role of LELS as the exclusive collective bargaining agency for such employees.

**ARTICLE 4: RESPONSIBILITIES OF THE PARTIES**

Section A. Each of the parties to this AGREEMENT hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this AGREEMENT.

Section B. The EMPLOYER, including its managerial, supervisor, and representative at all levels, is firmly bound to observe the conditions of the AGREEMENT.

Section C. LELS including its officers and representatives and all employees are firmly bound to observe the conditions of this AGREEMENT.

Section D. The Union agrees to supply the employer the names of those employees authorized by the union to act in its behalf.

Section E. In addition to the responsibilities that may be provided elsewhere in this AGREEMENT, the following shall be observed:

- 1. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed in accordance with such procedures.
- 2. There shall be no interference with the rights of employees to become or continue as members of LELS.

**ARTICLE 5: CHECKOFF OF LELS DUES**

Section A. The EMPLOYER agrees to cooperate with LELS in the deduction of regular monthly dues for those employees who request in writing to have regular monthly LELS dues checked off by payroll deduction. The EMPLOYER agrees to remit such regular monthly dues in a manner to be prescribed by LELS.

Section B. LELS agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders of judgments brought or issued against the EMPLOYER under the provisions of Section A of this Article.

Section C. The Union agrees that there shall be no liability on the part of the City for the collection of any unpaid dues, which may be due from the Employee, who because of absence from work or termination of employment has no wages payable to him at the regular time for deduction.

Section D. UNION SECURITY: All present employees who are members and fair-share members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment.

**ARTICLE 6: HOURS OF WORK**

Section A. The normal workday shall consist of either eight (8) or twelve (12) hours per day and

the normal work month shall consist of one hundred sixty-eight (168) hours per month. Any employee required to work in excess of eight (8) or twelve (12) hours per day or one hundred sixty eight (168) hours per month will be compensated for such hours at time and one-half (1-1/2) rates. Employees working overtime shall have the option of either being compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay or receiving compensatory time at the same rate. Employees will not be allowed to accumulate more than forty (40) hours of compensatory time (40 hours at overtime rate is equivalent to 60 hours) after which they will be compensated for all additional overtime worked at the above rate. Compensatory time may carry over to the next year, but must be used by January 30<sup>th</sup>. If unused by January 30<sup>th</sup>, employees will be compensated at the above overtime rate. There shall be no pyramiding of overtime. Effective January 1, 1991, any employee required to work on Sundays shall be compensated for such hours at time and one-half (1-1/2) rates.

Scheduled overtime shall be offered first to hourly employees prior to anyone else working such overtime hours.

Section B. A police officer required to be in court on their own time, shall be paid a minimum of four (4) hours pay at time and one-half (1-1/2) rate. In the event that an officer does not work their last scheduled shift of the month, any court time pay for the month shall revert to straight-time pay.

Section C. A police officer required to be called out on their regularly-scheduled time off, shall be paid a minimum of four (4) hours at time and one-half (1-1/2), except that when such call-hour hours adjoin his/her regular, scheduled shift, only those hours actually worked in excess of that regular shift shall be compensated at time and one-half (1-1/2).

**ARTICLE 7: HOLIDAYS**

Section A. Employees shall receive the following paid holidays:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Fourth of July	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Good Friday	Columbus Day	

Section B. Employees who are required to work on any of the above holidays shall be compensated at the rate of time and one-half (1-1/2).

Section C. All employees shall be entitled to two (2) personal leave days per year.

Section D. All eligible employees must give reasonable notice of their desire to take a personal leave day in order to assure that the normal operations of the department will not be disrupted and scheduling of personal leave days shall be by mutual consent.

## ARTICLE 8: VACATIONS

Section A. All regular full-time employees shall receive vacations on the following schedule:

For employees hired before 9-1-2011:

Years of Service	<u>Annual Accrual</u> Hours of Vacation	<u>Maximum Annual Accumulation</u>
1 Year	48 hours	96 hours
2 Year	96 hours	144 hours
5 Year	144 hours	216 hours
10 Year	192 hours	288 hours
15 Year	240 hours	360 hours
20 Year	288 hours	432 hours

For employees hired before 9-1-2011, the Annual Accrual of Vacation shall be credited in full on January 1<sup>st</sup>.

For employees hired on or after 9-1-2011:

Years of Service	<u>Annual Accrual</u> Hours of Vacation	<u>Maximum Annual Accumulation</u>
1 Year	48 hours	96 hours
2 Year	80 hours	120 hours
5 Year	120 hours	180 hours
10 Year	160 hours	240 hours
15 Year	200 hours	300 hours
20 Year	240 hours	360 hours

For employees hired on or after 9-1-2011, the Annual Accrual of Vacation shall be credited in equal installments throughout the payroll year. Accrual for the next Years of Service step will begin the year prior.

For employees hired on or after 9-1-2011, upon retirement, any vacation to be cashed out will be limited to the vacation that would have been accrued as of the date of retirement.

It is understood that for the convenience of both the employee and the department, employees may take early vacations prior to the actual qualifying date. However it is agreed that should an employee take an early vacation and then terminate or be terminated prior to actually earning said vacation, that portion of vacation pay not yet earned at the time of termination shall be returned to the employer. The City may withhold overpayments from the final paycheck if there are enough earnings to cover the vacation overpayment. In determining length of continuous service, no deductions shall be made for sickness or military leave of absence of thirty (30) days or less.

Section B. In order to collect terminal vacation upon resignation, a two-week written notice is required.

Vacation time shall not be used as notice time.

Section C. Terminal Vacation: Terminal Vacation is that portion of a vacation that is credited to months of service from the last anniversary date but technically not fully earned until the next anniversary date. Upon termination, the City will compensate employees for vacation credited provided they receive a written notice of intention to leave the employ of the City as stated in section 8B above.

Section D. Employees upon resignation, death or retirement, shall be paid for the number of hours of unused vacation accumulated to their credit, up to the amounts listed in Section A as Annual Accrual.

Section E. The vacation period of an employee shall not be split except by mutual agreement of the employee and EMPLOYER.

Section F. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that selection vacation shall be as follows. The employees based on their seniority standing shall select, to the extent they have available, up to three (3) one week blocks of vacation, which may be consecutive. After all officers have had an opportunity to select up to three (3) one week blocks of vacation, to the extent they have available, the process shall be repeated for up to three additional one week blocks of vacation until all officers have exhausted their vacation periods.

Section G. In the event of extenuating circumstances that prevent an employee from utilizing vacation, any vacation in excess of the amounts listed in Section A as Maximum Annual Accumulation will be paid out as of December 31<sup>st</sup> of the vacation year.

## **ARTICLE 9: SICK LEAVE**

Section A. All regular full-time employees shall earn sick leave at the rate of 4.62 hours per payroll period, accumulation to seven hundred twenty (720) hours.

Section B. The EMPLOYER may require satisfactory evidence that sick leave was taken due to personal illness or injury. If an employee uses more than three (3) consecutive days of sick leave, a doctor's statement must be produced showing the reason for the absence. Sick leave may also be utilized for the illness or injury of an employee's family, as defined by and limited by Minn. Stat. Sec. 181.9413.

Section C. No sick leave is earned while on leave of absence or long-term disability.

## **ARTICLE 10: FUNERAL LEAVE**

Section A. Three (3) days absence without loss of pay shall be allowed an employee in case of death in the immediate family, namely: spouse, children, stepchildren, parents, brother, sister, grandparents, spouse's grandparents, mother-in-law, and father-in-law.

Section B. One (1) day without loss of pay shall be granted an employee for attending funeral as a pallbearer or color guard.

## **ARTICLE 11: INJURY ON DUTY**

Section A. Employees who are injured on duty and who qualify for Workers' Compensation shall be eligible for injury on duty pay on the date the employees begins drawing Workers' Compensation benefits.

Section B. Employees qualifying for Section A shall be compensated an amount equal to the difference between the Workers' Compensation benefit and the employee's base wage. Such compensation shall not exceed an amount equal to six (6) months of the employee's regular monthly rate of pay per disabling occurrence. This payment shall not be deducted from accrued leave.

## **ARTICLE 12: SEVERANCE PAY**

Section A. Upon termination after completion of five (5) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid ten dollars (\$10) per day of accumulated sick leave, up to a maximum of ninety (90) days (720 hours). Upon termination after completion of ten (10) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid thirty dollars (\$30) per day of accumulated sick leave, up to a maximum of ninety (90) days (720 hours). Upon termination after completion of twenty (20) years of continuous service to the EMPLOYER as a full-time, regular employee, an employee shall be entitled to be paid forty dollars (\$40) per day of accumulated sick leave, up to a maximum of ninety (90) days (720 hours).

Section B. In the event of the employee's death, payment shall be made to employee's designated beneficiary or to the employee's estate.

Section C. An employee, discharged for just cause or terminated as a result of just cause discipline, and/or leaves without the required two (2) weeks' notice to the EMPLOYER, will be ineligible for severance pay. An employee who is ineligible for severance pay may request the EMPLOYER to review the employee's reasons, so as to make the employee eligible. The EMPLOYER'S decision after this review is final and not grievable under Article 14.

## **ARTICLE 13: SENIORITY**

Section A. All regular employees working for the Police Department of the City of Gilbert, and covered by this AGREEMENT, shall be placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total continuous service for the City of Gilbert. All new employees shall be placed on the seniority list after the completion of a one (1) year probationary period, and during such period, employees may be discharged by the EMPLOYER without cause and without same causing breach of this AGREEMENT or

constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted. Such employee shall again acquire seniority upon return to employment.

Section D. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay when such an appointment is made.

Section E. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) days' time in which to make application to fill the vacancy or new position. Newly-created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked, necessary qualifications, and the classification.

The EMPLOYER and the Union agree with the principle that seniority be a factor in filling vacancies or new positions.

Section F. The seniority list shall be brought up to date January 1 of each year and posted on employee bulletin boards.

Section G. All employees shall receive longevity according to the following schedule:

Years of Service	Percentage of Pay
5-9	2% of pay
10-14	3% of pay
15-19	4% of pay
20-24	5% of pay
25 plus	6% of pay

**ARTICLE 14: LAYOFFS**

Section A. In the event of a layoff, regular employees shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inverse order of layoffs.

Section B. In the case of reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided the employee has the necessary qualification to perform the duties of the job involved.

Section C. In the event a general layoff is contemplated, the EMPLOYER agrees to call in LELS

to meet and confer before any action is taken.

Section D. In the event a general layoff continues for a period of 24 months, an employee on layoff could then be removed from the seniority list.

Section E. Any employee on layoff and recalled by the City, at the last known address of the employee, by registered mail, must be available to report for work within 14 calendar days. Failure to report shall be construed as a voluntary resignation.

## **ARTICLE 15: GRIEVANCE PROCEDURE**

### Section A.

Subd. 1. For the purpose of this AGREEMENT, the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this AGREEMENT.

Subd. 2. In the event of such grievance arising there shall be no suspension of operations, but an earnest effort shall be made to resolve such grievances in the manner prescribed by this AGREEMENT.

Section B. Procedure. Grievance 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) days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give the employees an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days, after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by LELS within ten (10) calendar days shall be considered waived.

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

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

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by LELS within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board."

#### Section C. Arbitrator's Authority.

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and LELS, and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever comes later, unless the parties agree to an extension.

Subd. 3. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and LELS 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 D. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, LELS may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and LELS in each step.

## **ARTICLE 16: DISCIPLINE AND DISCHARGE**

Section A. Discipline. Disciplinary action by the EMPLOYER shall be for just cause only and depending upon the seriousness of the incident shall include any of the following:

Oral reprimand,  
Written reprimand,  
Suspension,  
Demotion,  
Termination.

If the EMPLOYER has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

Prior to demoting or suspending an employee as disciplinary action for an alleged violation of published rules and/or regulations, the EMPLOYER shall prepare and serve a statement of charges as outlined in this Article. If the intent is a demotion, the position to be demoted to shall be identified; if the intent is a suspension, the intended time of suspension shall be identified.

Section B. Discharge. Discharge of an employee shall be for just cause only. If the EMPLOYER intends to discharge an employee, the EMPLOYER shall prepare and serve a statement of charges as outlined in this Article, along with a statement of intent to discharge.

If the EMPLOYER, because of the serious nature of pending charges against an employee, causes the immediate suspension of said employee, the statement of charges shall be served within forty-eight (48) hours.

Section C. Statement of charges. The statement of charges shall be in written form and shall contain the allegations that will be presented by the EMPLOYER at any hearing, to justify the intended action. The charges shall be served upon the employee with a copy by registered mail to LELS.

Section D. LELS Procedure, upon receipt of the statement of charges, LELS and/or the employee within fifteen (15) days shall respond to the statement of charges. The response may include one of the following:

1. A notice of intent to arbitrate the matter under the grievance procedure of this AGREEMENT.
2. A notice of intent to use Choice of Remedy as identified in this Article.

Section E. Choice of Remedy. If a grievance is provided by a system of Civil Service or other

such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the Civil Service of other such body's procedure, and in no event may a grievant avail themselves of both procedures.

Section F. Personnel Records. Copies of all letters of commendations, complaints and written reprimands that are entered into an employee's personnel file shall be given to the employee and said employee shall be permitted to respond thereto. Such responses shall be attached to and made a part of the personnel file. An employee shall have the right to review the contents of their personnel file upon their requests.

**ARTICLE 17: GENERAL PROVISIONS**

Section A. The EMPLOYER and LELS shall work to the end of abolishing all part-time jobs wherever possible.

Section B. There shall be no replacement of regular employees by voluntary or relief workers.

Section C. The EMPLOYER will pay for all physical examinations, if required by the City of Gilbert or by any State rules or regulations.

Section D. Safety. No employee shall be disciplined for refusal to operate unsafe equipment after such employee has notified the EMPLOYER that such equipment is unsafe.

Section E. Friday & Saturday shifts. Two (2) police officers shall be scheduled 7:00 p.m. to 3:00 a.m. on Friday and Saturday and on holidays designated by the Chief of Police, and as necessary to cover special events. In the event the Union disagrees with scheduling relative to designated holidays or special events, the matter shall be presented to the City Council for resolution. In the event the Union's position is rejected, the Union reserves the right to proceed with grievance arbitration.

**ARTICLE 18: SAVINGS CLAUSE**

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

**ARTICLE 19: UNIFORM ALLOWANCE**

Section A. The employer will provide the initial issue. Initial issue requirements will be determined solely by the employer and all uniform and equipment items remain the property of the employer.

Section B. The employer will provide a fund against which employees may draw for replacement of uniform items. On January 1 of each year, each employee's account will be credited with \$850.00 to be used by the employee for replacement uniforms. Upon submission of a paid receipt or a bill for law enforcement related items as approved by the Chief, employees will be reimbursed for the receipt or the bill will be paid, to the extent that funds remain in the employee's uniform account.

Section C. Employees will be responsible to maintain their uniform in a neat and presentable condition. The Chief may mandate that a uniform item no longer be worn if, in the opinion of the Chief, such uniform item is not neat and presentable. Any uniform item no longer worn on duty by the employee must be returned to the City, and when an employee quits or retires from the City all uniforms must be returned to the City.

Section D. If the employer changes the style or type of uniform, the employer shall pay for the new uniforms.

**ARTICLE 20: P.O.S.T. BOARD TRAINING**

Section A. The EMPLOYER'S prior approval shall be obtained on all training taken.

Section B. The EMPLOYER will pay at straight time rates up to sixteen (16) hours per year for P.O.S.T. Board Training. Any training beyond sixteen (16) hours per year is at the expense of the employee.

Section C. The EMPLOYER will pay according to its current policy, expenses in connection with the sixteen (16) hours or EMPLOYER-paid training. Expenses incurred beyond the sixteen (16) hours will be at the employee's expense, unless the training is approved by the EMPLOYER.

**ARTICLE 21: EMPLOYER AUTHORITY**

The EMPLOYER retains the full and unrestricted right except as limited by this AGREEMENT, to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct and determine the number of personnel; and to establish work schedules.

**ARTICLE 22: INSURANCE**

Section A. Health Insurance. The EMPLOYER will provide health insurance at the current level of benefits for employees and their dependents.

Beginning on January 1, 2012, the EMPLOYER will provide health insurance at the current level

of benefits for employees and their dependents, in the form of a VEBA plan. The VEBA plan will be the 1200/2400 deductible plan. The EMPLOYER shall contribute the entire amount of the deductible.\*\* As to the premium, the EMPLOYER shall pay ninety percent (90%) and the employee shall pay ten percent (10%).

\*\*The Employer will contribute 100% of the deductible to the employee’s VEBA accounts; For any employee who voluntarily leaves employment from the City of Gilbert during any calendar year for which the City has deposited the VEBA contribution, the City may withdraw from the employee’s Select Account a pro rata amount of the contribution based on the number of months remaining in the year. No withholding shall be taken if the employee has utilized the entire VEBA contribution prior to separation.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, tax or fines for the Employer.

Section B. Life Insurance. The EMPLOYER will provide and pay 100% of the premium for group life insurance for each employee. The life insurance coverage will be \$35,000.

Section C. Dental Insurance. The Employer will provide Dental Insurance consistent with “Plan 1” (\$2000 plan). Effective January 1, 2014, the EMPLOYER will contribute a set dollar amount towards group dental insurance including dependent insurance. Effective January 1, 2014, the EMPLOYER will contribute the following amounts per month per employee:

Single	\$40.60
Single + 1	\$71.96
Family	\$95.60

Section D. Employees not choosing dependent coverage cannot be covered at EMPLOYER'S expense for any additional insurance than the individual group health or dental insurance.

Section E. Retirement Benefit: Effective January 1, 2001, after twenty-five (25) years of service with the City, and at the age of fifty-five (55) years or older, the Employer will provide the employee and the employee's dependents, upon retirement, the same hospital and medical insurance coverage as is then presently provided to the active employees of the City of Gilbert covered under this Agreement. The Employer shall pay the same percentage of the cost of the premium for this insurance, and the retired employee shall pay the balance of the cost of the premium.

In the case where the employee is eligible for coverage under Federal Medicare Provisions, the employee shall be required to apply for such coverage and, they shall then be covered under the supplemental Blue Cross Blue Shield or equivalent plans.

The above benefit shall continue only as long as the retiree is alive.

Section F. The above retiree benefits shall become null and void for any employee hired after December 31, 2006.

Section G. City shall provide a Flex Plan to employees.

Section H. A long term disability policy shall be provided which provides for sixty-six and two-thirds (66 2/3%) of the employee's regular straight-time salary after an absence of ninety (90) days which qualifies for sick leave payments under the provisions of Article 9. Sick Leave. The City's policy currently has a \$2,000 per month cap, which may be renegotiated at a later date.

**ARTICLE 23: DURATION**

Except as herein provided, this AGREEMENT shall be effective January 1, 2017, and shall continue in full force and effect until December 31, 2019, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this AGREEMENT shall notify the other in writing by July 1st of the year in which the modifications are desired so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

CITY OF GILBERT

LAW ENFORCEMENT LABOR SERVICES, INC. (Local #15)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Agent                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

### Section A. Wages: MONTHLY WAGE RATE EFFECTIVE

2017-2019 agreement, pay for eleven holidays and one floating holiday are included in the base monthly wage rate:

	2014	2015	2016
Start	\$3,162.15	\$3,225.41	\$3,289.95
After 1 year	\$3,430.30	\$3,498.92	\$3,568.92
After 2 years	\$3,784.54	\$3,860.24	\$3,937.47
After 3 years	\$4,114.84	\$4,197.08	\$4,281.06

### Section B. Rank Differential

Sergeant or Lieutenant      \$90.00 per month

K-9      \$45.00 per month

### Section C. Out of Class Pay

When an employee performs Chief of Police duties for an entire shift, the employee will receive out of class pay for all hours worked (8 hours or more) and for on-call (8 hours). If the employee is called out on the employee's day off or after the end of shift, the employee's wage will be the out of class pay rate for the call-out and will be paid consistent with Article 6, Section C.

Out of class pay      \$5.00/hour

**APPENDIX B**  
**Memorandum of Agreement**

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

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect from January 1, 2017, through December 31, 2019; and

WHEREAS, Article 6 Hours of Work Section A: requires that the City compensate at overtime rate for employees working in excess of 168 hours.

NOW, THEREFORE, the parties agree as follows:

For the term of January 1, 2017, through December 31, 2019 the parties agree to waive Section A as long as the schedule is set at twelve hour shifts.

WHEREAS, Article 17 General Provisions Section E: requires minimum two officer weekend coverage.

NOW, THEREFORE, the parties agree as follows:

For the term of January 1, 2017, through December 31, 2019 the parties agree to waive Section E as long as the schedule is set at twelve hour shifts.

This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.

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

CITY OF GILBERT

LAW ENFORCEMENT LABOR SERVICES, INC. (Local #15)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Agent                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Gilbert  
Request for City Council Action

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**Date:** November 17, 2016

**Issue:** Technology Services Agreement with Eveleth Police Department

**Background:** The City Council approved a draft agreement for Technology Services with the Eveleth Police Department. The city of Eveleth made some minor changes and signed the agreement with an effective date of November 1, 2017.

**Council Action:**

City Council action is requested to approve the Technology Services Agreement Between the Cities of Gilbert and Eveleth on behalf of the Eveleth Police Department with an effective date of November 1, 2016 for a contract amount of \$1,300.00 per month

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**Technology Services Agreement Between  
The Cities of Eveleth and Gilbert**

This Agreement, effective <sup>November</sup> ~~October~~ 1, 2016, is made by and between the City of Eveleth, a Minnesota municipal corporation, acting on behalf of its Police Department, with offices located at 413 Pierce Street, Eveleth, MN 55734, hereinafter referred to as "Customer", AND the City of Gilbert, a Minnesota municipal corporation, acting on behalf of its Police Department, with offices located at 16 Broadway Street South, Gilbert, MN 55741, hereinafter referred to as "Technology Consultant."

1. This Agreement sets forth the entire agreement of the parties, and supersedes all prior or contemporaneous oral or written understandings, statements, representations, or promises with respect to the maintenance of the items specified in the Equipment List, attached hereto and incorporated herein as Exhibit A. No other terms and conditions shall be included or implied unless agreed to in writing and signed by the parties to this Agreement.

2. Term of Agreement. Either party may cancel this Agreement upon ninety (90) days' notice to the other party. Notices shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the Technology Consultant shall be delivered to the Gilbert Chief of Police at 16 Broadway Street South, P.O. Box 548, Gilbert, MN 55741, and notice to the Customer shall be delivered to the Eveleth Chief of Police at 415 Pierce Street, Eveleth, MN 55734.

3. Scope of Services. All services performed under this Agreement will be provided by Steve Peterson, the Technology Consultant's IT Manager/EMS Director or such other representative of the Technology Consultant, authorized by the FBI and BCA security policy guidelines to perform the services to be provided pursuant to the terms of this Agreement. The Technology Consultant shall be responsible for determining his/her own schedule; however, the Technology Consultant shall establish office hours in which an authorized representative is available to Customer's staff. The Technology Consultant agrees to provide the following services and perform the following work:

(a) Consultation Services. The Technology Consultant will consult with employees and the administration of the Customer concerning computer security policies of the Customer, and violations of that policy by employees/staff of the Customer.

(b) Routine Maintenance Services. The Technology Consultant shall perform the following routine maintenance and adjustment services to the hardware and software of the equipment listed in Exhibit A:

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Hardware	Software
1.) Cleaning and dusting the fans and internal components as needed.	1.) Antivirus security updates and configuration.
2.) Maintenance of Network related devices listed in Exhibit A.	2.) Assist users install and troubleshoot operating systems service packs and updates.
3.) Recommend hardware upgrades to maximize Customer's system.	3.) Removal of temporary and unnecessary files that are cluttering Customer's hard disks.
4.) Replacing any malfunctioning hardware.	4.) Optimize hard disks and rearrange data if needed.
5.) Coordinate reprogramming for VPN tunnel when State and/or County addresses are added or updated.	5.) Remove unnecessary programs and start-ups that are slowing Customer's system.
	6. Detect registry and operating system problems
	7.) Network Optimization.
	8.) User support of PsPortals, MyBCA, Shield.
	9.) User support of Velosum, TicketWriter

(c) Remedial Maintenance Services. Remedial Maintenance Services resulting from the failure of any equipment listed in Exhibit A shall be performed by Technology Consultant upon notification by the Customer. Technology Consultant will respond as soon as possible but in any event no later than four business days after such notification. Technology Consultant also shall attempt to be available for telephone consultations by cell phone on a twenty-four hour per day basis to help Customer deal with computer system and hardware emergencies.

(d) Specialized Services. Technology Consultant will assist Customer's staff with the training, operation, and database upkeep of Customer's incident complaint reporting software, records management system, and computerized aided dispatching. In addition, the Technology Consultant will provide technical representation for the Customer at NEMESIS group meetings, BCA audits, and other meetings when requested by the Customer, and the Technology Consultant is available.

4. Shared Network and Server. Technology Consultant shall provide to Customer use of a shared network and server. Technology Consultant will make every effort to ensure connectivity with the shared network and between all sites, but Customer acknowledges that there can and will be down time/outages, some beyond the control of Technology Consultant.

Customer's use of the shared network is not exclusive; Customer acknowledges that Technology Consultant reserves the right to permit other police departments to utilize the shared network and server. Because of the nature of a shared network and server, there is potential that a security breach, virus, or hack as a result of the negligence of one party's employees or agents, could cause another party utilizing the shared network and server to sustain damages and losses. Negligence includes, but is not limited to, a violation of the computer security policy recommended by Technology Consultant. In the event that the negligence of Customer causes damages to Technology Consultant or another party utilizing the share network, Customer shall defend and indemnify Technology Consultant from and against all claims, damages, losses, and expenses. In the event that the

negligence of Technology Consultant or another party utilizing the shared network and server causes damages to Customer, Technology Consultant shall defend and indemnify Customer from and against all claims, damages, losses, and expenses.

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5. Additional Time Devoted by Technology Consultant. It is anticipated that extra projects or services will be needed by the Customer. The Technology Consultant will perform these services above and beyond the scope of services defined in Section Three of this Agreement, at an hourly rate of \$65.00 per hour or based on a per project proposal accepted by the Customer.

6. Project Management. The Customer may from time to time request that the Technology Consultant arrange for the services of others. With prior authorization of the Customer, all costs to the Technology Consultant for those services will be paid by the Customer.

7. This Agreement is not a hardware equipment warranty or insurance policy. The obligations of the Technology Consultant under this Agreement do not extend to cover replacement and repairs necessitated by:

- (a) Any additions, alterations, modifications or repairs not recommended or authorized by the Technology Consultant;
- (b) Equipment being used in a manner not in accordance with the instructions and recommendations of the Technology Consultant;
- (c) Negligence or want of care in use of equipment; and
- (d) Damage caused by an Act of God, storms, tempest, floods, earthquakes, enemies, riots, strikes, lockouts, fires, explosions, accidents and other things beyond the control of the Technology Consultant.

8. Place Where Services Will Be Rendered. The Technology Consultant will perform most services under this Agreement at Customer's Police Department, Gilbert City Hall, Gilbert Police Department (Gilbert and Biwabik office), East Range Police Department (Aurora and Hoyt Lakes), or remotely when deemed necessary. In addition, the Technology Consultant will perform support services on the telephone and at such other places in accordance with this Agreement.

9. The Customer shall provide without charge to the Technology Consultant adequate facilities for maintenance and repair of Customer's equipment and systems including but not limited to: job specific tools, office space, a computer, electricity, phone, and storage space.

10. The Customer shall not make or allow additions, alterations, modifications or repairs to the equipment listed in Exhibit A, by anyone other than an authorized representative of the Technology Consultant, or such technicians employed by the Customer as have been approved for that purpose by the Technology Consultant. If the Customer permits the equipment to be otherwise repaired, maintained, or adjusted, the Technology Consultant shall not be responsible for any damage to the equipment or loss of use suffered by the Customer.

11. Payment to Technology Consultant. For its services performed under this Agreement, the Customer shall pay to the Technology Consultant one thousand three hundred dollars (\$1,300.00) per month, due and payable no later than the forty-fifth (45) day following the last day of the month in which the invoiced monthly services were rendered.

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All replacement parts required by the Technology Consultant to service the equipment listed in Exhibit A will be supplied by the Technology Consultant and invoiced to the Customer at cost. Additional time and special projects as described in Sections Four and Five will be invoiced to the Customer. Invoices shall be paid within 45 days after Customer receives the Technology Consultant's invoice.

A fee will be charged for payments received after the due date. A service fee is computed on a monthly rate of 1.5% (18% annually) with a minimum service charge of \$1.00. All returned items and/or replacement parts are subject to a 15% restocking fee. There will be a \$30.00 fee charged for each returned check.

12. Confidential Information. The Technology Consultant agrees that any information received by the Technology Consultant during furtherance of the Technology Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Customer, will be treated by the Technology Consultant in full confidence, and will not be revealed to any other persons, firms or organizations.

The Technology Consultant agrees to fully abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Technology Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Technology Consultant in performing those functions that the Customer would perform is subject to the requirements of Chapter 13, and the Technology Consultant must comply with those requirements. This does not create a duty on the part of the Technology Consultant to provide the public with access to public data if the public data is available from the Customer, except as required by the terms of this Agreement.

13. Independent Contractor. Under this Agreement, the Technology Consultant is an independent contractor and nothing contained in this Agreement shall create or be construed as creating the relationship of employer and employee between the Technology Consultant and Customer. Accordingly, Technology Consultant is not eligible for worker's compensation or unemployment compensation benefits through Customer, and it is the Technology Consultant's sole obligation to comply with the applicable provisions of all federal and state tax laws with respect to any payments to Technology Consultant hereunder.

13.5. The Technology Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Technology Consultant agrees to maintain municipal liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, vehicles, personal injury, advertising injury, and contractually assumed liability. The Customer shall be endorsed as an additional insured on all such liability insurance coverage policies.

14. Each party shall, defend, hold harmless and indemnify the other from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the party's negligence performance or failure to perform its work, duties, or obligations under this Agreement. The parties' duty to hold harmless and indemnify the other is subject to the statutory tort liability limits of Minnesota Statutes, Chapter 466. This indemnity obligation shall survive the completion or termination of this Agreement.

15. Waiver of any default or breach of this Agreement shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement, unless it is stated to be as such in a written document approved and signed by the parties to this Agreement.

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16. NOTICES: Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first-class postage prepaid, registered, return receipt requested. Notices shall be properly addressed if addressed to the parties as follows:

If to the Customer:

City of Eveleth Police Department  
Attn: Tim Koivunen, Chief of Police  
415 Pierce Street,  
Eveleth, MN 55734

If to the Technology Consultant:

City of Gilbert Police Department  
Attn: Steve Peterson, IT Manager/EMS Director  
P.O. Box 548  
16 South Broadway  
Gilbert, Minnesota 55741

The addresses for notices may be changed by written notice given to the other party as provided above.

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IN WITNESS WHEREOF, the undersigned duly authorized agents or officials of the parties have executed  
s Computer Services Agreement.

**CITY OF GILBERT**, a Minnesota municipal corporation:

BY:
ROBERT KUTSI
TITLE: MAYOR
DATE: October ____, 2016

**CITY OF EVELETH**, a Minnesota municipal corporation

BY: 
ROBERT VLAISAVLJEVICH
TITLE: MAYOR
DATE: OCTOBER ____, 2016

BY:
DEBRA SAKRISON
TITLE: CITY CLERK
DATE: October ____, 2016

BY: 
JACKIE MONAHAN-JUNEK
TITLE: CITY ADMINISTRATOR
DATE: OCTOBER ____, 2016



City of Gilbert  
Request for City Council Action

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1/10

**Date:** November 18, 2016

**Issue:** New Job Description for Computer Information Technology Manager and Employment Agreement for Steve Peterson

**Background:** Now that the city of Gilbert is establishing IT contracts with area Police Departments, the Job Description for IT needs to be updated to reflect the additional job duties.

With the new Job Description, a new Employment Agreement has been negotiated.

**Council Action:**

City Council action is requested to approve the Computer Information Technology Manager Job Description dated November 22, 2016 and to approve the Employment Agreement with Stephen Peterson to perform the job duties of Computer Information Technology Manager.

2/10

**Computer Information Technology Manager  
City of Gilbert**

Title: Computer information Technology Manager  
Effective Date: November 22, 2016

**DESCRIPTION OF WORK**

General Statement of Duties: Performs responsible management, administration, oversight, maintenance and installation regarding all of the City's (including, but not limited to, Police Department and the Gilbert Public Library) computers, computer systems, computer data bases, networks and all related computing environments, including all related computer hardware, systems software, applications software, all computer configurations and related technology, and performs all other and related duties as required, directed or requested.

Supervision Received: Works under the administrative oversight of the City Clerk-Treasurer and under the oversight of the City Council.

Supervision Exercised: Provides technological and technical direction, advice, recommendations and information to all City employees (including, but not limited to, all employees of the Police Department and the Gilbert Public Library) regarding any and all computer technology issues, questions, systems and applications.

**TYPICAL DUTIES PERFORMED**

The listed examples may not include all duties performed in the position. The City Clerk-Treasurer may, from time to time, assign other duties as deemed necessary and appropriate.

- Confers with any of the City's employees and officials who utilize computers or computer systems as part of their job functions to determine, troubleshoot and repair hardware/software, network and/or database problems.
- Analyzes any computer technology or network problems and resolves when possible by replacing nonfunctional hardware or software.
- Actively communicates and consults with City department heads, employees and officials to establish technology priorities and to ensure the properly functioning of the City's computers, computer systems, networks and databases.
- Distributes and installs computer hardware, related peripherals and software to fulfill user requests or as directed by the City Clerk-Treasurer or the City Council.
- Maintains an inventory database to track computer hardware and software distributed to City employees and officials.
- Provides training to City employees and officials in computer and network use or in use of any new computer hardware, software or other technology.
- Oversees, performs and implements computer data or database backups and related data recovery operations.
- Coordinates IT efforts among departments, as needed, to identify, prioritize and communicate computer support needs, including research, troubleshooting, training, and implementation.
- Responsible for LAN administration including hardware and software installation and maintenance.

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- Responsible for the pro-active management and monitoring of the City network and systems.
- Manage the security and integrity of the City network and applications according to the guidelines set forth by the City and adapted policies such as PCI, HIPAA, and FBI.
- Monitors PC and LAN performance, troubleshoots LAN and WAN problems including server, switches, printers, and other LAN peripherals.
- Implements and provides technical support for voice services and equipment, such as voice mail systems and telecom systems.
- Manage the organization's application and software licensing.
- Assist in the development and management of the Information Technology budget.
- Provides first level support for mobile phones.
- Oversees and manages print services for printers.
- Acts as an in-house consultant providing technical assistance on city-wide software applications, as needed, and aides departments in selecting and implementing major applications to meet specific department needs, including contracting for services.
- Coordinates activities with network support services and other external resources and agencies as appropriate.
- Evaluates and recommends appropriate information technology hardware and software.
- Researches policy direction to advise and support senior staff and City Council on IT issues.
- Assists in both short and long range IT planning.
- Prepares bid specifications for the purchase of IT hardware and software and contacts vendors to obtain specifications and price quotations; purchases equipment as needed.
- Maintains and communicates the Computer Users policy, under the direction of the City Clerk-Treasurer.
- Accountable for the coordination of the maintenance of the City's 800 MHz radios.
- Plans, coordinates, oversees and implements network security measures to protect data, software and hardware.
- Configures, monitors, implements and maintains email applications and virus protection software.
- Monitors and oversees the performance of computer systems and networks, and to coordinate computer network access and use.
- Monitors network performance to determine whether adjustments need to be made, and to determine where changes will need to be made in the future.
- Researches and stays up-to-date regarding new technologies and implements or recommends the implementation of new technologies.
- Monitors, tracks and analyzes computer technology equipment performance to determine the need for repair or replacement.
- Maintains an inventory of parts for emergency repairs.
- Recommends changes to improve systems and network configurations, and to determine hardware or software requirements related to such changes.
- Will work under the direction of the Chief of Police for the completion and submission of all state and/or federally mandated computerized on-line reporting requirements, and any other related duties as assigned, directed or requested.
- Any and all other duties as assigned or directed.

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*If the Computer information Technology Manager encounters any problems with the described duties where time would not allow completion of said duties, he/she shall advise the City Clerk-Treasurer and any necessary adjustments in duties/workload will be discussed and any agreed upon adjustments will be implemented.*

## **COMPETENCIES**

- Extensive knowledge of and background, education and training in computers, computer hardware, computer software, networks, data bases, and related technologies, and set-up, implementation, maintenance, troubleshooting and repair of same. Able to operate and have good overall command of City's technical environment and all related systems, hardware, software, software packages, networks, and databases.
- Leadership Skills – Able to initiate action, make good judgements, give direction, and motivate others. Must fully understand and practice the organization's goals, policies, and procedures.
- Organizational and Time Management Skills – Able to organize and prioritize workload to meet deadlines. Must pay close attention to detail in order to identify and correct errors and understand the needs of the City's operations, departments, employees and officials.
- Communication – Able to give clear information, orally and in writing, listen effectively, and get unbiased information. Good listening skills are crucial in order to problem solve with others.
- Interpersonal – Able to interact professionally and tactfully with a variety of personalities. Personal flexibility and adapt to change is necessary.
- Team Work – Able to organize the area of responsibility and serve as a team member to accomplish tasks, work with others, and create a harmonious work environment.
- Interdepartmental Cooperation – Able to form bonds with others outside the area of responsibility, analyze problem areas of potential cooperation, and work effectively with others on common concerns.
- Compliance – Understands and rigorously follows all policies and procedures of the City of Gilbert.

## **EDUCATION AND EXPERIENCE / MINIMUM QUALIFICATIONS**

- At least a 2 year degree, with a minimum of 10 years work experience in computer information technology management.
- Use of NCIC/MNJIS Hot Files, NCIC 2000 Files, and Interstate Identification Index.
- Bureau of Criminal Apprehension (BCA) certification for Criminal Justice Information System or the ability to obtain upon employment.
- Conducting training for adult learners in criminal justice agencies.
- Use of computer hardware and software including presentation software, Word, Excel and Power Point.
- Working knowledge of criminal justice partner interrelationships.
- Excellent communication skills.

## **PREFERRED QUALIFICATIONS**

- More than 3 years' experience working in a criminal justice agency.
- CJDN Operator certification.

- Ability to: Read and comprehend public administration texts, federal rules, state statutes, government documents and related literature as well as bulletins, manuals, rules, etcetera sufficient to interpret, revise and/or draft them. Write reports, bulletins, procedures, rules and correspondence sufficient to explain and clarify the program and promote substantive changes.
- The ability to adapt to continuous organizational and program changes sufficient to work constructively under pressure, cope with ambiguity and setbacks. Ability to effectively present and speak in public settings.

**ADDITIONAL REQUIREMENTS**

This position requires successful completion of the following:

Employee must submit to a background investigation prior to employment, which could include any or all of the following components:

- criminal history
- reference check
- driver's license
- drug screen
- fingerprint check
- education verification

**ESSENTIAL PHYSICAL FUNCTIONS AND WORKING CONDITIONS**

- Must be able to stoop, crouch or kneel, crawl, reach, pull, push and grasp.
- Must be able to perform a fair amount of lifting and carrying, being able to lift up to 70 pounds.
- Must be able to express or exchange ideas by means of spoken words.
- Must be able to receive and understand detailed information through verbal and writing communications.
- Must possess correctable visual acuity to use computer systems.
- Must have a valid driver's license.

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

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## EMPLOYMENT AGREEMENT

**AGREEMENT** made by and between **STEPHEN PETERSON** (sometimes hereinafter referred to as "Employee") and the **CITY OF GILBERT** (sometime hereinafter referred to as "City").

**WHEREAS**, the City desires to employ Stephen Peterson in the position of Computer Information Technology Manager for the City of Gilbert to perform those job duties and responsibilities as stated and defined by the job description for the position as approved, and as may be amended from time to time, by the Gilbert City Council.

**WHEREAS**, it is the desire of the City to provide certain compensation and benefits and to establish certain terms and conditions of employment for said Employee.

**WHEREAS**, Stephen Peterson desires to be employed as the Computer Information Technology Manager for the City of Gilbert, pursuant to and under the terms, conditions, compensation and benefits as stated in this Employment Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the City and Employee agree to the following compensation, benefits, terms and conditions of employment:

1. **Right of City to Contract out Employee to Other Entities:** It is agreed and understood that City may contract with other entities for Employee to provide Computer Information Technology Services rendered by Employee. For any such services to be provided to other entities, best efforts will be made for Employee to provide those services in conjunction with his normal daily work hours and not in excess of his normal daily work hours.

2. **Annual Salary:** Effective November 22, 2016, City agrees to pay Employee an annual salary of \$59,030.00, payable in installments at the time of and in conjunction with the City's regular payroll periods. This is an "at-will" employment relationship for an indefinite term (and not for a set term or duration) and the employment relationship is terminable by either party at anytime. However, if Employee continues to be employed in the position of Computer Information Technology Manager for the City and if Employee receives satisfactory annual performance evaluations, then, in 2017, on the anniversary date of hire, the City will increase the Employee's annual salary by 2%, and an additional 2% on the Employee's anniversary date in 2018 and 2019.

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In Addition to the annual salary, Employee shall receive longevity pay according to the following schedule:

Years of Service	Percentage of Pay
1-4	1% of pay
5-9	2% of pay
10-14	3% of pay
15-19	4% of pay
20-24	5% of pay
25 plus	6% of pay

In the event the City contracts with other entities for Employee to provide Computer Information Technology Services rendered by Employee then a stipend shall be added to the employee's base annual salary. Compensation will be based on 30% of the monthly contract amount. (I.e. an annual contract of \$15,600.00 would increase the Employee's salary annual salary by \$4,680.00)

3. **Hours of Work; Exempt and Confidential Position:** The position of Computer Information Technology Manager is considered a full-time position and shall require the full time efforts of the Employee. The Employee will have and maintain a regular presence at City Hall and other City of Gilbert facilities or buildings (as needed and/or directed). On occasion, Employee will have to work (without any additional compensation being paid) hours in excess of his regular work day as needed, directed or requested or to attend occasional evening meeting as needed, directed or requested. It is agree and understood by both parties that this position is considered a management and professional level salaried, exempt position and, as such, is exempt from the overtime pay requirements of the Federal Fair Labor Standards Act and the Minnesota Fair Labor Standards Act. As a salaried, exempt employee, it is not necessary for Employee to account for his hours worked in excess of or less than the normal work week, except as may be necessary for the proper tracking and accounting of Employee's use of any paid leave time, such as paid vacation, paid sick leave, or paid personal days. Employee also is considered a "confidential employee", as defined by the Minnesota Public Employment Labor Relations Ant ("PELRA"), Minn. Stat. Sec. 179A.03, Subd. 4(1).

4. **Limitations on Outside Work Activities:** Employee shall not engage in any outside activities, whether or not for compensation, which would unreasonably interfere with his required attendance at work; unreasonably interfere with him attending to his job duties and responsibilities as the Computer Information Technology Manager for the City; or which would give the appearance of a conflict of interest.

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5. **Performance Evaluations:** The Gilbert City Clerk-Treasurer shall conduct an annual written evaluation of the Employee's job performance. The City Clerk-Treasurer also reserves the right to conduct performance evaluations on a more frequent basis than the annual evaluation, if the City Clerk-Treasurer determines that a more frequent evaluation process is warranted.

6. **Mobile Phone:** The City shall provide Employee with a cellular smartphone at no cost to the Employee. Employee agrees to make himself available whenever possible for emergencies and for special needs as they arise. Employee may use the phone for personal use as long as he does not create additional costs by doing so. Any additional charges that result shall be reimbursed to the City.

7. **Retirement Benefits:** The City shall make the regular City/Employer contributions to Employee's PERA account/fund, in accordance with the standard practice applicable to all other employees of the City and in accordance with standard employer contribution levels as defined and determined by PERA.

8. **Health Insurance Benefits:** Employee will be eligible for health insurance coverage (single or family plan) under the City's VEBA group health insurance plan, with the City paying ninety percent (90%) of the monthly premium for said coverage and Employee paying ten percent (10%) of the monthly premium. The City's contributions to Employee's VEBA account, under the City's VEBA group health insurance plan, will be at the same levels and amounts as the other regular full-time employees of the City covered by the AFSCME Union contract. In addition, City will contribute to an HSA for Employee at the same contribution levels (i.e., same contribution percentage or formula) as the other regular full-time employees of the City covered by the AFSCME Union contract.

9. **Dental Insurance Benefits:** City will contribute up to \$35.00 per month and 80% of any amount in excess of \$35.00 for Employee's dental insurance coverage, including dependent coverage, under the City's group dental insurance program.

10. **Life Insurance:** City shall pay one hundred percent (100%) of the monthly premium for group term life insurance coverage for Employee, with a death benefit of \$50,000.00.

11. **Paid Vacation Benefits:** Employee shall be eligible for 156 hours of paid vacation annually, which shall be on an accrual basis with vacation leave accruing at the rate of 6 hours per pay period.

12. **Paid Sick Leave and Long Term Disability Insurance Coverage:** Employee shall accrue paid sick leave benefits at the rate of twelve (12) hours per month, accumulative to a maximum of 720 hours. In addition, Employee will be covered under the City's group Long term Disability Insurance program (with the City paying 100% of the premium for said coverage).

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13. **Personal Days:** Employee also shall be entitled to three (3) paid personal leave days per calendar year. Employee's paid personal leave days shall not carry over from calendar year to calendar year.

14. **Paid Holidays:** Employee shall be eligible for the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. If a holiday falls on Saturday, the preceding Friday shall be considered as the paid holiday. If a holiday falls on Sunday, the following Monday shall be considered as the paid holiday.

15. **Dues and Subscriptions:** City shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement. All professional dues and subscriptions must be approved by the City Council.

16. **Professional Development:** City shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meeting and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee will obtain prior approval of the City Clerk and use good judgement in his outside activities so as to not neglect his primary duties and obligations to the City.

17. **General Expenses:** As for reimbursement of job related expenses incurred by Employee, Employee shall submit said expenses for reimbursement to be approved by the Gilbert City Council.

18. **Use of Personal Vehicle:** In the event that Employee uses his personal automobile for or while traveling on City business, the City will reimburse Employee at the standard IRS reimbursement rates for personal vehicle use.

19. **Funeral Leave:** Three (3) consecutive days absence with pay shall be granted to the Employee in the event of a death in the immediate family, namely: spouse, children, stepchildren, parents, brother, sister, grandparents, mother-in-law or father-in-law.

20. **Jury Duty:** If Employee is called for jury service or subpoenaed as a witness in any court of law, Employee shall be excused from work for the days on which he is so called or subpoenaed. Employee shall be paid his regular salary for those days when he is required to be in court for jury duty or because he had been subpoenaed as a witness. At the completion of his service for jury duty or in the completion of his service as a subpoenaed witness, Employee must endorse his jury service or witness fee check to the City or pay those fees directly over to

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the City, since he continued to be compensated at his regular rate of pay during the time of his jury service or witness service.

**21. At-Will Employment; Termination of Employment Relationship:** Computer Information Technology Manager position is considered an "at-will" position and Employee is considered an "at-will" employee. This is an "at-will" employment relationship for an indefinite term (and not for a set term or duration) and the employment relationship is terminable by either party at any time. As an "at-will" employee, Employee is subject to termination at any time at the sole and exclusive discretion of the Gilbert City Council. In the event that the Gilbert City Council eliminates or abolishes Employee's position, resulting in the Employee being laid off, or if the City Council terminated employee, City shall pay Employee a severance package of six (6) months salary and (6) months paid health insurance benefits, under the City's group health insurance plan, at the same monthly premium cost sharing arrangement as was in place at the time of the layoff or termination. In addition, City shall pay to Employee the cash-out value of his unused vacation leave. Upon layoff or termination the employee shall be entitled to be paid thirty dollars (\$30.00) per day of accumulated sick leave up to a maximum of ninety (90) days. Employee is not entitled to any cash-out payment of his accrued, unused personal leave days.

**22. Subsequent Agreement:** If Employee has completed three (3) years of employment in his position of Computer Information Technology Manager, then the City and Employee shall engage in good faith discussions regarding a possible, new employment agreement for Employee or any possible changes or modifications to the compensation and benefits to be paid or provided to Employee. In the event the parties are not able to arrive at or agree upon a new agreement for Employee in that regard, then this Employment Agreement shall remain and continue in full force and effect until it is changed or modified by written mutual agreement of the City and Employee or until the separation of the Employee's employment from the City.

**23. Complete Agreement:** This Employment Agreement contains the entire agreement between the parties. There are no understandings or other agreements, verbal or written, express or implied, not contained in this Agreement. All negotiations and understandings are integrated and merged into, and superseded by, this Agreement.

CITY OF GILBERT

EMPLOYEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert Kutsi, Mayor

\_\_\_\_\_ Date: \_\_\_\_\_  
Stephen Peterson

ATTEST

\_\_\_\_\_ Date: \_\_\_\_\_  
Debra Sakrison, City Clerk-Treasurer

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A

**E.F.G.S.D. JOINT POWERS RECREATION BOARD MEETING**  
**Wednesday October 12, 2016**

Meeting called to order by Chairperson Maroste @ 5:18 p.m.

Roll Call: Present: Maroste,, Hultman, Lautigar, Torrel, Forte, Coombe and Director Homola.

Absent: Lindseth and Peterson

Approval of minutes: Motion by Hultman, 2<sup>nd</sup> by Forte, to approve the minutes of the September 14, 2016 meeting. Motion Carried.

Financial Report: Motion by Lautigar, 2<sup>nd</sup> by Torrel, to approve the financial report as posted and the September 2016 bills in the amount of \$5,846.30 M.C.

Correspondence: Motion by Torrel, 2<sup>nd</sup> by Coombe, to allow Easton Young to try out for the Bantam A team. Motion Carried.

Old Business: A. Volleyball: The Volleyball program went well again this season. The program will end Oct. 27, 2016.

B. Flag Football: Numbers were good this season. Program went well and will finish up Oct. 18, 2016.

C. Figure Skating: Registration numbers are low to date – anticipate more. Maddi Maroste will lead the program this season.

D. 2014 / 2015 Audit: The audit is complete. Director will send to entities.

New Business: A. Youth Hockey: Motion by Hultman, 2<sup>nd</sup> by Lautigar, to approve the following coaches: Mini-Mite/Mites: Justin Klakoski, Alex Hejda, Ryan Harju. Mini-Mites: Jamie Bonicatto. Squirts: Mark Mikulich and Chad Hutkowski. PWB: Joel Bradford and Jeff Jacobsen. 10U: Willie Spelts, Lyle Johnson and Jordan Evich. 12U: Jenn Otto, Kayla Moe and Avrielle Schnieder. Motion Carried.

B. 12U Girls Team: There will be a 12U & 10U Girls EG Area teams this season. They will practice together and there are coaches in place. Coach Torrel and the 12U /10U coaches met with parents to explain how the program will get started.

C. Basketball: Registration will be October 27, 2016 from 5:00 – 6:30 p.m. @ the Hippodrome.

D. Outdoor Rinks: Approve rink attendants @ the November 9, 2016 meeting

Motion by Hultman to adjourn, 2<sup>nd</sup> by Torrel. M.C. Meeting adjourned @ 5:54 p.m.

Respectfully submitted;  
J. Torrel – Sect./Treasurer

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B

City of Gilbert  
Request for City Council Action

**Date:** November 17, 2016

**Issue:** Range Association of Municipalities and Schools Board

**Background:** The city is a member of RAMS. The organization is soliciting nominations for the board of directors.

**Council Action:**

RECEIVED  
CITY OF GILBERT  
NOV 14 2016

November 9, 2016

RAMS MEMBERS:

As the year comes to a close it is time for our member units to take action on filling the 13 vacancies we will have on the RAMS board of directors. With the changes to the RAMS constitution passed last year, we now elect 12 members to the board on an annual basis. One of the 12 is a superintendent that will be nominated by the Superintendent's Association. The other 11 come from our townships, school districts or cities. (This year because Mayor Jugovich won his race for county commissioner, his position is also vacant, making it 13 open seats this year).

Attached is a list of the 13 current board members whose term of office expires at the end of 2016. Each member unit (City, Township, School District) has the right to submit a nominee to be placed on the ballot which will be voted on at the annual RAMS meeting to be held in January of 2017. **PLEASE MAKE CERTAIN THIS ITEM IS PLACED ON YOUR BOARD AGENDA IN NOVEMBER OR EARLY DECEMBER. Nominations must be submitted no later than December 19<sup>th</sup>, so we can assure they are placed on the official ballot for the annual meeting.**

You may decide to nominate the person whose term has expired, (as long as they still hold an elected seat with your local government unit) or someone else from your elected officials. You may decide not to nominate anyone. The choice is yours; but if you do nominate someone, PLEASE RETURN THE OFFICIAL NOMINATION FORM by DEC 19<sup>th</sup>. The form may be emailed to: [sgiorgi@ramsmn.org](mailto:sgiorgi@ramsmn.org); it may be faxed to: 218-741-1719; or it may be mailed to:

RAMS  
5525 Emerald Avenue  
Mt. Iron MN 55768

If you have any questions, please do not hesitate to contact either myself or Lois at the RAMS office. Lois is available at [rams@ramsmn.org](mailto:rams@ramsmn.org) or by calling 218-748-7651. My cell is 218-780-8877.

Thanks for your immediate attention to this matter.

Sincerely,  
  
Steve Giorgi/Director

RAMS  
[sgiorgi@ramsmn.org](mailto:sgiorgi@ramsmn.org)  
218-780-8877



5525 Emerald Avenue · Mountain Iron, MN 55768  
Phone: 218.780.8877 · Email: [SGiorgi@ramsmn.org](mailto:SGiorgi@ramsmn.org)

**OFFICIAL NOMINATION FORM  
RAMS BOARD OF DIRECTORS  
January 1, 2017 – December 31, 2018**

As a current dues paying member of the Range Association of Municipalities and Schools, the \_\_\_\_\_  
(City/Township/School District/Superintendents Association) hereby officially nominates \_\_\_\_\_ (Name of Council Member/Board Supervisor/School Board Director/School Superintendent) as a delegate to the RAMS Board of Directors for a two-year term commencing January, 2017.

Submitted by:

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Entity

---

**NOMINATION FORM MUST BE SUBMITTED BY DECEMBER 19, 2016, IN ORDER FOR NAME TO BE PLACED ON THE OFFICIAL BALLOT. Nomination form can be submitted by mail, email ([sgiorgi@ramsmn.org](mailto:sgiorgi@ramsmn.org)) or faxed to (218) 741-1719.**

## List of Expiring RAMS Board Members - December 2016:

The list below is of RAMS board members whose terms expire at the end of 2016. All terms, unless noted, are for two years – beginning in January of 2017, and running through December of 2018. Each member unit of RAMS may nominate one of their elected officials for a seat on the board. The election of the board members shall take place at the annual meeting (tentatively scheduled for Jan 5).

\*\*Just a reminder, if someone from your board is elected to serve on the RAMS board of directors, you may also designate an alternate who will have voting privileges when filling in for the elected director.

<b>Jim Fisher</b>	<b>McDavitt Township Supervisor</b>
<b>Pat Medure</b>	<b>Grand Rapids School District Director</b>
<b>Michael Jugovich</b>	<b>Chisholm City (this will be a one year term)</b>
<b>John Berklich</b>	<b>Hibbing School District Director</b>
<b>Ben Denucci</b>	<b>Nashwauk City Council (Mayor)</b>
<b>Ed Zabinski</b>	<b>Grand Rapids City Council Member</b>
<b>Mark Forte</b>	<b>Eveleth/Gilbert School Board Director</b>
<b>Warren Stolp</b>	<b>Nashwauk Township Supervisor</b>
<b>Gene Matthew</b>	<b>Buhl City Council Member</b>
<b>Mark Skelton</b>	<b>Hoyt Lakes City Council (Mayor)</b>
<b>Kim Stokes</b>	<b>Virginia School District Director</b>
<b>Carlene Perfetto</b>	<b>Silver Bay City Council Member</b>
<b>Lance Northey</b>	<b>Superintendent's Association (this will be a 1 year term)</b>
<b>Herb Sellars</b>	<b>Great Scott Township (this will be a 1 year term)</b>

## *RAMS Board of Directors*

### *Members Continuing to Serve through 2017*

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Greg Allen	Superintendent's Association
Charlie Baribeau	Virginia City Council Member
Bob Berrini	Morse Township Supervisor
Walt Hautala	Mesabi East School District Director
Pat Garrity	Hibbing City Council Member
Paul Kess	Ely City Council Member – RAMS President 2016
Bob Larson	St. Louis County School District Director
Ray Marsnik	Ely School District Director
<del>Herb Sellars</del>	<del>Great Scott Township Supervisor</del> (resigned 11/11/16)
Al Stanaway	Mountain Iron City Council Member
Dave Worshek	Aurora City Council Member

*RAMS strives to have a balance of representation from our various public sector member units. As the director of RAMS, I truly appreciate the time and effort these elected officials put forth as members of the RAMS Board of Directors. Please extend your gratitude to these fine public servants when the opportunity occurs.*