

CITY OF GILBERT  
CITY COUNCIL MEETING  
TUESDAY, DECEMBER 13, 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 November 22, 2016
4. **PUBLIC INPUT**
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. Eveleth Gilbert Youth Hockey Association
  - B. Change Order No 2 East Industrial Park Project
  - C. Final Pay Estimate to Mesabi Bituminous East Ind Park Project
  - D. Quote to Repair Backhoe
  - E. Fire Department Request for Turnout Gear
  - F. Interim Water Agreement - City of McKinley
  - G. Resolution 2016-22 Approving 2016 Tax Levy
  - H. 2017 Budget for Tax Support Departments
  - I. Designate Fund Balances
  - J. Transfer from Water and Sewer Funds to Electric Fund
  - K. 2017 Liquor License
  - L. VEBA Contribution for COBRA Participants
  - M. Resignation of Part Time Police Officer
  - N. Request to Hire First Responder
  - O. Request to Authorize Training
  - P. 2017 Fire Department Officers
  - Q. D.A.R.E. Officer
  - R. Anti-Slip Footwear for Police Officers
  - S. Lake Superior Drug and Violent Crime Task Force
  - T. Labor Agreement with AFSCME Local 627
  - U. Joint Powers Agreement for Police Services
  - V. Acknowledge November 2016 Financial Statements
  - W. Approval to Pay Bills and Payroll
9. **APPROVE PAYMENT OF BILLS AND PAYROLL**
10. **ACKNOWLEDGEMENTS**
  - A. Gilbert Planning & Zoning Commission September 19, 2016
  - B. Gilbert Planning & Zoning Commission October 3, 2016
  - C. Gilbert Public Library Board November 7, 2016
  - D. EFGSD Joint Powers Recreation Board November 9, 2016
11. **ADJOURN**

3A  
1/7

**CITY OF GILBERT**  
**MINUTES OF REGULAR COUNCIL MEETING**  
**WEDNESDAY, NOVEMBER 22, 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, Chief Techar, Public Works Operations Director Lautigar, Library Director Miller and City Clerk/Treasurer Sakrison.

Staff Absent: City Engineer Jamnick (w/Notice)

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

Motion by Liimatta second by Bol to approve the agenda with the additions of item 8N1 – East Range Police Department Contract and 8P – Water Plant Chemical. Motion Carried Unanimously (MCU).

Motion by Liimatta second by Mayor Kutsi to approve the November 9, 2016 Regular City Council Meeting Minutes. MCU.

Motion by Bol second by Liimatta to approve the November 15, 2016 Special City Council Meeting Minutes. MCU.

**Public Input:**

Herb Ocepek voiced his concern over the IT Contract being up for renewal, the contract isn't up until February 2017, and he requested that it be tabled for the new council. Councilor Pontinen noted that the IT Contract would be an increase of 30%.

Rebecca Robich, Councilor-Elect, has two agenda item concerns:  
First the \$14,000 DSC wireless upgrade.

- She questioned Chief Techar if they had been included in the discussions for the upgrade to determine any additions of security cameras or any other new technologies. Chief Techar stated that currently there are no additional plans for the future, the existing cameras do not currently work because the software is obsolete. Techar stated that if they can tie-in with the wireless they can get the cameras working for about ½ the price of what it would cost otherwise. Hopefully, the cameras still work, they are 11 years old. This upgrade would be beneficial to the city and community.
- Robich then questioned Public Works Operations Director Lautigar if there have been any concerns about the compatibility of the wireless system and the upgrades happening with the waste water equipment. Public Works Operations Director Lautigar stated that there has not been any discussions at this time, he hopes that the upgrades that are done at the waste water facility can be linked in to the wireless system. Steve Peterson noted that the wireless system is basically providing a link to the city's network.

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**CITY OF GILBERT**  
**MINUTES OF REGULAR COUNCIL MEETING**  
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**COUNCIL CHAMBERS**

- Robich then asked if any other bids been sought for this work. Steve Peterson noted that he asked other cities their opinions of different vendors and they were not happy with their current vendor and DSC was recommended by a few other computer companies in the area, and it is also used by the Police & Fire Departments.

Second the proposed Information Technology Contract

- Robich stated that the proposed 2 year term contract compared to the previously contract doubles the severance, huge increase in salary, flexibility and benefits as well as a 30% commission on all external contracts that the city enters into for service.
- Robich feels this contract is not in the best interest of the city with the huge deficits that the city will have in the near future.
- Robich also noted that under this proposed IT contract has more life insurance, more paid holidays, vacations, personal days and sick time than the LELS contract that is also up for discussion. A LEL would have to work for 10 years before they would be eligible for these types of benefits, and after 30 years a LEL would still not be eligible for this type of pay raise.
- Robich wants the current council to do the right thing and negotiate a fair contract.

Steve Giorgi – Range Association of Municipalities and Schools (RAMS)

- Giorgi gave a brief update of RAMS. RAMS was founded in 1939 to pool their resources and create a larger stronger voice down at the legislature, representing interests of regional importance for the taconite assistance area. This is a unique organization in the country.
- Gilbert has been a member of RAMS for decades.
- They have a website.
- Have been working with Recharge the Range. There are eight (8) subgroups that have been created across the region because of Recharge the Range.
- RAMS supports Polymet. Technology changes daily and there is a similar mine in a neighboring state that has mined safely for years.
- Working on a legislative agenda. They have a board of 24 elected officials. Looking at items that impact the region. Broadband expansion is being looked at, many areas are underserved. Very concerned about the tax bill that did not get passed in the last session. This is needed in all of the cities.
- RAMS is non-partisan.
- Has the powerpoint from the MPCA presentation. Verify informative. There are 1300 identified waterways in MN that have wild rice, each may have their own sulfate standard. There will be meetings held soon so local cities can testify before the standards are set. Clean Water Act takes effect in January 15, 2018.
- They have meetings once a month, and they are open to the public.

**Staff Reports:**

- Chief Techar: Nothing to report.

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**COUNCIL CHAMBERS**

- Mayor Kutsi expressed appreciation for police department, state patrol and businesses that helped with accident.
- Public Works Operations Director Lautigar: Nothing to report.
- Library Director Miller:
  - 11/23/16 – “The Jungle Book” - movie matinee at 4:00 p.m.
  - 11/24/16 & 11/25/16 – Library closed for Thanksgiving.
  - 12/3/16 – Painting Party – 12:30 p.m. - Fundraiser for Gilbert Library Foundation \$40/each
  - 12/8/16 – Christmas Tea 11:00 a.m. – 4:00 p.m.
  - 12/8/16 – Kids Craft Project – Christmas Ornaments @ 4:30 p.m.
  - 12/9/16 – Animae Club
  - 12/12/16 – Adult Pinterest Project – Paper Ornaments

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

- Mayor Kutsi:
  - Thanked Public Works for cleaning up after the snow storm.
  - Welcomed the new council elect and encouraged them to meet with staff to get up to date on things.
  - Hoping to have only (1) meeting in December as in years past.
- Councilor Pontinen:
  - Thanked taxpayers for paying their taxes and supporting the town.
- Councilor Skalko: Absent.
- Councilor Bol: Agenda.
- Councilor Liimatta:
  - Also thanked Public Works for their clean-up efforts.
  - Thanked Chief Techar & Police Department for the investigation from their family.
- City Attorney Kearney: Agenda.
- City Engineer Jamnick: Absent.

**Old Business:**

Emergency Operations Plan Update – Nothing new to report.

Nuisance Ordinance Update – Nothing new to report.

**New Business:**

Gary Mackley spoke regarding his post retirement health insurance. He would like a meeting held with all retirees, the insurance agent and the City Council. Mayor Kutsi stated that he wants to follow what the contract states, which is at 65 when a retiree receives Medicare, the City of Gilbert provides a Medicare Supplemental Insurance.

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**COUNCIL CHAMBERS**

Motion by Pontinen to table action on Gary Mackley's Post Retirement Health Insurance until January 2017. Failed for lack of a second.

Councilor Bol questioned why a full council meeting is needed. He noted that any retirees and future retirees could meet with the insurance agent at any time. Correspondence was received, but the contract prevails.

City Attorney Kearney read the language from the contract, "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 City Supplemental Blue Cross Blue Shield or equivalent supplemental plan." This was agreed to by Mackley.

Motion by Mayor Kutsi second by Liimatta to follow what Mackley's contract reads to transition to a Medicare supplement policy. Kutsi – Aye; Bol – Aye; Liimatta – Aye; Pontinen – Nay; Approved 3-1.

Motion by Liimatta second by Pontinen to table request to authorizing paying the \$1,200 VEBA Health Reimbursement Plan contribution for COBRA participants or to require the COBRA participants to pay the \$1,200 personally, for further information can be gathered and all participants affected informed. MCU.

Motion by Liimatta second by Bol to approve Resolution 2016-21- Support for Minnesota Council for Community Growth. MCU.

Motion by Liimatta second by Pontinen to approve Resolution 2016-22 – Resolution Accepting Donations for the Fire Department in the amount of \$320.33 from the United in Christ Lutheran Church. MCU.

Motion by Liimatta second by Pontinen to approve Gilbert Knights of Columbus Council 5031 to conduct excluded bingo on 3/12/17, 4/9/17, 9/24/17 and 10/22/17 at St. Joseph's Catholic Church. MCU.

Motion by Liimatta second by Bol to engage Walker, Giroux & Hahne LLC for the City of Gilbert Financial Statement Audit for the year ending December 31, 2016 for a contract amount not to exceed \$32,000.00. MCU.

Motion by Liimatta second by Pontinen 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: MCU.

- Belanger, Louise DBA The Alibi – Off Sale, On Sale and Sunday Liquor
- DEVCO, Inc. DBA Devo's Sand Bar – Off Sale, On Sale and Sunday Liquor
- Teri Gordon DBA Gladiator Bar – On Sale
- JLT Enterprises DBA The Downtown Bar – Off Sale, On Sale and Sunday Liquor

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**COUNCIL CHAMBERS**

- 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
- Range Restaurants, Inc. DBA The Whistling Bird –On Sale and Sunday Liquor
- Woody's Knotty Pine Liquor Inc. DBA Woody's Knotty Pine Liquor Store – Off Sale Liquor Store and Tobacco
- Holiday Station Stores – Tobacco

Motion by Liimatta second by Bol to accept the proposal from Excel Business Systems to lease a new Toshiba e-studio 3005AC Color copier for \$208.98/month plus copy charges, which is the same price for the current lease that has reached its term. MCU.

Motion by Liimatta second by Pontinen to authorize hiring Dalton Everson and James Gargano as rink attendants at the rate of \$12/hour for the 2016 – 2017 rink season. MCU.

Motion by Liimatta second by Bol to approve the purchase of tires for the loader from Pomp's Tire for the quoted price of \$5,792.00. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the purchase of a 9hp 27" cut snowblower, for the Waste Water Treatment Plant, from Grande's Ace Hardware for the quoted price of \$796.76. MCU.

Motion by Liimatta second by Mayor Kutsi to approve the wireless project, for communications and police cameras in the City of Gilbert, per the quote from DSC Communications not to exceed \$14,129.94. MCU.

Motion by Liimatta second by Bol to approve the Police Contract January 1, 2017 through December 31, 2019 as negotiated with LELS. MCU

Motion by Liimatta second by Mayor Kutsi to approve the Technology Services Agreement Between the Cities of Gilbert and the Eveleth Police Department with an effective date of November 1, 2016 for a contract amount of \$1,300.00 per month. Motion Carried 3-1.

Motion by Liimatta second by Mayor Kutsi to approve the Technology Services Agreement Between the Cities of Gilbert and the East Range Police Department with an effective date of November 1, 2016 for a contract amount of \$1,300.00 per month. Motion Carried 3-1.

Motion by Mayor Kutsi second by Liimatta to approve 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.

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- Councilor Bol questioned the language of item #4 – Limitations on Outside Work Activities, of the proposed contract. Steve interprets it as he can't get additional outside fulltime jobs, or activities that wouldn't allow him perform the contractual duties.
- Severance package of the proposed contract is also a concern.
- The new job description recognizes the additional duties performed due to the contracts with the City of Eveleth and the East Range Police Department.
- Chief Techar explained the new security policies with the other agencies they are now tied to. Gilbert purchased a server to establish a secure VPN tunnel. Each agency should have a separate tunnel. Gilbert is taking on the IP traffic for Eveleth, East Range & Gilbert/Biwabik, and then it tunnels it to St. Louis County and BCA. The cost is then split in thirds and saving all the communities monies. Steve has a higher BCA clearance than Chief Techar, and specialized with law enforcement IT.
- Councilor Bol questioned his cell phone. City of Gilbert provides the cell phone. The City has a shared data package, which is a 10 gig package. Steve currently uses 3 gigs of data. It has not been an issue.
- Councilor Bol questioned about not having to keep track of his hours. Steve noted that a salaried employee is assumed to be available at all hours of the day at no extra cost to the City.
- Councilor Bol questioned the vacation accrual without keeping track of hours, how possible. Steve stated that the vacation is eligible for 156 hours of paid vacation annually, which accrues at the rate of 6 hours per pay period, it used to be 5.
- Councilor Bol asked about a non-compete cause. Steve would have to terminate his employment with the City prior to taking on another job.
- Councilor Bol feels that the contract is financially aggressive and feels under-informed about it.
- Steve noted that he negotiated the contract with the mayor, he has a previous contract with the City of Gilbert, he has provided services to the City of Gilbert for over 10 years. The \$59,000 base includes services for the additional contracts. The City makes money each time Steve is contracted out.

Roll Call: Pontinen – Nay; Kutsi – Aye; Bol – Nay; Liimatta – Aye. Motion Failed 2 – 2.

Motion by Pontinen to table the Employment Agreement with Stephen Peterson until January 2017. Motion failed for lack of second.

Motion by Bol second by Pontinen to table the Employment Agreement with Stephen Peterson until January 2017 with a retroactive statement for back compensation for the workload he is taking on now. Roll Call: Pontinen – Aye; Kutsi – Nay; Bol – Aye; Liimatta – Nay. Motion Failed 2 – 2.

Motion by Liimatta second by Bol to table the Employment Agreement with Stephen Peterson until the next Council Meeting. Roll Call: Pontinen – Nay; Kutsi – Aye; Bol – Aye; Liimatta – Aye. Approved 3-1.

**CITY OF GILBERT**  
**MINUTES OF REGULAR COUNCIL MEETING**  
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**COUNCIL CHAMBERS**

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Motion by Liimatta second by Mayor Kutsi to approve ordering Ferric Chloride for the waste water plant. The current price is \$4/gallon so the order will exceed \$500.00. MCU.

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

Motion by Liimatta second by Mayor Kutsi to acknowledge EFGSD Jt. Powers Rec Board Minutes of October 12, 2016, and RAMS Soliciting Nominations. MCU.

Motion by Bol second by Liimatta to adjourn the meeting at 8:38 p.m.

  
\_\_\_\_\_  
Debra Sakrison, City Clerk

ATTEST:

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

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Mike Hultman from the Eveleth Gilbert Youth Hockey Association will be presenting potential projects for the Skenzich Arena.

**Background:**

**Council Action:**

City of Gilbert  
Request for City Council Action

8B  
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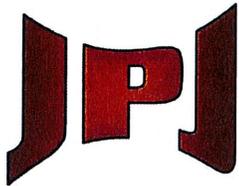
**Date:** December 9, 2016

**Issue:** Change Order No. 2 for East Industrial Park project

**Background:**

**Council Action:**

City Council action is requested to approve East Industrial Park project Change Order No. 2 which decreases the contract amount by \$9,985.26.



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Engineering

Land Surveying

Economic Development

December 9, 2016

Ms. Debra Sakrison, Clerk  
City of Gilbert  
P.O. Box 548  
Gilbert, MN 55741

**Re: East Industrial Park  
Project No. 12-568**

Dear Ms. Sakrison:

Enclosed is Change Order No. 2 for the East Industrial Park project.

Change Order No. 2 is a compensating change order which is an adjustment to the final quantities installed in the field. Change Order No. 2 decreases the contract amount by \$9,985.26.

After your review and approval, please have Mayor Kutsi sign and date the change order, and return it to our office.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

JPJ Engineering, Inc.



John P. Jammick, P.E.

JPJ/dj

Enclosure

City of Gilbert  
Request for City Council Action

8c  
1/2

**Date:** December 9, 2016

**Issue:** Final Pay Estimate to Mesabi Bituminous for East Industrial Park project in the amount of \$10,935.79.

**Background:** This final pay estimate will allow the city to final out the IRRRB grant for this project which expires December 31, 2016.

**Council Action:**

City Council action is requested to approve Final Pay Estimate to Mesabi Bituminous for the East Industrial Park project in the amount of \$10,935.79.



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Engineering

Land Surveying

Economic Development

December 9, 2016

Ms. Debra Sakrison, Clerk  
City of Gilbert  
P.O. Box 548  
Gilbert, MN 55741

**Re: East Industrial Park  
Project No. 12-568**

Dear Ms. Sakrison:

Enclosed is Final Payment Estimate No. 2 for the East Industrial Park project. We recommend payment of \$10,935.79 to Mesabi Bituminous, Inc., P.O. Box 728, Gilbert, MN 55741 upon receipt of IC-134 forms.

After your review and approval, please sign and date the final payment estimate and return it our office.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

JPJ Engineering, Inc.

John P. Jamnick, P.E.

JPJ/dj

Enclosure

City of Gilbert  
Request for City Council Action

8 D  
1/3

**Date:** December 9, 2016

**Issue:** Repair to backhoe

**Background:** The backhoe needs work done on the hydraulic hoses. The quote is for \$1,637.50.

**Council Action:**  
City Council action is requested to approve the quote of \$1,637.50 from Titan Machinery to repair the backhoe.

DULUTH  
4311 HAINES RD  
HERMANTOWN MN 55811-1542  
Phone: 218-727-3038  
Phone: 800-795-0117  
Fax: 218-727-2827

### SERVICE QUOTE



See us for all of your  
Parts and service solutions

2/3

**Sold To:** 6115941  
CITY OF GILBERT  
CITY GARAGE - CITY CLERK OFFICE  
PO BOX 548  
  
GILBERT MN 55741-0548

**Open Date:** 12/09/2016  
**Ship To:** 65795  
TITAN MACHINERY  
4311 HAINES RD  
HERMANTOWN MN 55811-1542

<b>Quote #:</b>	726332 CL	<b>Make:</b>	CAS
<b>Sold by:</b>	TERRY CHINANDER	<b>Model:</b>	580SM
<b>Cust PO:</b>		<b>Serial #:</b>	JJG0279299
<b>Cust Fleet#:</b>		<b>Tag:</b>	7978253
		<b>Hours:</b>	

#### Service Quote Summary

WO #		Estimated Charges
1160904 SV	TRAVEL R/R OF HOSE FOR EXTEND	\$1,637.50.

<b>TOTAL QUOTE</b>	<b>\$1,637.50</b>
<p><input checked="" type="checkbox"/> <b>TAX NOT INCLUDED IN TOTAL QUOTE</b>  <b>QUOTE PRICES GOOD FOR 30 DAYS</b></p>	
<p><b>Phone: 218-748-2216</b>  <b>Cell Phone: 218-748-2216</b></p>	

I hereby authorize the repair work to be done as described above on the machine(s) named hereon. All repair parts are to be billed at your regular price. I agree to pay cash for such repair parts and labor on delivery of machine(s) or on terms satisfactory to you and until paid in full any unpaid balance shall constitute a lien on this machinery. I further agree that you will not be held responsible for loss or damage to said machinery from fire, theft, or other causes beyond your control.

# DULUTH

**Sold To:** CITY OF GILBERT  
**SERVICE ORDER:** 726332

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WO#: 1160904 SV TRAVEL R/R OF HOSE FOR EXTEND

**Comments:** this quote is for travel to and from Gilbert MN. removing the extend boom replacing hoses for the extend boom cylinder and reinstalling the extend boom. Customer is supply hoses.

**Labor:**

Description	Estimated Amount
Labor	\$1,300.00
Service Call	\$240.00
Shop Supplies	\$97.50
<b>Total Labor</b>	<b>\$1,637.50</b>

**Parts:**

Qty	Part Number	Description	Price	Ext. Price
			<b>Total Parts</b>	
			<b>Total WO</b>	<b>\$1,637.50</b>

8E

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Fire Department is requesting approval to buy wild land turnout gear, part of the DNR Wildland Fire grant, and two sets of structural turn out gear.

**Council Action:**

City Council action is requested to authorize the purchase of wildland turnout gear and two sets of structural turn out gear.

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Interim Water Agreement to sell water to the city of McKinley

**Background:** The attorneys for both cities have been working on a Water Services Agreement which provides the terms and condition for the city of Gilbert to sell water to the city of McKinley. Preliminary terms are a bulk water rate of \$6.75/1000 gallons of water and a charge of \$100/month for meter/maintenance charge. The interim agreement will not exceed a term of six months.

**Council Action:**

City Council action is requested to approve an Interim Water Agreement with the city of McKinley, not to exceed six months to provide bulk water at the charge of \$6.75/1000 gallons and a \$100/month charge for meter and maintenance costs.



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# City of Gilbert

www.gilbertmn.org

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

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

## RESOLUTION NO. 2016-22

### RESOLUTION APPROVING 2016 TAX LEVY, COLLECTIBLE IN 2017

Be it resolved by the council of the City of Gilbert, County of St. Louis, Minnesota, that the following sums of money be levied for the current year, collectible in 2017, upon taxable property in the City of Gilbert, for the following purposes:

General Government	\$ 913,822
Library	\$ 107,000
Debt Service	\$ 116,000
Total Levy	\$ 1,136,822

The city clerk is hereby instructed to transmit a certified copy of this resolution to the county auditor of St. Louis County, Minnesota.

Ayes:

Nays:

Adopted by the city council on December 13, 2016.

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

Attest:

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

City of Gilbert  
Request for City Council Action

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**Date:** December 9, 2016

**Issue:** 2017 Budget supported by Net Tax Capacity Levy

**Background:** From the detailed line item budget that was presented at the Truth in Taxation hearing I shifted \$10,000 out of Public Works Capital Outlay to Police Professional Services for a -0- net change.

**Council Action:**

City Council action is requested to approve the 2017 Budget For Adoption by department for the city operations support by the Net Tax Capacity Levy with Revenues of \$2,748,191 and Expenditures of \$2,765,080 for Funds 101 General Fund, 211 Library Fund, and 301 Debt Service Fund.

### GILBERT 2017 BUDGET FOR ADOPTION

FUND	DEPT	EXPENDITURES	REVENUES	
<b>101</b>	<b>GENERAL</b>			
	NTC Levy		\$ (913,822)	
	Other		\$ (1,000,746)	
41000	General Government	\$ 1,500		
41110	Mayor and Council	\$ 24,735		
41400	City Office	\$ 263,597	\$ (31,200)	
41410	Elections	\$ 500		
41540	Acct'g & Auditing	\$ 18,000		
41610	City Attorney	\$ 9,750		
41910	Planning & Zoning	\$ 3,500	\$ (2,000)	
41930	City Hall	\$ 43,000		
41940	Community Center	\$ 20,500	\$ (10,560)	
42000	First Responders	\$ 6,685	\$ (4,375)	
42110	Police	\$ 926,627	\$ (433,103)	
42260	Fire	\$ 78,374	\$ (2,500)	
42700	Animal Control	\$ 5,500	\$ (400)	
43000	Public Works	\$ 632,770		
44000	Recycling	\$ 3,500		
45000	Culture & Recreation	\$ 18,032	\$ (13,500)	
45122	Recreation	\$ 45,574		
49000	Cemetery	\$ 18,500	\$ (9,500)	
49200	Unallocated	\$ 392,450	\$ (91,535)	
49900	Transfer to Other Funds	\$ -		
		\$ 2,513,094	\$ (2,513,241)	\$ (147)
<b>211</b>	<b>Library</b>	\$ 136,620	\$ (11,950)	
	NTC Levy		\$ (107,000)	\$ 17,670
<b>301</b>	<b>Debt Service</b>	\$ 115,366		
	NTC Levy		\$ (116,000)	\$ (634)
	<b>REVENUES</b>		\$ (2,748,191)	
	<b>EXPENDITURES</b>	\$ 2,765,080		
	<b>NET DEFICIT</b>			<u>\$ 16,889</u>
	<b>TOTAL NTC LEVY</b>		\$ (1,136,822)	

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Designating Unspent Budget items for Future use.

**Background:** Some line items did not get fully spent this budget year and therefore, various departments would like to designate those remaining funds for future use. Because this action will be taken prior to all of December's invoices being processed, the request will be for balances remaining after the payment of all 2016 expenses.

**Council Action:**

City Council action is requested to designate Fund Balance for 101-43000-500 \$30,000 and any additional department total less than budgeted for Department 101-43000, 101-49000-500 \$20,000 for Capital Outlay.

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Transfer from Water and Sewer Funds to Electric Fund

**Background:** In 2013 the Water and Sewer Funds “borrowed” funding from the Electric Fund and it is to be repaid by water and sewer fund each transferring \$25,000 to the Electric Fund for four years.

**Council Action:**

City Council action is requested to approve the transfer of \$25,000 from the Water Fund and \$25,000 from the Sewer Fund to the Electric Fund as the third payment for the 2013 transfer.

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City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Liquor License 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:**

**Fitzcorp DBA The Wandering Pines – On Sale and Sunday Liquor**

City of Gilbert  
Request for City Council Action

8L  
1/8

**Date:** December 9, 2016

**Issue:** VEBA contribution paid by COBRA participant

**Background:** This issue was tabled at the last city council meeting. Additional guidance is provided from BlueCross BlueShield of Minnesota stating “A qualified beneficiary who wishes to continue coverage must pay for it.” And IRS Notice 2002-45 describing a health reimbursement arrangement (HRA) which is the city’s VEBA plan, which is a separate health plan from the BlueCross BlueShield health insurance. The premiums for a COBRA participant in the HRA are the same as qualified beneficiaries but because they are a COBRA participant, the COBRA participant is to pay the premium.

**Council Action:**

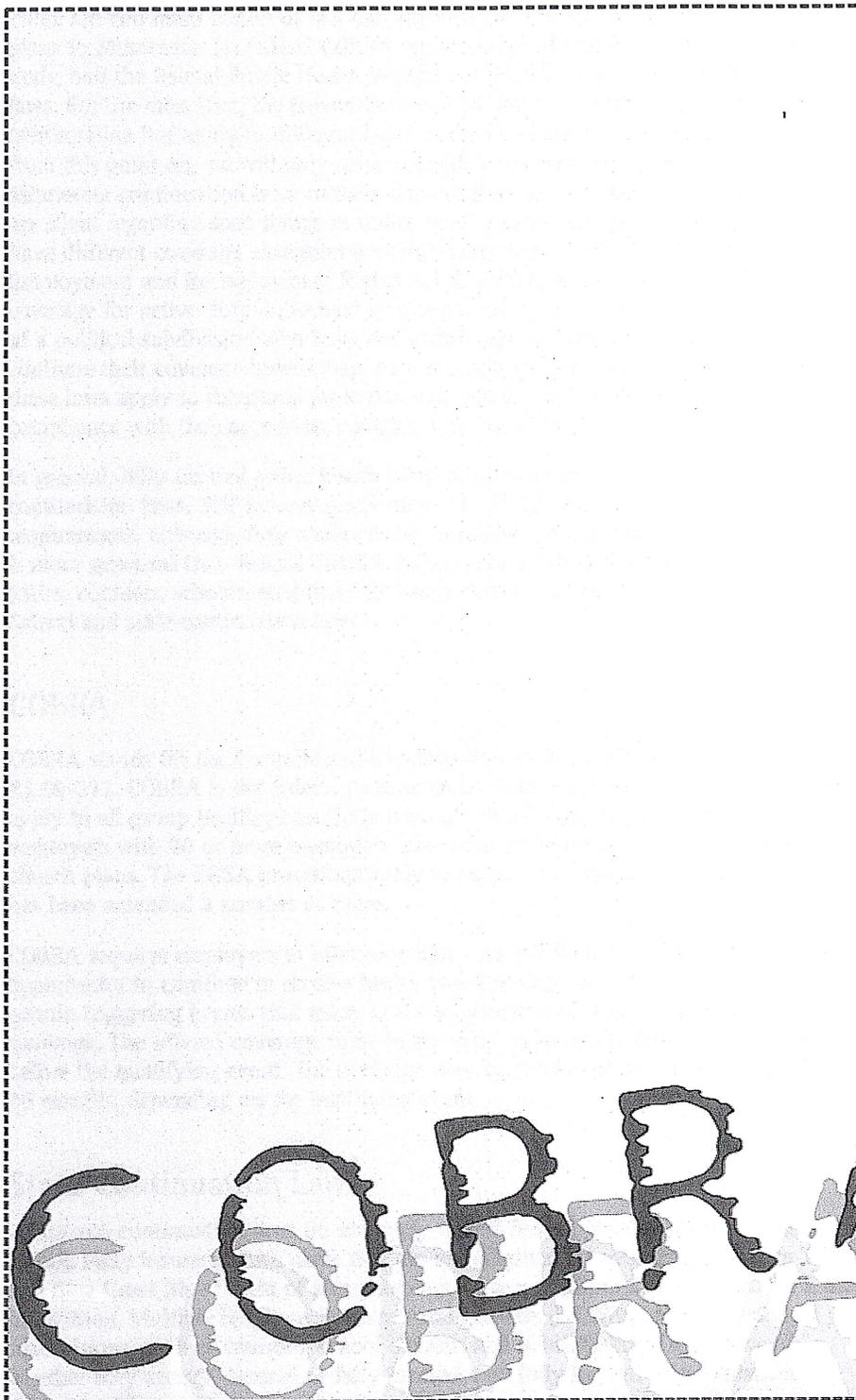
City Council action is requested to direct who pays the VEBA contribution for COBRA participants.

# COBRA and Minnesota Continuation Laws

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**BlueCross BlueShield of Minnesota**

An Independent Licensee of the Blue Cross and Blue Shield Association

These materials are provided for your general information and are not intended as legal advice. You should consult your own legal counsel before acting in reliance on any statement or opinion in these materials.

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## Premium Determination

A qualified beneficiary who wishes to continue coverage must pay for it. The employer may contribute to the cost of continued coverage but is not required to. It does not matter who pays the premium as long as it is paid in a timely manner. In some cases, a new employer or public agency may pay the COBRA premium in an effort to reduce expenses.

Premiums charged to a qualified beneficiary may not exceed 102 percent of the plan's cost for other similarly situated active individuals covered under the plan. However, under COBRA a totally disabled individual who extends the continuation period beyond the 18 months to 29 months may be charged up to 150 percent of the applicable contract charge for months 19 to 29.

Minnesota law permits a Plan Administrator to charge the disabled employee only 100% of the premium paid by active employees. No administration fee is permitted.

## COBRA Premium Rate IRS Ruling 96-8

On January 22, 1996, the IRS issued a ruling that provides employers guidance on when it is appropriate to charge a family rate vs. a single rate. The ruling confirms

that it would not violate COBRA to require family units that elect to continue coverage to pay the appropriate family unit rate. It also states that if only one member of the family unit elects to continue coverage, the single rate, rather than the family rate, should be charged as the applicable premium. The significance of this ruling is that many times it would be cheaper for each member of a family unit to pay the single rate rather than the family unit rate. The ruling does not say that this practice is prohibited. It only clarifies that an employer is not in violation of COBRA for not allowing multiple single rates rather than the family unit rate even if it is cheaper. It is up to the employer to establish a company policy on this and apply it consistently.

Example:  
*Mark Stevens terminates employment. He wishes to continue coverage for himself and his wife. His employer's health care coverage costs \$400 a month for family coverage and \$150 a month for single coverage. His employer requires Mark to pay the \$400 family rate to continue coverage for himself and his wife even though it would be cheaper for Mark to pay two individual rates (\$150 + \$150 = \$300). According to IRS Ruling 96-8, charging the family rate does not violate COBRA.*

## Grace Period

### Initial Payment

The initial premium payment is due within 45 days of the qualified beneficiary's election to continue coverage.

### Subsequent Payments

The contract due dates are established by the employer and can be no more frequent than monthly. The employer is required to allow at least a 30-day grace period from the date contract charges are due.

IRS Notice 2002-45

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Part III - Administrative, Procedural, and Miscellaneous

Health Reimbursement Arrangements

aka YEBA

Notice 2002-45

PURPOSE

This notice provides basic information about a type of employer-provided health reimbursement arrangement (HRA) described below. Published elsewhere in this bulletin is a revenue ruling providing guidance involving an HRA.

This notice is divided into eight parts. Part I of the notice describes HRAs and their general tax treatment. Part II of the notice outlines the benefits that may be offered under an HRA. Part III details who may be covered under an HRA. Part IV deals with the interaction between HRAs and cafeteria plans. Part V covers ordering rules for reimbursement from HRAs and § 125 health flexible spending arrangements. Part VI relates to the applicability of § 105(h) non-discrimination rules to HRAs. Part VII explains how to provide COBRA continuation coverage under HRAs. Part VIII addresses certain other matters.

6/8

beneficiaries with different total reimbursement amounts available from the HRA (and otherwise also satisfies the requirements of § 4980B). For example, if the annual additional reimbursement amount credited under an HRA is \$1,000 and the maximum reimbursement amount remaining for two similarly situated qualified beneficiaries at the time of their qualifying events is \$500 and \$5,000, the applicable premium is the same for each individual.

The plan rules of an HRA may provide for continued reimbursements after a COBRA qualifying event regardless of whether a qualified beneficiary elects continuation coverage. For example, an HRA might allow reimbursements up to the unused maximum reimbursement amount following termination of employment. In such a situation, an HRA subject to COBRA must still comply with the COBRA continuation coverage requirements. If a qualified beneficiary elects COBRA continuation coverage in addition to the continued reimbursement amount already available, an HRA complies with the COBRA requirements by increasing the maximum reimbursement amount at the same time and by the same increment that it is increased for similarly situated non-COBRA beneficiaries (and by decreasing it for claims reimbursed).

#### VIII. Other Matters

Accident or health plans that meet the definition of an HRA are subject to a variety of statutory rules and provisions, many of which are not addressed in this notice. Among the statutory provisions not addressed in this notice are:

- The deduction limitations under §§ 419 and 419A (for employer contributions to welfare benefit funds) and under § 404 (for amounts paid or accrued under plans providing for deferred benefits that are not provided through a welfare benefit fund).
- The application of the nondiscrimination requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the extent to which underwritten individual health insurance policies purchased and reimbursed by an HRA are treated as health insurance coverage offered under a group health plan.
- Other requirements under HIPAA, including the requirement that a group health plan provide certificates of creditable coverage.
- The requirements for welfare benefit plans under the Employee Retirement Income Security Act of 1974 (ERISA).

The proposed regulations relating to health FSAs under § 125 state that certain requirements apply whether or not the health FSA is part of a cafeteria plan. Future guidance will modify the proposed regulation under § 125 to clarify that while those rules continue to apply to health FSAs provided pursuant to salary reduction election under a § 125 cafeteria plan, they do not apply to HRAs.

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## COMMENTS REQUESTED

Comments are requested about the rules set forth in this notice. Send comments to :  
CC:DOM:CORP:R (Notice 2002-45), Room 5226, Internal Revenue Service, POB  
7604, Ben Franklin Station, Washington, DC 20044. Comments may be hand-delivered  
between the hours of 8 a.m. and 5 p.m. to: CC:DOM:CORT:R (Notice 2002-45),  
Courier's Desk, Internal Revenue Service, 1111 Constitution Avenue, NW, Washington,  
D.C. Alternatively, taxpayers may submit comments electronically at:  
[Notice.Comments@irs.counsel.treas.gov](mailto:Notice.Comments@irs.counsel.treas.gov)  
(a Service Comments e-mail address).

## DRAFTING INFORMATION

The principal author of this notice is Lorianne D. Masano of the Office of Division  
Counsel/Associate Chief Counsel (Tax Exempt and Government Entities). For further  
information regarding this notice contact Lorianne D. Masano at (202) 622-6080 (not a  
toll-free call).

City of Gilbert  
Request for City Council Action

8M  
1/2

**Date:** December 9, 2016

**Issue:** Resignation of a Gilbert Part-Time officer Tanner Banks

**Council Action:**

City Council action is requested to accept the resignation of Gilbert Part-Time Officer Tanner Banks effective immediately.

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2/2

Chief Ty Techar,

Due to my full time employment at Virginia Police Department, I unfortunately will not be able to continue my employment as a part time officer with the City Of Gilbert. I am thankful for the opportunity The Gilbert Police Department has given me, and appreciate the law enforcement experience I have gained.

Thank You,

Officer Banks 151

Virginia Police Department

327 1<sup>st</sup> St South Virginia MN 55792

(218)748-7510

A handwritten signature in black ink, appearing to read "Tom Banks #151". The signature is written in a cursive style with a horizontal line through the middle.

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Hire additional First Responder

**Background:** Anthony Nemanick has been working on his EMT licensure and he is interested in serving as a First Responder for the Gilbert First Responders. He is currently on the Gilbert Fire Department. Looking for Council approval to hire pending State of MN licensure as a First Responder and a background check.

**Council Action:**

City Council action is requested to approve hiring Anthony Nemanick as a Gilbert First Responder pursuant to his licensure from the State of MN as a First Responder and his passing a background check.

City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Approve the cost for newly elected Mayor and Councilors to attend the League of MN Cities training for Newly Elected City Officials.

**Background:** The training provided by the League of MN Cities for Newly Elected City Officials is invaluable and gives newly elected an overview of the duties, responsibilities and exactly what newly elected officials can and cannot do. The 2017 budget has funds budgeted for this important training to encourage the newly elected officials to attend.

**Council Action:**

City Council action is requested to authorize the registration and travel expenses for the newly elected Mayor and City Councilors to attend the LMC Newly Elected City Official training.

# City of Gilbert

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## GILBERT VOLUNTEER FIRE DEPARTMENT

PO Box 878  
Gilbert, MN 55741

December 5, 2016

City Clerk  
Gilbert City Hall  
16 South Broadway Street  
Gilbert, MN 55741

Dear City Clerk:

At the December 2, 2016, meeting of the Gilbert Volunteer Fire Department, the Election of Officers was held as follows:

Chief:	Jeremy Skenzich
Assistant Chief:	Marc Kwaitkowski
Captain:	Mark Heitzman
Safety Officer:	Todd Devich
Secretary:	Dean Spragg
Treasurer:	David Marolt
Trustees:	Anthony Nemanick, Mike Thelen, Josh Erickson

Please forward this letter to the City Council for ratification and approval at the next Council Meeting.

Sincerely,

Dean Spragg, Secretary



GILBERT POLICE DEPARTMENT • CITY OF GILBERT  
TY TECHAR • CHIEF OF POLICE

16 South Broadway Street • PO Box 548 • Gilbert, MN 55741-0487  
Office: (218) 748-2225 Fax: (218) 748-2224

November 30<sup>th</sup> 2016

Gilbert City Council and Mayor,

The Gilbert Police Department has been given the opportunity to have a D.A.R.E. Officer placed in the Eveleth-Gilbert Junior High. Chief Timothy Koivinen of the Eveleth Police Department has indicated that his current D.A.R.E. Officer, Deputy Chief Jesse Linde no longer has the time to dedicate to the D.A.R.E. Officer position. Chief Koivinen has indicated that he would like to see a Gilbert Police Officer in the D.A.R.E. Officer role as they do not have any officers interested at this time.

The Eveleth Police Department has had an officer teaching D.A.R.E. in the 5<sup>th</sup> grade for the past 5 years. Prior to that, we contracted with the Virginia Police Department's D.A.R.E. officer when Eveleth and Gilbert did not have a trained D.A.R.E. Officer. Prior to that, Gilbert Police Chief Mark Skelton taught D.A.R.E. for a few years until he could no longer commit to the amount of time required.

D.A.R.E. was originally launched by the Los Angeles Unified School District in 1983 in response to an overwhelming increase in drug abuse by the youth in their community. D.A.R.E. is the most widely used anti-drug program in the United States. Between the years of 1983-2009, research had been conducted to assess if the program was effective. Several studies suggested the results were ineffective at that time, resulting in major changes to the curriculum. The new curriculum is known as "Keepin' it R.E.A.L." which focuses on positive decision-making rather than drugs. The acronym R.E.A.L. stands for Refuse, Explain, Avoid and Leave, which teaches students alternative ways to say no in response to peer-pressure. This "antidrug attitude" has been much more effective in producing positive, antidrug results with reduced substance use rates at 72% higher than control groups (Hecht, Miller-Day et. al. 2003).

D.A.R.E. training involves a 2 week certification program which is held in the Twin Cities. The cost of the training is \$1,250.00 which includes meals and materials. I am currently working on lodging arrangements to reduce the total cost of the training. Through some adjustments within my budget, I will be able to cover the cost of the training. Due to low fuel costs this past year I am expecting a savings of 30-35% in motor fuels. Vehicle maintenance costs have been much lower than anticipated also.

The D.A.R.E. program consists of being in the classroom 1 day a week for 12 weeks. The Eveleth-Gilbert School District will reimburse the Gilbert Police Department \$30.00 per student or \$3,000.00 whichever is greater. Last year the Eveleth Police Department received about \$3,700.00 from the Eveleth-Gilbert School District. Federal Judge Donovan Frank also contributes to the D.A.R.E. Program in Saint Louis County. Last year Eveleth-Gilbert had 16% of the total D.A.R.E. student participation in Saint Louis County which resulted in a \$1,546.42 reimbursement to the Eveleth Police Department.

Financially, there will be no burden to the City of Gilbert as with what the current reimbursement levels are more than cover the costs to the Gilbert Police Department. We will be adjusting the officer's schedule so we will not be paying any additional time other than regular salary. This will allow the City of Gilbert to actually use the additional money to help offset the officer's regular salary. Obviously, the initial training costs will make the first year right around the break even mark.

I posted the position in October and Officer Chelsea Trucano was the only one that was interested. Officer Trucano has been very involved in the schools for the past three years. She is very well known in the school and I feel that she would be a perfect fit for the D.A.R.E. Officer position.

I feel this program will continue to result in positive community-relations and produce long-term anti-drug results with the youth in our community. . If you have any further questions please feel free to contact me. Thank you for your consideration in this matter

Sincerely,

Chief Ty Techar



GILBERT POLICE DEPARTMENT • CITY OF GILBERT  
TY TECHAR • CHIEF OF POLICE

16 South Broadway Street • PO Box 548 • Gilbert, MN 55741-0487  
Office: (218) 748-2225 Fax: (218) 748-2224



December 8<sup>th</sup> 2016

RE: Donation of anti-slip footwear for the Gilbert Police Department.

Mayor and Councilors,

In October, I met with a League of Minnesota Cities Loss Control Consultant. The consultant conducted a safety audit of the police department. The consultant examined numerous parts of the police department for potential liabilities. Worker's Compensation Claims was one of the items examined. Over a ten year period the Gilbert Police Department had 4 slip and fall claims for a total loss of \$18,160.00. It should be noted that the slip and fall claims were 2<sup>nd</sup> in regards to total dollar amount of loss.

Upon speaking with members of the community about claims within the Gilbert Police Department, it was suggested that Cliffs Natural Resources would potentially donate safety gear to the Gilbert Police Department.

I contacted Cliffs Natural Resources and they stated that they would be willing to donate anti-slip footwear to all officers of the Gilbert Police Department.

I am requesting council action accepting anti-slip footwear from Cliffs Natural Resources.

If you have any questions please do not hesitate to contact me. Thanks.

Sincerely,

Ty J. Techar



GILBERT POLICE DEPARTMENT • CITY OF GILBERT  
TY TECHAR • CHIEF OF POLICE

16 South Broadway Street • PO Box 548 • Gilbert, MN 55741-0487

Office: (218) 748-2225

Fax: (218) 748-2224



December 8<sup>th</sup> 2016

RE: Lake Superior Drug and Violent Crime Task Force

Mayor and Councilors,

I am requesting approval for the Gilbert Police Department to join the Lake Superior Drug and Violent Crime Task Force.

The Gilbert Police Department has been a voting member of the Boundary Waters Drug Task Force since 2004. The Boundary Waters Drug Task Force is made up of the following departments: Saint Louis County Sheriff's Office, Virginia Police Department, Hibbing Police Department, the Eveleth Police Department and Gilbert Police Department.

The Eveleth and Gilbert Police Departments did not have assigned officers to the BWDTF, however provided officers when needed. The Department of Justice has indicated that the Boundary Waters Drug Task Force would no longer receive funding as they only allow one task force to operate in a county. We have been able to have two task forces in Saint Louis County for several years due to Saint Louis County being abnormally large in size. As of January 1<sup>st</sup>, 2017 the Boundary Waters Drug Task Force will be disbanded and all members will become members of the Lake Superior Drug and Violent Crime Task Force.

By signing on with the Lake Superior Drug and Violent Crimes Task Force, it will allow Gilbert Police Department officers the ability to participate in multi-jurisdictional drug and violent crime investigations. There will be little change in the operations as we will have an office based out of the Saint Louis County Sheriff's Office in Virginia. The Duluth Police Department will be the fiscal agent for the LSDVCTF.

We will be members of the LSDVCTF, but will not have any voting rights on the task force unless we have a full-time member assigned to the task force. I do not see us having the resources to assign a full-time officer to the task force. If you have any questions please feel free to contact me.

Sincerely,

Ty Techar

2/18

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT  
LAKE SUPERIOR DRUG AND VIOLENT CRIME TASK FORCE**

**THIS AMENDED AND RESTATED AGREEMENT** is made and entered into by the undersigned parties who are units of government responsible for the enforcement of controlled substance, gang and violent crime laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including the Joint Exercises of Powers Act, Minnesota Statutes §471.59, Minnesota Statutes §299A.641, and the State of Wisconsin, including the Municipal Interstate Cooperation Act, Wisconsin Statutes § 66.0303.

The U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Office of the Special Agent in Charge (SAC), St. Paul (HSI St. Paul) is authorized to enter into this Agreement pursuant to the Homeland Security Act of 2002, as amended, 116 Stat. 2135, Publ L. No. 107-296, Nov. 25, 2002, §§ 102(b) and 875(c) and all other applicable DHS/ICE delegation orders.

**WHEREAS**, the Lake Superior Drug and Gang Task Force (“Task Force”) was organized and established by a Joint Powers Agreement (“Agreement”) in 1991;

**WHEREAS**, a First Amendment to the Agreement was entered into in 2009 to provide for the participation of Lake County in the Task Force;

**WHEREAS**, the Agreement was Amended and Restated in 2012 to reflect the name change to the Lake Superior Drug and Violent Crime Task Force and to provide for the participation of Carlton County and the City of Cloquet in the Task Force;

**WHEREAS**, the Agreement was Amended in 2013 to provide for the participation of ICE HSI St. Paul in the Task Force;

**WHEREAS**, the parties desire to amend the Agreement to provide for the participation of the following additional law enforcement agencies in the Task Force: U.S. Customs and Border Protection/U.S. Border Patrol (USBP), Virginia Police Department, Hibbing Police Department, Babbitt Police Department, Breitung Police Department, Chisholm Police Department, East Range Police Department, Ely Police Department, Eveleth Police Department and Gilbert Police Department.

**NOW, THEREFORE**, the undersigned government units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The name of the Task Force shall be: Lake Superior Drug and Violent Crime Task Force.

2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug, gang and violent crime offenders. The Task Force shall target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crime and/or other cases that have a multi-jurisdictional impact.

3. **Members.**

3.1 The members of this Agreement shall consist of the following units of government:

- County of St. Louis, Minnesota
- City of Duluth, Minnesota
- City of Hermantown, Minnesota
- City of Superior, Wisconsin
- County of Lake, Minnesota
- County of Carlton, Minnesota
- City of Cloquet, Minnesota
- U.S. Immigration and Customs Enforcement, Homeland Security Investigations (HSI), Office of the Special Agent in Charge, St. Paul, (HSI St. Paul)
- U.S. Customs and Border Protection, U.S. Border Patrol (USBP)
- City of Virginia, Minnesota
- City of Hibbing, Minnesota
- City of Babbitt, Minnesota
- Township of Breitung, Minnesota
- City of Chisholm, Minnesota
- City of Ely, Minnesota
- City of Eveleth, Minnesota
- City of Gilbert, Minnesota
- East Range Police Department

3.2 The members joining the Task Force at this time have heretofore been members of the Boundary Waters Drug and Violent Crime Task Force which was organized and established in 1990 and existed under the terms of a Joint Powers/Mutual Aid Agreement that was Amended and Restated in the spring of 2016 and executed by the St. Louis County Attorney's Office on April 20, 2016. By joining the Lake Superior Drug and Violent Crime Task Force, the members of the Boundary Waters Drug and Violent Crime Task Force agree that this Amended and Restated Joint Powers Agreement shall supersede the terms of the Joint Powers/Mutual Aid Agreement of the Boundary Waters Drug and Violent Crime Task Force.

3.3 The St. Louis County Attorney shall participate as the legal advisor to the Task Force.

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**4. Federal Law Enforcement Members.**

4.1 Federal law enforcement members' relationship with the Task Force will be governed by a separate Memorandum of Understanding (MOU) attached to this document. In the event that the terms of this Agreement and the terms of the MOU conflict the terms of the MOU prevail. The following Federal law enforcement agencies are members to this Agreement and each has an MOU with the Task Force, which MOUs are identified as Exhibits A and B, respectively:

4.2 U.S. Immigration and Customs Enforcement, Homeland Security Investigations (HSI), Office of the Special Agent in Charge, St. Paul, (HSI St. Paul); and  
U.S. Customs and Border Protection, U.S. Border Patrol (USBP)

**5. Coordinating Agency.**

5.1 The City of Duluth shall serve as the Coordinating Agency.

5.2 Acting on behalf of the Task Force, the Coordinating Agency shall apply for funding under the Federal Edward Byrne Memorial Grant Program, a federal formula grant program funded by the United States Department of Justice, Bureau of Justice Assistance, and State and Local Assistance for Narcotics and Gang Control Program, administered under the auspices of the Minnesota Violent Crime Coordinating Council ("grant funds"). The City of Duluth Chief of Police, shall be the "authorized official" as defined in the general policies and procedures for the Program.

5.3 The Coordinating Agency shall be responsible for the day-to-day operations of the Task Force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Coordinating Agency shall be responsible for compliance with Task Force policies and procedures.

**6. Executive Board.**

6.1 The governing body of the Task Force shall be an Executive Board (hereinafter referred to as "Board") consisting of one representative from each member agency who assigns at least one experienced officer to serve on the Task Force on a full-time basis. In addition, the Board shall include a prosecuting attorney from the Office of the St. Louis County Attorney. The prosecuting attorney shall serve as a non-voting Board member and shall serve as the legal advisor to the Task Force. Members who are not able to assign a full-time officer to serve on the Task Force or who assign a "liason" officer as defined in Section 9.1 hereof may serve on the Board as a non-voting member. The sheriff/police chief or SAC of each member agency may appoint one licensed peace officer or federal law enforcement officer to serve on the Board at the sheriff's/chief's/SAC's pleasure. Board members must be full-time supervisory peace officers or federal law enforcement officers of the jurisdiction that appoints the Board member.

5/18

6.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.

6.3 In January of each year, the Board shall elect from its members a chair, a vice-chair, and a secretary/treasurer. The prosecuting attorney shall not be eligible to serve as an officer of the Board. Members who are not able to assign a full-time officer to serve on the Task Force shall not be eligible to serve as an officer of the Board. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum for meetings shall consist of a majority of voting Task Force members.

6.4 The Board shall meet at intervals no less frequent than upon a quarterly basis and such meeting may be conducted in person or by telephone conference call.

## 7. Powers and Duties of the Executive Board.

7.1 The Board will formulate a program to carry out its purpose. It shall be responsible for developing task force priorities, budgets, and operational policies and procedures.

7.2 The Board will coordinate intelligence between the members and the Task Force.

7.3 The Board shall approve the appointment of a commander (hereinafter referred to as "Task Force Commander" or "Commander"), as set forth in Section 10.1 hereof, who shall be responsible for the daily management of Task Force agents.

7.4 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.

7.5 The Board may make contracts in its own name, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose, consistent with its powers and in accordance with its approved budget. The Board may not incur obligations or enter into contracts that extend beyond the terms of the Agreement or that exceed its approved budget.

7.6 The Board shall cause to be made an annual audit of the books and accounts of the Task Force to be prepared by the City of Duluth Auditor's office. On or before June 30 of each year of this Agreement it shall file a written report to its members that includes the following information and subject to limitations on information available to the Task Force by applicable law or State data practices acts:

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- 7.6.1 the financial condition of the Task Force;
- 7.6.2 the status of all Task Force projects;
- 7.6.3 the business transacted by the Task Force; and
- 7.6.4 other matters affecting the interests of the Task Force.

7.7 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times and as required by law subject to limitations on dissemination of information by applicable law or State data practices acts.

7.8 The Board may recommend changes in this Agreement to its members.

7.9 The Board shall purchase liability insurance from the League of Minnesota Cities Insurance Trust which shall be payable from Task Force funds.

## 8. **Finances.**

8.1 The cost of operation of the Task Force shall be funded solely from grant funds, forfeiture funds and any matching funds provided by members as required by grant terms.

8.2 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board, and as authorized by its budget. The City of Duluth shall serve as the fiscal agent and shall serve as depository for the Task Force's funds. In no event shall there be a disbursement of Task Force funds from the City of Duluth depository without the signature of the Chief of Police of the City of Duluth or the Chief's designee.

8.3 The Board shall receive a monthly financial report of all expenditures and receipts and current fund balances from the Secretary/Treasurer.

8.4 The members shall contribute their grant funds and required grant matching funds to operate the Task Force. The required grant matching funds from each member will be used to pay the non-grant funded personnel costs of the Task Force.

8.5 The Board shall adopt a budget based upon grant funds, member grant matching funds and money made available from other sources. The budget shall be approved by the Task Force members. The Board may adjust line items but may not exceed the total budget amount without the prior approval of Task Force members.

8.6 The Board may not incur debts.

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8.7 The Task Force's obligation to reimburse members for any expense, furnish equipment, and the like is contingent upon the Task Force receiving Grant Funds. The Board may reduce the level of expense reimbursement and cut back on equipment and other purchases otherwise required by this Agreement if grant funds are reduced.

## 9. Agents and Employment Status.

9.1 Each voting member not a federal agency shall assign at least one experienced peace officer to serve on the Task Force on a full-time basis. The assignment to the Task Force shall be the principal assignment of such peace officer. Officers assigned to the Task Force from non-voting members shall be considered to be "liaison" officers and are not required to be assigned on a full-time basis. Participation in occasional task force activities by officers from non-voting members will be initiated by requests from full-time task force staff members or by the initiation of cases by the "liaison" officers that require or would benefit from task force assistance or participation. Task force case participation by "liaison" officers is contingent upon the "liaison" agency's supervisory approval. The peace officers assigned by voting members shall be licensed peace officers in the State of Minnesota. The peace officers assigned by the City of Superior shall meet the requirements set forth in Minnesota Statutes 471.59, Subd. 12 (1) and (2).

9.2 Peace officers assigned to the Task Force shall not be employees of the Task Force. Peace officers assigned to the Task Force shall remain employees of the member that has assigned them to the Task Force and shall be supervised and paid by that member, not the Task Force.

9.3 Peace officers assigned to the Task Force shall report directly to the Commander on all Task Force activities. Officers assigned to the Task Force as "liaisons" shall report to the Commander or assigned Task Force supervisor during the course of joint operations or investigations. During joint operations and investigations, the Commander or assigned Task Force supervisor shall update and coordinate with the "liaison" officer's supervisor to ensure compliance with work standards and department policy.

9.4 Peace officers will be responsible for drug investigation, including intelligence management, case development, and case charging. Peace Officers assigned to the Task Force shall focus investigative activities on felonies that have the likelihood of being related to the distribution of narcotics, gang activity and/or other cases that have a multijurisdictional impact. Peace officers assigned to the Task Force will also assist other agents in surveillance and undercover operations. Peace officers assigned to the Task Force will work cooperatively with other Federal, State, County and community agencies.

9.5 The member appointing the peace officer shall furnish the agent a weapon and a vehicle and pay any lease payments, insurance, maintenance, and operating costs of the vehicle.

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9.6 Officers assigned to the Task Force as "liaisons" shall be trained in the established operational protocols and practices of the Task Force. Operations involving the use of confidential funds shall require involvement of a full-time Task Force member. Use of Task Force equipment by "liaison" officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or supervisor.

9.7 Officers assigned to the Task Force by member federal law enforcement agencies will be governed by an MOU attached to this Agreement. In the event that any portion of this Agreement conflicts with the MOU, the terms of the MOU shall prevail.

## 10. **Commander and Team Leaders.**

10.1 The Coordinating Agency shall appoint an agent to serve as Commander, subject to the approval of the Board under Section 7.3 hereof. The Commander may be removed at the sole discretion of the Coordinating Agency. The Commander must be a full-time, licensed and/or certified peace officer of the Coordinating Agency and shall be paid by the Coordinating Agency. The Commander shall serve full-time as a Commander of the Task Force. The Commander shall remain an employee of the Coordinating Agency.

10.2 The Commander shall be in charge of the day-to-day operation of the Task Force subject to direction from the Board. The Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, and intelligence management. The Commander shall be the lead agent for any coordinated, large scale Task Force operations. The Commander will assist or advise in the drafting and execution of all search warrants initiated by the Task Force and will work cooperatively with the prosecuting attorney with venue over the case. The Commander shall cause Task Force data to be entered into any statewide system implemented for the purpose of information sharing.

10.3 The Commander shall provide a written report on Task Force activities to the Board at each Board meeting and shall report more frequently as need arises, or at the request of the Board. The Commander shall cause to be prepared and shall submit to the Board on or before the 15th day of each month an accounting of all funds disbursed during the preceding month.

10.4 The Commander may exclude a peace officer from further Task Force involvement subject to review by the Board and approval of the member that assigned the agent to the Task Force.

10.5 The Commander shall appoint an agent to serve as Team Leader in each of the satellite offices. The Team Leader will be in charge of his/her satellite office and shall update and report to the Commander at least once per week.

11. **Forfeitures, Seizures, and Fines.** All money and property that is obtained as a result of a Task Force operation shall be forfeited by the member agency originating the specific case. Forfeited monies or property shall be distributed in the manner consistent with the State Forfeiture Guidelines of the State having jurisdiction over the forfeiture proceedings. The portion of forfeiture proceeds inuring to the members under the applicable law shall be used for the benefit of the Task Force when the related case is considered and reported as a Task Force arrest. The Task Force proceeds shall be deposited into a Task Force forfeited funds account to be maintained by the Coordinating Agency for the Task Force operating expenses. Any disputes on disbursement of funds will be decided by the Board. In the case of Federal forfeiture actions, established Federal law and policy shall be followed. Fine or restitution monies ordered paid to the Task Force by court order may be used to offset equipment or operating costs of the Task Force not funded by grant or matching monies subject to compliance with applicable laws and policy.

12. **Headquarters.**

12.1 The City of Duluth will furnish the Task Force without cost, office space at the Duluth Police Department, 2030 N. Arlington Ave., Duluth, Minnesota, 55811. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by Duluth without costs.

12.2 The St. Louis County Sheriff's Office will furnish office space in the cities of Virginia and Hibbing to the Task Force without cost to be used as satellite offices for members located in northern St. Louis County. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force by St. Louis County without cost.

13. **Liability.**

13.1 It is expressly understood and agreed that neither members nor the Task Force shall be responsible or liable for any claim for injury or death of any peace officer in the employ of another member agency or for any damage to the equipment owned by another member.

13.2 No peace officer acting under this Agreement may be considered, for liability purposes, as an employee or peace officer of any other member, regardless of the supervision or control of the peace officer while providing services on Task Force matters. The peace officer is considered as continuing to be an employee of the peace officer's appointing member.

13.3 Any peace officer acting under this Agreement shall continue to be covered by the peace officer's employing member for purposes of worker's compensation, unemployment compensation, disability, other employee benefits and civil liability purposes in the peace officer's home state. Any peace officer acting in another state under this

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Agreement is considered while so acting to be in the ordinary course of the peace officer's employment with the peace officer's employing member.

13.4 Any peace officer acting under this Agreement in another state is subject to any immunity from liability to the same extent as any officer of the other state.

13.5 Task Force members and employees of affiliate or partner agencies, other than current federal employees, shall not be considered to be federal employees for any purpose, including but not limited to liability under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b)(1), 2671-2780, or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971), or for purposes of the Federal Employees' Compensation Act, 5 U.S.C. § 8101, *et. seq.* The United States shall be liable for the acts or omissions of federal employees acting within the course and scope of their federal employment only to the extent authorized by FTCA and other applicable federal law.

14. **Indemnification.** The Task Force, through the insurance maintained by it hereunder, shall fully indemnify and hold harmless the other members against all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided by Minnesota Statutes, Chapter 466 and Wisconsin Statutes Section 893.80 as well as relevant federal statutes. Notwithstanding the foregoing, nothing in this Agreement shall be construed as requiring HSI- St. Paul to insure, defend or indemnify another Party.

15. **Duration.**

15.1 This Agreement shall take full force and effect and be deemed to commence on January 1, 2017, notwithstanding the date of execution. All members need not sign the same copy; the Agreement may be signed in counterparts. The signed Agreement shall be filed with the St. Louis County Attorney, who shall provide each member a fully executed copy of the Agreement. With the exception of paragraph 4 of this Agreement, implementation is also contingent upon receipt of grant funds. Prior to the effective date of this Agreement, any signatory may rescind its approval.

15.2 It is agreed that participation in the Task Force is voluntary and that any participating agency may withdraw at any time provided that they deliver a written notice to other members at least 30 days prior to withdrawal. If an agency withdraws and the Task Force is not disbanded, the withdrawing agency is not entitled to any equipment or funds held by the Task Force except for the reimbursement of eligible expenses incurred prior to the date of notice of withdrawal.

15.3 In the event that the Task Force is disbanded; all cash and equipment resources remaining after any outstanding obligations are met shall be distributed in accordance with federal grant guidelines and upon a vote of the Board.

16. **Governing Law.** This Agreement shall be governed by the Laws of the State of Minnesota and to the extent necessary, the State of Wisconsin with respect to the City of Superior, and federal law with respect to HSI St. Paul and USBP.

17. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this original Agreement or their successors in office. This Agreement shall supersede all other oral and written agreements prior to execution of this document. Federal law enforcement members' relationship with the Task Force will be governed by a separate Memorandum of Understanding (MOU) attached to this document. In the event that any amended terms of this Agreement and the terms of the MOU conflict, the terms of the MOU prevail.

18. **Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities represented or purported to be represented by such person and have complied with all formal requirements necessary or required by any local, state, and/or federal law in order to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands the day and date first shown below.

*Remainder of this page intentionally left blank. Signature pages to follow.*

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**CITY OF SUPERIOR, WISCONSIN**

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

Attest:

\_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF DULUTH, MINNESOTA**

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

Attest:

\_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

13/18

**CITY OF HERMANTOWN, MINNESOTA**

**ST. LOUIS COUNTY, MINNESOTA**

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

By \_\_\_\_\_  
Chair, County Board

Attest:

Countersigned:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Auditor

Countersigned:

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
City Auditor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

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**CITY OF CLOQUET, MINNESOTA**

**CARLTON COUNTY, MINNESOTA**

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

By \_\_\_\_\_  
Chair, County Board

Attest:

Countersigned:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
County Auditor

Countersigned:

\_\_\_\_\_  
County Sheriff

\_\_\_\_\_  
City Auditor

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Attorney

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**LAKE COUNTY, MINNESOTA**

**U.S. Customs and Border Protection  
U.S. Border Patrol (USBP)**

By \_\_\_\_\_  
Chair, County Board

By \_\_\_\_\_  
Aaron Heitke  
Chief Patrol Agent  
U.S. Border Patrol  
Grand Forks, ND Sector

Countersigned:

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
County Sheriff

Approved as to form:

\_\_\_\_\_  
County Attorney

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**CITY OF HIBBING, MINNESOTA**

**TOWNSHIP OF BREITUNG, MINNESOTA**

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

By \_\_\_\_\_  
Chair, Town Board

Attest:

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk

Countersigned:

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

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**CITY OF VIRGINIA, MINNESOTA**

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

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Police Chief

**CITY OF CHISHOLM, MINNESOTA**

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Police Chief

**CITY OF EVELETH, MINNESOTA**

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

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Police Chief

**CITY OF GILBERT, MINNESOTA**

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Police Chief

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**CITY OF ELY, MINNESOTA**

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

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Police Chief

**CITY OF BABBITT, MINNESOTA**

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

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Police Chief

**EAST RANGE POLICE DEPARTMENT**

By \_\_\_\_\_

Its \_\_\_\_\_

Attest:

\_\_\_\_\_

City of Gilbert  
Request for City Council Action

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**Date:** December 9, 2016

**Issue:** Labor Agreement between the City of Gilbert and American Federation of State, County, and Municipal Employees, AFL-CIO Local Union No. 627, January 1, 2017 – December 31, 2019

**Background:** The contract that was negotiated resulted in 2% pay increases each of the three years, boot/eyeglass allowance increasing from \$100/annually to \$125/annually, addition of Light Duty language, clarification that vacation and sick leave will accrue while on Workers' Compensation leave, the city will have the right to claw back any remaining VEBA contribution from an employee that terminates employment with the city during the year and classifications of employees were defined.

**Council Action:**

City Council action is requested to approve the Labor Agreement Between the City of Gilbert and American Federation of State, County, and Municipal Employees, AFL-CIO Local Union No 627 for a period of January 1, 2017 through December 31, 2019.

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**LABOR AGREEMENT**

**Between**

**CITY OF GILBERT**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 627**

**January 1, 2017 through December 31, 2019**

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LABOR AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 627

And

THE CITY OF GILBERT

**PREAMBLE**

This AGREEMENT, dated the 1st day of January, 2017, entered into between the City of Gilbert, hereinafter referred to as the EMPLOYER, and Local Union No. 627 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the UNION.

**ARTICLE I. PURPOSE OF AGREEMENT**

Section A. It is the intent and purpose of the parties 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 of the Union of a violation by the Employer of this AGREEMENT. As the representative of the Employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this AGREEMENT or adjust or settle the same.

**ARTICLE 2. DEFINITION OF A REGULAR EMPLOYEE**

The term "regular employee", as used in this Agreement, shall mean any employee who has been employed by the City of Gilbert or appointed to work for the City of Gilbert by an authorized supervisor or department head and who works regularly full-time and who has completed one hundred and eighty (180) calendar days as a probationary period.

Full time employees are those employees who are hired to fill a position with the city and are scheduled for a minimum of 32 hours per week. Part time employees are those employees who fill a particular need and are scheduled to work less than 32 hours per week. Temporary employees are those who are hired for a particular time period usually not longer than 90 days, exceptions are to fill in for an absent employee (either full time or part time). Temporary employees are to be paid an amount equivalent to the position filled. Seasonal employees are

those who are hired either full time or part time to cover certain manpower needs for a specific time period (often this is student help to cover summer projects).

**ARTICLE 3. RECOGNITION**

Section A. The Employer recognizes Minnesota Council 65 and Local No. 627, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of the City of Gilbert, Minnesota, in the unit composed of all regular employees, exclusive of Public Works Superintendent, City Clerk, City Attorney, Fire Chief and Police Department Employees, as per certification by the Division of Conciliation dated May 11, 1959, and Case #74-PR-481-A, dated July 15, 1974.

Section B. It has been agreed to in the policy of the Employer that 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 this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

**ARTICLE 4. RESPONSIBILITIES OF PARTIES**

Section A. Each of the parties of this Agreement hereby acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. The Union, including its officers and representatives and all employees, are firmly bound to observe the conditions of this Agreement.

Section D. 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 promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.
3. There shall be no interference with the rights of employees to participate under a fair share arrangement as proscribed in PELRA.

Section E. The Employer and the Union agree that there shall be no discrimination in the work place in violation of applicable law because of race, color, religion, creed, national origin, sex, age, disability, marital status, veterans status, membership in the National Guard, state defense

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force or any reserve component of the military forces of the United States or any other basis prohibited by federal or state law, e.g. Americans with Disabilities Act. In view of the availability and expertise of other forms for determining issues under this section, alleged violations of this Section by the Employer or the Union are subject to the grievance procedure under this contract up to but not including arbitration.

#### **ARTICLE 5. 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 organizational structure; to select, direct and determine the number of personnel; and to establish work schedules.

#### **ARTICLE 6. CHECK-OFF OF UNION DUES**

The EMPLOYER agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local No. 627, which are Union dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 627 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the City Clerk to stop deductions.

The union hereby warrants and covenants that it will indemnify, and save the City harmless from any and all actions, suits, claims, damages, judgments and executions or any other form of liability, liquidated, or unliquidated, which any person may have or claim to have arising out of the deduction of any Union fees, dues or fair share fee.

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.

PEOPLE Deduction. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees that there shall be no liability on the part of the City for the collection of any unpaid PEOPLE contribution.

## ARTICLE 7. HOURS OF WORK

Section A. All regular employees other than clerical shall have a normal work week established as Monday through Friday, 7:00 a.m. through 3:30 p.m. with a one-half hour duty free lunch. Said lunch break shall be between 12 noon and 12:30 normally. The Employer does have the authority to call out employees to work emergencies. Employees will have assignments and be out of the garage by 7:15 a.m. Employees shall abide by the stated time clock policy of the City including the requirement that detailed list of jobs/tasks performed be maintained related to each shift worked. Clerical employees shall work an eight (8) hour day with hours to be staggered in order to have coverage between 8 a.m. and 5 p.m.

1. Whenever any Employee of the City of Gilbert Public Works Department is requested to report for work on a call out basis after their regular shift is over and they have left for the day, or on their day off or reporting for work on a regular work day for which they are not assigned to work shall receive a minimum of two (2) hours pay at one and one-half time.
2. Whenever an employee reports for work on a call out basis, the Employee shall punch in and out on their time card.
3. Any employee working on their normal day off for the purpose of a funeral will receive as compensation two (2) hours pay at time and one-half rates. The punch in, punch out policy shall not be in effect for this provision.

Section B. A single twenty (20) minute coffee break at the shop shall be allowed at 9:00 a.m. each day. Said coffee break may be shifted to accommodate work requirements. Clerical employees shall retain a ten (10) minute coffee break in the morning and the afternoon.

Section C. All employees shall perform whatever duties are assigned to them by the appropriate department head. An employee assigned to work in a higher category for a period of one-half (1/2) day or more shall be compensated at the higher pay rate. Should an employee be assigned to perform work in a lower pay category, the employee's compensation shall not be reduced for a period of two (2) days.

Section D. Overtime distribution shall be as equitable as practical and that: (1) All employees (including the Operating Director) interested in overtime may sign an overtime preference list. (2) The overtime preference list will be provided to the City by the Union and will be brought up to date for employee preference once each year no later than January 5th of the year. (3) The City will maintain a record of all hours worked/refused by Unit employees which will be updated monthly and posted on the shop bulletin board. (4) When overtime occurs, the employee with the least amount of overtime will be asked first, and so on down the list until the overtime requirement is filled. All refusals will be counted as hours worked equal to the number of hours worked by the employee who does the work.

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Time limits for filing of a grievance regarding overtime equalization will be waived until the last two months of the year.

Because of early call out, overtime will not commence until after eight (8) hours of work.

Section E. All employees working over twelve (12) hours shall be provided a meal allowance and time in which to eat their meal. The amount of the meal allowance shall not exceed \$12.00 for each employee.

Section F. Employees in the Water/Wastewater Department who are required to be on call will be paid at \$225.00 per week. The City will provide a cell phone for this purpose. On Call will be on a rotating basis among employees and will be for the entire week, including weekends, for any non-covered work hours.

### ARTICLE 8. OVERTIME PAY

Section A. Hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week will be compensated for at one and one-half (1 1/2) times the employee's regular base pay rate.

Section B. Overtime will be distributed as equally as practical.

Section C. Overtime refused by employees will, for record purposes under Section B, be considered as unpaid overtime worked.

Section D. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section E. Employees may choose to take compensation time in lieu of overtime pay and will be able to have a maximum of forty (40) hours at one time and carry over a maximum of forty (40) hours of comp time from year to year. In order to use the comp time, a request should be put in writing and submitted to the Supervisor at least 48 hours in advance.

### ARTICLE 9. HOLIDAYS

Section A. Employees shall receive the following paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day
President's Day	Fourth of July	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Christmas Eve Day	Veterans Day	Martin Luther King 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) plus the regular straight time rate for the holiday.

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Section C. Employees will be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay. If an employee is sick on the regularly scheduled work day prior to or after the holiday, a doctor's certificate will be required.

Section D. When a paid holiday falls during an employee's vacation period, the employee shall receive an additional day of paid vacation.

Section E. All employees shall receive two (2) personal leave days annually. Each personal leave day must be arranged and approved by the employee's supervisor in advance.

### ARTICLE 10. VACATIONS

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

<u>Years of Service</u>	<u>Hourly Accrual Rate</u>
Date of hire through 3 years	0.019231 hours (40 hours per year)
Start of 4 <sup>th</sup> year through 7 years	0.038462 hours (80 hours per year)
Start of 8 <sup>th</sup> year through 10 years	0.0577 hours (120 hours per year)
Start of 11 year though 15 years	0.0769231 hours (160 hours per year)
Start of 16 <sup>th</sup> year through 17 years	0.096154 hours (200 hours per year)
Start of 18 <sup>th</sup> year through 25 years	0.1154 hours (240 hours per year)
Start of 26 <sup>th</sup> year and beyond	0.13462 hours (280 hours per year)

In determining the length of continuous service, no deduction shall be made for sickness or military leave of absence of thirty (30) days or less. Employees will accrue vacation while on Short Term Disability and/or workers' compensation leave. Newly hired employees will earn and accrue vacation hours upon hire, but they cannot take any vacation time until they complete their probation period.

Section B. Employees, upon resignation, death or retirement, shall be paid for the number of working days of unused vacation accumulated to their credit. However, those employees who resign shall be required to provide a two week written notice of intent to resign to qualify for any terminal vacation. Vacation time shall not be considered as notice time. For any employees hired after the date of 10/1/2011, 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.

Section C. The vacation period of an employee shall not be split, except by mutual agreement of the Employee and the Employer.

Section D. 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

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that the rights of the senior employees will prevail in the selection of vacation time when an agreement cannot be reached among the employees. All vacation shall be approved by both a direct supervisor and the City Clerk.

Section E. Employees will be allowed to carry over only an amount equal to their annual accrual rate. All other vacation time over and above the maximum yearly carry over must be taken prior to December 31st of each calendar year.

Section F. Part time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits in proportion to full time. (e.g. Working 20 hours per week shall receive 50% of vacation accruals).

### **ARTICLE 11. SICK LEAVE**

Section A. All regular full-time employees shall earn sick leave at the rate of eight (8) hours per full calendar month, accumulative to seven hundred twenty (720) hours. Sick leave shall accrue hourly at the start of employment (0.046154 per hour). Employees who have five (5) years of continuous service with the City shall accrue sick leave at the rate of twelve (12) hours per full calendar month (accrued at 0.0692321 per hour). Effective 8/1/2013, as a result of changes to the MN State Statutes 181.9413, employees shall be allowed to use personal sick leave days with pay due to an illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary. Part time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits in proportion to full time. (e.g. Working 20 hours per week shall receive 50% of sick leave accruals).

Employees will accrue sick leave while on Short Term Disability and/or workers' compensation leave.

Section B. The Employer may require satisfactory evidence due to personal illness or injury.

Section C. If an employee is sick or absent in excess of three (3) days, or if the Employer has reason to believe that sick leave is being abused, a doctor's statement may be required which shows the reason for absence.

Section D. The Employer and the Union agree to comply with the following regarding Worker's Compensation. The workers compensation pays 66.67% of the employee's base wage. This compensation is non-taxable and not eligible as PERA earnings, therefore, the workers compensation check will be sent directly to the employee. The employee then has the option of using accrued Sick Leave or accrued Vacation hours in any amount up to 33.33% of the

employee's normal base wage. The Sick Leave or Vacation hours used is taxable income and it is solely the employee's decision if Sick Leave or Vacation leave will be used or not. Using Sick Leave or Vacation Leave provides taxable city wages that potentially cover the employee's contributions for health, dental and life insurance premiums; AFLAC premiums; garnishment deductions; union dues and AFSCME People contribution deductions. At the employee's authorization, the employer shall use these city paid hours to cover these deductions during the time of the leave.

If Sick Leave or Vacation Leave is not used to pay these deductions, the employee will be responsible for paying the city for the above named deductions. The payment for the deductions is to be paid within 10 days of notification of the amount.

Section E. An employee requesting sick leave pay for FMLA must make such request in writing. FMLA will be as per the City Policy dated April 2013.

#### **ARTICLE 12. FUNERAL LEAVE**

Section A. Three (3) consecutive work days absence without loss of pay shall be allowed an employee in the event of a death in the immediate family and in the immediate family of the employee's spouse, namely: spouse, children, parents, brother, sister, grandparents, and grandchildren of the employee and his spouse.

Section B. One-half (1/2) day without the loss of pay shall be granted an employee for attending a funeral as a pallbearer or color guard.

#### **ARTICLE 13. SEVERANCE PAY**

Section A. Upon termination after completion of five (5) years of continuous service to the Employer as a full-time employee, an employee shall be entitled to be paid ten dollars (\$10.00) per day of accumulated sick leave up to a maximum of ninety (90) days. Employees with ten (10) years of continuous service for the City shall receive \$30.00 per each day of accrued sick leave to a maximum of ninety (90) days. Employees with twenty (20) years of continuous service to the Employer shall receive forty dollars (\$40.00) per each day of accrued sick leave to a maximum of ninety (90) days.

Section B. Effective 1/1/2014, this severance pay will be deposited upon retirement into the employee's HCSP.

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

Section D. An employee discharged for just cause or terminated as a result of just cause discipline and/or leaves without the required two (2) week notice to the Employer will be ineligible for severance pay. An employee who is ineligible for severance pay may request the

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Employer to review the employee's reason: so as to make the employee eligible. The Employer's decision after this review is final and not grievable under Article XIV, Grievance Procedure.

#### ARTICLE 14. SENIORITY

Section A. Except for those excluded employees, all regular employees working for the City of Gilbert shall be covered by this Agreement and placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total length of continuous service to the City of Gilbert. All new employees shall be placed on the seniority list after the completion of a one hundred and eighty (180) calendar day probationary period, and during such period, employees may be discharged by the Employer without cause and without the same causing a 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. An employee on workers' compensation leave shall not have his/her seniority ranking affected by such leave. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted. Such employees shall again acquire seniority upon return to employment.

Section D. In the event of a layoff, a regular employee 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. Nothing contained herein shall require the Employer to retain any employee who is not qualified to perform the remaining and/or available work.

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

Section F. 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 G. Notice of all vacancies and newly created positions shall be posted on the 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. The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. The Employer or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. 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, and the classification.

Section H. The seniority list shall be brought up to date January 1st of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the President and Secretary of the Union. Once posted, employees shall have ten (10) calendar days to dispute or point out any discrepancies. After ten days and any necessary corrections are made, the list becomes official and any complaints or claims regarding seniority, the City need only refer to the last posted list for official documentation.

Section I. In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

Section J. All employees shall receive longevity increments as follows:

- |                   |                       |
|-------------------|-----------------------|
| 5 - 10 years- 1%  | 20 – 25 years - 4%    |
| 10 - 15 years- 2% | 25 and over years- 5% |
| 15 - 20 years- 3% |                       |

Section K. Any employee on layoff and recalled by the City by registered mail at the last known address of the employee, 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. Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation of application of the specific terms and conditions of this Agreement by Management or the Union.

Section B. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the Bargaining Unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section C. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time not to exceed one (1) hour without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section D. Procedure: Grievances, as defined in Section 1, shall be directed at the Employee's respective employer, and every step of the grievance procedure as outlined below shall be processed with that respective employer and shall be resolved in conformance with the following procedure:

Step One: An employee claiming a violation concerning the interpretation of application of this Agreement shall, within five (5) working days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give an answer to such Step 1 grievance within three (3) working days after receipt. A grievance not resolved at 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 by the Union within five (5) working days. A grievance not appealed in writing to Step 2 by the Union within five (5) working days shall be considered waived.

Step Two: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within five (5) working 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. A grievance not appealed to Step 3 within ten (10) days shall be considered waived.

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

Step Four: At this Step either party may request that the dispute be submitted to mediation before resorting to binding arbitration as set forth in Step Five.

Step Five: A grievance unresolved in either Step 3 or 4 above, may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended from time to time. 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 E. Arbitrator's Authority

A. The Arbitrator shall have no right to amend, 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 by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

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

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves a suspension, demotion or discharge of a employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of section D, or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Section D, the grievance is not subject to the Arbitration procedure as provided in Step 5 of Section D. The aggrieved employee shall indicate in writing which procedure is to be utilized-Step 5 of Section D, or another appeal procedure- and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 5 of Section D.

## **ARTICLE 16. DISCIPLINE**

Section A. The Employer shall discipline for just cause only.

Section B. Action taken under this Article is subject to Article 15, Grievance Procedure.

Section C. For the most part, the City shall use progressive discipline as a means for the employee to correct inappropriate behavior before such conduct leads to termination. Discipline shall usually follow sequence of: 1) Verbal Warning, 2) Written Warning 3) Suspension without pay and, 4) Termination.

A record of each step shall be placed in the employee's personnel file and shall remain for a period of one year for offenses resulting in verbal or written warnings unless the same or similar offense is repeated or committed by the employee within that year. Disciplinary action resulting in suspension shall remain in the file for a period of two years unless an offense of the same or similar action is committed by the employee. Repeat offenses shall be cause to keep documentation in the file for a period of one or two years from the latest occurrence and thus become grounds for more severe discipline.

**Note:** The process of progressive discipline is not meant to allow employees to conduct themselves in any manner they choose up to three (3) times before being subject to suspension or termination. There are certain types of behavior that are serious enough in nature to warrant immediate suspension or termination.

**ARTICLE 17. GENERAL PROVISIONS**

Section A. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section B. There shall be no replacement of regular employed employees by voluntary or relief workers, however, the City shall not be prohibited from engaging contract workers where a task or tasks require special skill or knowledge not possessed by the City's current employees, or to supplement or assist the City's current employees in cases where the timely completion of work will require additional effort. This provision may be used by the City in controlling overtime costs. The scenarios described in the two previous sentences will only be done by mutual agreement of the Union (Representative or Officer) and Management.

Section C. The Employer will erect and maintain a bulletin board of reasonable size to be placed in each location where employees report for work, such bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

Section D. The Employer and the Union shall work to the end of abolishing all part-time jobs wherever possible.

Section E. The Employer will pay for all physical examinations if required by the City of Gilbert or by any State rules and regulations.

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Section F. The Employer will provide coverall service and rubber gloves and welding gloves for employees in a position where needed. The foreman will be responsible for issuance of gloves. The City will provide adequate rain gear and rubber safety boots for working in trenches.

Section G. All employees will be allowed two (2) reimbursements each year of fifty (\$62.50) dollars (maximum of \$125/year) on July 1<sup>st</sup> and December 31<sup>st</sup> of each year for items that employees use for work (including boots and eyeglasses). Employees shall fill out a reimbursement form and submit it to the Clerk for reimbursement.

Section H. The City will pay for Boiler Licenses, Sewer Licenses, Water Licenses and State of Minnesota Vehicle Certification Licenses which it requires of employees.

Section I. In the event that employee's glasses become unusable due to pitting from welding and/or grinding, the City will replace those glasses. However, it is understood that safety policies require the use of goggles when welding or grinding. The City Clerk shall make the determination as to replacement of the glasses.

#### **ARTICLE 18. SAVINGS CLAUSE**

This Agreement is subject to law. In the event any provision of this Agreement shall be held to be 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.

#### **ARTICLE 19. INSURANCE**

##### Section A.

The health insurance plan will be the VEBA 100 (830) plan with drugs subject to the deductible amounts of \$1200 for Singles and \$2400 for Families (see Appendix B for attached plan document). The Employer shall pay 90% of the monthly premium for employees on both the Single and Family plan. Employees will pay the remaining 10% of the monthly premium. Employees hired on a permanent basis who are scheduled to work a minimum of 30 hours per week are eligible to apply for the city's group health and dental insurance. Part time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits in proportion to full time. (For example, an employee working 20 hours per week shall be eligible to apply for health, dental and life insurance but will be responsible for 50% of the total cost of the insurances).

The Employer will contribute 100% of the deductible to the employee's VEBA accounts by January 1 of each year.

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

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from the employee's Select Account a prorate amount of the contribution based on the number of full months remaining in the year. No withholding shall be taken if the employee has utilized the entire VEBA contribution prior to separation.

During the term of this Contract, 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, taxes 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 \$50,000.00.

Section C. Dental Insurance: The Employer will contribute up to \$35.00 per month per employee and 80% of any increase in excess of \$35.00 for group dental insurance including dependent insurance.

Section D. Insurance Committee: A committee composed of equal members from the City and the Union shall continue to work on ways to reduce the cost of insurance to the City.

Section E. The Employer agrees to pay supplemental premiums in excess of Medicare on behalf of all employees and their spouses, who have retired before December 31, 1990, and who are:

1. Eligible for and receiving PERA retirement benefits;
2. Eligible for Medicare;
3. Have acquired a majority of his or her rights during employment with the City of Gilbert.

Section F. 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 actively employed 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, he/she 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.

This retirement benefit shall not be available to any employee hired after 7/1/04.

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Section G. Sections A and C above shall be open for re-negotiations upon rebidding of the group health insurance plan.

Section H. A long term disability policy shall be provided which provides for 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 11, Sick Leave. The City's policy currently has a \$2,000.00 per month cap which may be renegotiated at a later date.

Any employee on Long Term Disability, shall not be entitled to accumulate vacation or sick leave entitlements or be entitled to holiday pay or any other entitlement pay during their absence.

Section I. Effective 1/1/2016, the Employer will contribute an amount equal to 2% of the employee's income into their HCSP account.

#### **ARTICLE 20. WAIVER**

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

Section B. The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement and for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such term or condition may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

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**ARTICLE 21. DURATION**

Except as otherwise provided, this Agreement shall terminate if there is not agreement to renew the expiration of sixty (60) days after either party shall give written notice of termination to the other party, but in any event shall not terminate earlier than December 31, 2019.

For: The City of Gilbert  
Gilbert, Minnesota

For: Local 627, American Federation of  
State, County & Municipal Employees,  
AFL-CIO

\_\_\_\_\_

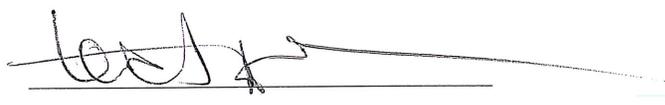
Mayor



Staff Representative

\_\_\_\_\_

City Clerk



President, Local Union 627

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APPENDIX A

SCHEDULE OF WAGE RATES

Classification	1-1-17	1-1-18	1-1-19
	2%	2%	2%
Maintenance I Custodian Laborer	\$21.92/hr	\$22.36	\$22.81
Secretary/ Bookkeeper	\$23.09/hr	\$23.55	\$24.03
Administrative Secretary	\$19.75/hr	\$20.14	\$20.54
Maintenance II Equipment II Operator Sextant Utility Worker	\$22.58/hr	\$23.03	\$23.50
Maintenance III Treatment Plant Operator	\$22.84/hr	\$23.29	\$23.76
Maintenance IV Mechanic	\$23.53/hr	\$24.00	\$24.48
Maintenance V Operating Director	\$28.95/hr	\$29.53	\$30.12
Water/Wastewater Lead Operator	\$26.60/hr	\$27.13	\$27.67

**Note:** Employee assigned and opting to fill in during absence of Public Works Superintendent shall receive Operating Director Rate of pay for all hours in said position. Operating Director will be reclassified to Maintenance II position except in the absence of the Public Works Superintendent.

Probationary Wage Rate for Employees Hired After January 1, 1985:

For the 1st 30 shifts, employee will be paid 80% of applicable base rate.  
For the 2nd 30 shifts, employee will be paid 90% of applicable base rate.  
Thereafter, employee to be paid 100% of applicable base rate.

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Memorandum of Understanding  
Gilbert On-Call Policy

1. The on-call schedule will be determined by consensus.
2. Trading of on call coverage will be equalized within 60 days and trading of coverage will be mutually agreed upon by the individuals involved.
3. The response time is expected to be within a reasonable amount of time, preferably within 60 minutes.
4. For safety measures, when a call out occurs the person responding is to call the St. Louis County dispatcher to have Gilbert Police Department notified as to who is responding to the call out and which facility he/she will be in.
5. If you have the phone it is your responsibility to keep the phone charged.

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Letter of Understanding  
Between the City of Gilbert  
And  
AFSCME Local 627

The following has been agreed to by all parties and shall be treated as part of the Collective Bargaining Agreement, subject to the grievance process, and included as language in the next negotiated contract:

LIGHT DUTY POLICY and RETURN TO WORK POLICY

The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment. All employees shall have the right to return to work/light duty options as outlined in this policy. The Clerk and/or his/her designee, in agreement with the local Union, shall define and assign transitional employment for employees who have injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury. If no transitional employment is available in the employee's classification, the employee may be offered work outside his/her classification on a limited basis with approval of the local Union. The Union and City will agree upon job duties that the employee is able to do and duties that the employee would be able to do with training. Each light duty case and the job duties involved will be reviewed on a case by case basis based on the individual's abilities. In order for any employee to be eligible for early return to work, the following written approval forms shall be provided:

1. Signed authorization and approval of a Report to Work Ability form (see attached). This form must include the signature of the employee's physician and must include the return to work restrictions (if any).
2. Signed authorization from the City Clerk, the Employee, and the Union Representative. The authorization will include the following: proposed date that the city would like the employee back to work and copy of the light duty tasks.

Light duty tasks within the City of Gilbert, shall be classified as those tasks which an employee can work during the report to work ability period. Tasks will be limited based upon physician recommendations and restrictions and include but are not limited to lift/carry restrictions, push/pull restrictions, overhead limit restrictions, driving/operation of machinery restrictions, climbing restrictions and overhead/outstretched work restrictions as found within the Report to Work Ability Form.

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Based upon restrictions found within the Report to Work Ability Form, the City Clerk and the Union involved may prepare a list of job duties which may include the following: assistance with clerical work and office duties, including filing, map review and/or preparation and any such other tasks that comply with the restrictions set forth in the Report to Work Ability Form. These tasks shall be developed so that they meet the restriction requirements found within an individual Report to Work Ability Form. Any tasks or duties so assigned shall, to the greatest extent possible, be taken from the list of tasks found in each employee's job description. The assignment of these tasks or duties will not cause a reduction in hours for any other bargaining unit member.

A list of light duty tasks will be presented to the employee based upon the restrictions found within the Report to Work. The employee shall have a total of three (3) business days to comment and/or appeal the tasks found within the light duty tasks. If, after three (3) business days, no appeal is sought, the employee shall report to work and complete the tasks found as part of the light duty task. If an appeal is sought, the employee shall report to work and complete the tasks found as part of the light duty task. If an appeal is sought, the City employee, his/her union representative and City's union representative shall review the claim and work to find a resolution. If Management desires to change an employee's light duty tasks, it shall again meet with the employee and the Union representative to discuss and agree to any changes. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment. Any change in work schedule will be done only with mutual agreement between the Union and the Employer. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff. The employee will not be assigned any tasks that go beyond the limitations set by the treating physician.

No employee will be disciplined for performance issues based on duties assigned under this temporary assignment for which they were not adequately trained or could not have prior knowledge of the correct procedures/practices.

Hours during the light duty time period may fluctuate depending on the work availability for each employee. The City will not call in an employee unless there is a minimum of three (3) hours of work per business day. Also, because the needs of the City and availability of light duty work may fluctuate from time to time, the City reserves the right to discontinue any early return to work assignments in its sole discretion. No assignment created pursuant to this policy shall continue for a period of more than six (6) consecutive weeks unless that employee provides updated restrictions signed by a physician.

The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the local Union involved, the City, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the local Union involved, the City and the employee with medical documentation. If the

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employee cannot return to their classification and/or assignment based upon medical verification after attaining maximum medical improvement, the City shall attempt to assist them with other employment, education, or training in service within the bargaining unit in accordance with the Contract and the Workers Compensation Laws.

If the injury is not job related and the employee requests to return to work, the City upon receipt of medical verification that the injured employee can perform limited tasks in their classification, the City, subject to the needs of the department, may modify the tasks of the employees' normal assignment to enable the employee to return to work after utilization of the employees' sick leave.

Any such transitional employee will not displace any bargaining unit member while participating in the program. Employees do not waive any rights to Workers Compensation benefits by participating in the Light Duty program.

**For the City of Gilbert:**

\_\_\_\_\_  
Debra Sakrison, City Clerk

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**For AFSCME Local 627:**

\_\_\_\_\_  
Terah Trucano-Rinerson, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Metsa, Staff Representative

\_\_\_\_\_  
Date



# Service Cooperative \$1,200/\$2,400 Deductible Plan

Coverage Period: Beginning on or after 01-01-2017  
 Coverage for: Single and Family | Plan Type: PPO

## Summary of Benefits and Coverage: What this Plan covers & What it Costs

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop) or by calling toll-free 1-888-878-0136.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	<p><b>\$1,200</b>/per person In-Network and Out-of-Network for medical services and prescription drugs</p> <p><b>\$2,400</b>/per family In-Network and Out-of-Network for medical services and prescription drugs</p> <p>Does not apply to prenatal care services from all providers.</p> <p>Does not apply to preventive care services from in-Network Providers.</p> <p>Does not apply to well-child care services from all providers.</p>	<p>You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. The <b>deductible</b> must be met before applicable coinsurance is applied. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1<sup>st</sup>). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b>.</p> <p>This plan has an embedded <b>deductible</b>. The plan begins paying benefits that require cost sharing for the first family member who meets the per-person <b>deductible</b>. The family <b>deductible</b> must then be met by one or more of the remaining family members and then the plan pays benefits for all covered family members.</p>
Are there other deductibles for specific services?	No.	You don't have to meet <b>deductibles</b> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	<p><b>\$1,200</b>/per person In-Network for medical services and prescription drugs</p> <p><b>\$2,400</b>/per family In-Network for medical services and prescription drugs</p> <p><b>\$3,500</b>/per person Out-of-Network for medical services and prescription drugs</p> <p><b>\$6,500</b>/per family Out-of-Network for medical services and prescription drugs</p>	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balanced-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .

**Questions:** Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or by calling toll-free 1-888-878-0136 to request a copy.

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Important Questions	Answers	Why this Matters:																																	
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.																																	
Does this plan use a network of providers?	Yes. For a list of preferred providers, see <a href="http://www.bluecrossmn.com/mnservcoop">www.bluecrossmn.com/mnservcoop</a> or call toll-free 1-888-878-0136.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> . You can see the <b>specialist</b> you choose without permission from this plan.																																	
Do I need a referral to see a specialist?	No.																																		
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <b>excluded services</b> .																																	
 <ul style="list-style-type: none"> <li>• <b>Copayments</b> are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.</li> <li>• <b>Coinsurance</b> is <i>your</i> share of the costs of a covered service, calculated as a percent of the <b>allowed amount</b> for the service. For example, if the plan's <b>allowed amount</b> for an overnight hospital stay is \$1,000, your <b>coinsurance</b> payment of 20% would be \$200. This may change if you haven't met your <b>deductible</b>.</li> <li>• The amount the plan pays for covered services is based on the <b>allowed amount</b>. If an out-of-network <b>provider</b> charges more than the <b>allowed amount</b>, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the <b>allowed amount</b> is \$1,000, you may have to pay the \$500 difference. (This is called <b>balance billing</b>.)</li> <li>• This plan may encourage you to use In-Network <b>providers</b> by charging you lower <b>deductibles</b>, <b>copayments</b> and <b>coinsurance</b> amounts.</li> </ul>																																			
<b>Common Medical Event</b>																																			
If you visit a health care provider's office or clinic	<table border="1"> <thead> <tr> <th data-bbox="868 1144 982 1260">Services You May Need</th> <th data-bbox="868 1260 982 1375">In-Network Provider</th> <th data-bbox="868 1375 982 1491">Out-of-Network Provider</th> <th data-bbox="868 1491 982 1690">Limitations &amp; Exceptions</th> </tr> </thead> <tbody> <tr> <td data-bbox="982 1144 1031 1260">Primary care visit to treat an injury or illness</td> <td data-bbox="982 1260 1031 1375">0% coinsurance</td> <td data-bbox="982 1375 1031 1491">20% coinsurance</td> <td data-bbox="982 1491 1031 1690">_____none</td> </tr> <tr> <td data-bbox="1031 1144 1079 1260">Specialist visit</td> <td data-bbox="1031 1260 1079 1375">0% coinsurance</td> <td data-bbox="1031 1375 1079 1491">20% coinsurance</td> <td data-bbox="1031 1491 1079 1690">_____none</td> </tr> <tr> <td data-bbox="1079 1144 1128 1260">Other practitioner office visit</td> <td data-bbox="1079 1260 1128 1375">0% coinsurance</td> <td data-bbox="1079 1375 1128 1491">20% coinsurance</td> <td data-bbox="1079 1491 1128 1690">_____none</td> </tr> <tr> <td data-bbox="1128 1144 1177 1260">Preventive care/screening/immunization</td> <td data-bbox="1128 1260 1177 1375">No charge</td> <td data-bbox="1128 1375 1177 1491">No charge for well-child services</td> <td data-bbox="1128 1491 1177 1690">_____none</td> </tr> <tr> <td data-bbox="1177 1144 1226 1260">Diagnostic test (x-ray, blood work)</td> <td data-bbox="1177 1260 1226 1375">0% coinsurance</td> <td data-bbox="1177 1375 1226 1491">20% coinsurance</td> <td data-bbox="1177 1491 1226 1690">_____none</td> </tr> <tr> <td data-bbox="1226 1144 1274 1260">Imaging (CT/PET scans, MRIs)</td> <td data-bbox="1226 1260 1274 1375">0% coinsurance</td> <td data-bbox="1226 1375 1274 1491">20% coinsurance</td> <td data-bbox="1226 1491 1274 1690">_____none</td> </tr> <tr> <td data-bbox="1274 1144 1323 1260">Preferred Generic drugs</td> <td data-bbox="1274 1260 1323 1375">0% coinsurance/retail</td> <td data-bbox="1274 1375 1323 1491">0% coinsurance/retail</td> <td data-bbox="1274 1491 1323 1690">31-day supply for retail prescription drugs. 90-day supply for mail order prescription drugs.</td> </tr> </tbody> </table>	Services You May Need	In-Network Provider	Out-of-Network Provider	Limitations & Exceptions	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	_____none	Specialist visit	0% coinsurance	20% coinsurance	_____none	Other practitioner office visit	0% coinsurance	20% coinsurance	_____none	Preventive care/screening/immunization	No charge	No charge for well-child services	_____none	Diagnostic test (x-ray, blood work)	0% coinsurance	20% coinsurance	_____none	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	_____none	Preferred Generic drugs	0% coinsurance/retail	0% coinsurance/retail	31-day supply for retail prescription drugs. 90-day supply for mail order prescription drugs.		
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**Questions:** Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or by calling toll-free 1-888-878-0136 to request a copy.

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Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
More information about <b>prescription drug coverage</b> is available at <a href="http://www.bluecrossmn.com/mnservicecoop">www.bluecrossmn.com/mnservicecoop</a> .	Preferred brand drugs	0% coinsurance/retail 0% coinsurance/mail	0% coinsurance/retail Not covered mail order drugs	31-day supply for retail prescription drugs. 90-day supply for mail order prescription drugs.
	Non-preferred drugs	0% coinsurance/retail 0% coinsurance/mail	0% coinsurance/retail Not covered mail order drugs	31-day supply for retail prescription drugs. 90-day supply for mail order prescription drugs.
	Specialty drugs	Refer to applicable member cost-sharing.	Not covered	No coverage for services from Out-of-Network providers.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	_____none_____
	Physician/surgeon fees	0% coinsurance	20% coinsurance	_____none_____
<b>If you need immediate medical attention</b>	Emergency room services	0% coinsurance	0% coinsurance	_____none_____
	Emergency medical transportation	0% coinsurance	0% coinsurance	_____none_____
	Urgent care	0% coinsurance	20% coinsurance	_____none_____
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	_____none_____
	Physician/surgeon fee	0% coinsurance	20% coinsurance	_____none_____
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	0% coinsurance	20% coinsurance	_____none_____
	Mental/Behavioral health inpatient services	0% coinsurance	20% coinsurance	_____none_____
	Substance use disorder outpatient services	0% coinsurance	20% coinsurance	_____none_____
	Substance use disorder inpatient services	0% coinsurance	20% coinsurance	_____none_____
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge for prenatal care 0% coinsurance for postnatal care	No charge for prenatal care 20% coinsurance for postnatal care	_____none_____
	Delivery and all inpatient services	0% coinsurance	20% coinsurance	_____none_____
	Home health care	0% coinsurance	20% coinsurance	_____none_____
<b>If you need help recovering or have other special health needs</b>	Rehabilitation services	0% coinsurance	20% coinsurance	_____none_____
	habilitation services	0% coinsurance	20% coinsurance	_____none_____
	Skilled nursing care	0% coinsurance	20% coinsurance	_____none_____
	Durable medical equipment	0% coinsurance	20% coinsurance	_____none_____

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Common Medical Event	Services You May Need	Your cost if you use an		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
	Hospice service	0% coinsurance	Not covered	No coverage for services from Out-of-Network providers.
If your child needs dental or eye care	Eye exam	No charge	20% coinsurance	none
	Glasses/Eyewear	Not covered	Not covered	Services are not covered.
	Dental check-up	Not covered	Not covered	Services are not covered.

### Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)	Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)
<ul style="list-style-type: none"> <li>Acupuncture (except as specified in Plan benefits)</li> <li>Cosmetic surgery (except as specified in Plan benefits)</li> <li>Dental Care (except as specified in Plan benefits)</li> <li>Infertility treatment</li> <li>Long-Term Care</li> <li>Routine foot care</li> <li>Weight loss programs</li> </ul>	<ul style="list-style-type: none"> <li>Chiropractic Care</li> <li>Hearing aids (as required by state law)</li> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing (as required by state law)</li> <li>Routine eye care (Adult)</li> </ul>

### Your Rights to Continue Coverage:

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information, on your rights to continue coverage, contact the insurer at toll-free 1-888-878-0136. You may also contact your state insurance department at:

Minnesota Department of Commerce  
Attention: Consumer Concerns/Market Assurance Division  
85 7<sup>th</sup> Place East Suite 500  
St. Paul, MN 55101-2198

### Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

### Does this Coverage Meet the Minimum Value Standard?

Questions: Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or by calling toll-free 1-888-878-0136 to request a copy.

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The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

## **Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: Minnesota Commissioner of Commerce by calling (651) 539-1600 or toll-free 1-800-657-3602. If you are covered under a plan offered by the State Health Plan, a city, county, school district, or Service Coop, you may contact the Department of Health and Human Services Health Insurance team at 888-393-2789.

## **Notice of Nondiscrimination Practices**

Effective July 18, 2016

Blue Cross and Blue Shield of Minnesota and Blue Plus (Blue Cross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender. Blue Cross does not exclude people or treat them differently because of race, color, national origin, age, disability, or gender.

Blue Cross provides resources to access information in alternative formats and languages:

- Auxiliary aids and services, such as qualified interpreters and written information available in other formats, are available free of charge to people with disabilities to assist in communicating with us.
- Language services such as qualified interpreters and information written in other languages are available free of charge to people whose primary language is not English.

If you need these services, contact us at 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711.

If you believe that Blue Cross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Nondiscrimination Civil Rights Coordinator

- by email at: [Civil.Rights.Coord@bluecrossmn.com](mailto:Civil.Rights.Coord@bluecrossmn.com)
- by mail at: Nondiscrimination Civil Rights Coordinator  
Blue Cross and Blue Shield of Minnesota and Blue Plus  
M495  
PO Box 64560  
Eagan, MN 55164-0560
- or by telephone at: 1-800-509-5312

Grievance forms are available by contacting us at the contacts listed above, by calling 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711. If you need help filing a grievance, assistance is available by contacting us at the telephone numbers listed above.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights

**Questions:** Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop).

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## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

The "Patient pays" amounts assume the patient is not using funds from a Flexible Spending Account (FSA), a Health Savings Account (HSA), or an integrated Health Reimbursement Arrangement (HRA), including an integrated HRA funded through a Voluntary Employee Beneficiary Association (VEBA-HRA). Account balances may provide you funds to help cover out-of-pocket expenses.

## Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,190
- Patient pays \$1,350

### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

### Patient pays:

Deductibles	\$1,200
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$150
<b>Total</b>	<b>\$1,350</b>

## Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,120
- Patient pays \$1,280

### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

### Patient pays:

Deductibles	\$1,200
Copays	\$0
Coinsurance	\$0
Limits or exclusions	\$80
<b>Total</b>	<b>\$1,280</b>

**Questions:** Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop).

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or by calling toll-free 1-888-878-0136 to request a copy.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not excluded.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call toll-free 1-888-878-0136 or visit us at [www.bluecrossmn.com/mnservcoop](http://www.bluecrossmn.com/mnservcoop).

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City of Gilbert  
Request for City Council Action

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**Date:** December 9, 2016

**Issue:** Joint Powers Agreement for Police Services

**Background:** This Joint Powers Agreement for Police Services with the City of Biwabik establishes the contract amount for 2017 at \$338,103. The Biwabik City Council will be acting on the agreement Monday, December 12, 2016.

**Council Action:**

City Council action is requested to approve the Joint Powers Agreement for Police Services with the city of Biwabik with an indefinite term and a 2017 contract amount of \$338,103.

# Joint Powers Agreement For Police Services

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This Agreement is made and entered into as of December 12, 2016, between the CITY OF GILBERT, a municipal corporation under the laws of the State of Minnesota (“Gilbert”) and the CITY OF BIWABIK, a municipal corporation under the laws of the State of Minnesota (“Biwabik”). The services to be performed under this Agreement will commence January 1, 2017.

## I. PURPOSE

Gilbert and Biwabik have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which Gilbert will provide police services for Biwabik. Gilbert will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Biwabik. Gilbert will provide feedback to the Biwabik City Administrator and the City Council on a regular and timely basis, and will actively support the joint advisory commission pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor and ensure a successful relationship between the two cities under this Agreement.

## II. INTERPRETATION

This Agreement is entered into following the preparation in 2009 by Biwabik of a Request for Proposal for Police Services and the submission of a responsive Proposal by Gilbert (the “Proposal”). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties’ intent.

## III. SERVICES

Gilbert will provide Biwabik with 24 hour police service and will physically place a certified officer within the boundaries of Biwabik 21 hours a day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing backup for another officer, when called away for a court appearance, booking or similar police matter, sick day, government day, some vacation replacement, Saturday/Sunday day shift. Subject to these exceptions and normal circumstances, Gilbert will provide 24 hour police protection and police presence each day within the City Biwabik. In those instances stated above when an officer is not physically present in Biwabik, Gilbert will respond to police calls with other officers.

# Joint Powers Agreement For Police Services

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## IV. LEVEL OF SERVICES

DURING THE TERM OF THIS Agreement, Gilbert will provide to Biwabik the same police service extended to persons and property within Gilbert, which will include, but be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts:
- B. Police presence within the boundaries of Biwabik 21 hours each day, subject only to the exception noted above:
- C. Animal control services as provided within the City of Gilbert by the animal control service employed by Gilbert:
- D. Enforcement of all ordinance of Biwabik which are intended to be enforced by police officer, with special attention being given to parking, winter and Nuisance ordinances:
- E. Ticketing for traffic violations will be done routinely during normal shifts:
- F. Crime prevention programs that encourage community involvement:
- G. Criminal investigations, crime lab services and supervisory service:
- H. Reports on police services and activities, including monthly and annual reports:
- I. Responses to medical emergencies, fires and other emergencies: responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and follow up information to fire/rescue personnel upon request of such personnel:
- J. Officers will be available at Biwabik City hall to answer question from, and provide information regarding police activities to Biwabik residents, business owners and staff on an as needed basis;
- K. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- L. Review and comment, upon request, of proposed Biwabik ordinances affecting police services or enforcement;

# Joint Powers Agreement For Police Services

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M. Follow-up on reported crimes with the person(s) who reported the crime, routine notification by telephone or mail as to the status of the investigation; and

N. Special event traffic patrol services, including 4<sup>th</sup> of July events; and other events such as periodic parades and festivals;

## V. PAYMENT FOR SERVICES

In consideration of services to be provided under this Agreement, Biwabik will pay Gilbert an annual fee \$338,103 for 2017, for the police services under this Agreement. This Agreement will be effective January 1, 2017 and will continue indefinitely unless cancelled in accordance with the procedure outlined in Section XX of this Agreement. In consideration for services provided for under this Agreement, Gilbert and Biwabik shall establish a fee for these services on an annual basis by September 7<sup>th</sup> each year.

## VI. METHOD OF PAYMENT

Gilbert will bill Biwabik quarterly. Biwabik will promptly remit payments to Gilbert within 30 days after receiving each billing from Gilbert.

## VII. LIABILITY

Gilbert will be responsible for all liability incurred as a result of the actions of Gilbert Police Officers under this Agreement, and will hold Biwabik, its officers and employees harmless for any liability resulting from actions of a Gilbert employee and shall defend Biwabik, its officers and employees, against any claim for damages arising out of Gilbert's performance of this Agreement; provided, however, that if the claim, action or liability is one which is insured by Gilbert's liability insurer, Biwabik will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorney's fees, to the extent not covered by the insurer because of a deductible amount under policy (which deductible amount is currently \$10,000,00).

## VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Biwabik will be under the sole direction of Gilbert. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulation and policies related to police employment, services and activities, will be within the exclusive control of Gilbert.

## IX. JOINT ADVISORY COMMISSION

Both cities will appoint members to a joint advisory commission. The commission will meet the second Tuesday of each month to ensure that this Agreement and the services

# Joint Powers Agreement For Police Services

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performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the commission will be strictly advisory.

## X. COOPERATION AND ASSISTANCE AGREEMENTS

Biwabik will be included in all cooperative agreements, with other police services units, entered into by the Gilbert Police Department.

## XI. HEADQUARTERS

Headquarters for services rendered to Biwabik under this Agreement will be offices owned by Biwabik and Gilbert. Gilbert and Biwabik will each provide office space for police operations for the duration of this Agreement. The citizens of Biwabik may notify headquarters or St. Louis County dispatch for police services requested either in person or by some other means of communication. Gilbert officers may take routine telephone calls and complete routine reports for Biwabik at the office provided by Biwabik. The facilities will include a desk, telephone, computer, base radio, fax and copier.

## XII. EMPLOYEES OF GILBERT

Officers assigned to duty in Biwabik will at all time be employees of Gilbert. All obligations with regard to workers compensation, PERA withholding tax insurance, and similar personnel and employment matters will be the obligation of Gilbert. Biwabik will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty in Biwabik.

## XIII. ENFORCEMENT POLICIES

Enforcement policies of Gilbert will prevail as the enforcement policies within Biwabik. A written statement of the current enforcement policies of Gilbert will be provided in writing to Biwabik.

## XIV. ENFORCEMENT OF ORDINANCES OF THE CITY OF BIWABIK

Gilbert officers assigned to duty within Biwabik will enforce Biwabik ordinances to the extent appropriate for enforcement by police officers.

# Joint Powers Agreement For Police Services

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## XV. OFFENSES

All offenses within Biwabik charged by police officers under this Agreement will be charged in accordance with Biwabik ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

## XVI. COMMUNICATION

Gilbert agrees to provide the Biwabik Administrator with monthly and annual police reports, in a format as is mutually agreed to by the Gilbert Police Chief and the Biwabik City Administrator.

The Gilbert Police Chief will regularly communicate with the Biwabik City Administrator in order ensure that Biwabik is knowledgeable about any police activity in the City, and at the request of the Administrator, the Police Chief will make presentations to the Biwabik City Council.

## XVII. PROSECUTION AND REVENUES

Prosecution costs will be figured into the annual cost of the contracted services between Biwabik and Gilbert each year. Confiscated drug funds, fine revenues and P.O.S.T. training reimbursement will be retained by Gilbert and used for law enforcement purposes.

## XVIII. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2017 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, Gilbert and Biwabik shall establish the fee for police services on an annual basis on or before September 7<sup>th</sup> of each year.

## XIX. TERMINATION OF AGREEMENT

Either Gilbert or Biwabik may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Biwabik and the City Clerk of Gilbert by the 1<sup>st</sup> of April of the year that Gilbert or Biwabik intends to terminate the Agreement. Termination of the Agreement shall be effective on December 31<sup>st</sup> at 11:59 p.m. of the year that either Gilbert or Biwabik terminate the Agreement.

# Joint Powers Agreement For Police Services

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## XXII. REVIEW OF AGREEMENT

From time to time, the terms and conditions of this Agreement shall be reviewed and, revised as Gilbert and Biwabik deem necessary.

## XX. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and Gilbert will not subcontract for any services to be furnished to Biwabik (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF BIWABIK

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

By: \_\_\_\_\_  
City Administrator

CITY OF GILBERT

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

By: \_\_\_\_\_  
City Clerk



CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
101-31000 GENERAL PROPERTY TAXES	.00	287,685.19	912,822.00	625,136.81	31.5
101-31040 FISCAL DISPARITIES	.00	154,807.56	.00	( 154,807.56)	.0
101-31325 1ST RESPONDERS TAX COLLECTED	.00	4,074.98	5,400.00	1,325.02	75.5
101-31400 MINING EFFECTS TAX	.00	30,726.00	30,000.00	( 726.00)	102.4
101-31800 OTHER TAXES	.00	4,557.84	.00	( 4,557.84)	.0
101-31810 FRANCHISE TAXES - CABLE PEG	.00	10,982.75	16,000.00	5,017.25	68.6
101-31900 PENALTIES AND INTEREST DELTAX	.00	355.54	1,000.00	644.46	35.6
<b>TOTAL TAXES</b>	<b>.00</b>	<b>493,189.86</b>	<b>965,222.00</b>	<b>472,032.14</b>	<b>51.1</b>
<u>LIQUOR LICENSES AND PERMITS</u>					
101-32000 LIQUOR LICENSES AND PERMITS	7,415.00	8,565.00	9,665.00	1,100.00	88.6
101-32210 BUILDING PERMITS	.00	1,620.00	2,500.00	880.00	64.8
101-32240 ANIMAL LICENSES	.00	420.50	400.00	( 20.50)	105.1
<b>TOTAL LIQUOR LICENSES AND PERMITS</b>	<b>7,415.00</b>	<b>10,605.50</b>	<b>12,565.00</b>	<b>1,959.50</b>	<b>84.4</b>
<u>INTERGOVERNMENTAL REVENUES</u>					
101-33401 LOCAL GOVERNMENT AID	.00	354,343.50	708,687.00	354,343.50	50.0
101-33405 TACONITE PRODUCTION TAX	.00	30,727.00	30,000.00	( 727.00)	102.4
101-33406 TACONITE HOMESTEAD CREDIT	.00	64,313.87	120,000.00	55,686.13	53.6
101-33408 TACONITE MUNICIPAL AID	.00	192,245.00	225,000.00	32,755.00	85.4
101-33411 ATV GRANTS	.00	8,544.99	15,000.00	6,455.01	57.0
101-33416 POLICE TRAINING REIMBURSEMENT	.00	2,188.63	2,000.00	( 188.63)	109.4
101-33418 FIRE TRAINING REIMBURSEMENT	.00	2,672.00	.00	( 2,672.00)	.0
101-33421 STATE POLICE AID	.00	56,503.51	52,000.00	( 4,503.51)	108.7
101-33428 STATE PMT IN LIEU OF TAXES	.00	.00	12,000.00	12,000.00	.0
101-33440 OTHER STATE GRANTS	.00	10,674.82	.00	( 10,674.82)	.0
101-33442 STATE PERA RATE INCREASE AID	.00	1,818.00	3,636.00	1,818.00	50.0
101-33603 STL OHV PATROLLING GRANT	.00	.00	12,000.00	12,000.00	.0
101-33605 POLICE SAFE AND SOBER	.00	1,590.00	3,500.00	1,910.00	45.4
<b>TOTAL INTERGOVERNMENTAL REVENUES</b>	<b>.00</b>	<b>725,621.32</b>	<b>1,183,823.00</b>	<b>458,201.68</b>	<b>61.3</b>

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
101-34000 CHARGES FOR SERVICES	( 23,677.61)	1,772.31	.00	( 1,772.31)	.0
101-34050 REIMBURSE IT SERVICES	23,677.61	23,677.61	12,000.00	( 11,677.61)	197.3
101-34101 COMMUNITY CENTER RENT REVENUE	1,720.00	10,420.00	9,840.00	( 580.00)	105.9
101-34107 ASSESSMENT SEARCHES	15.00	510.00	500.00	( 10.00)	102.0
101-34200 PUBLIC SAFETY CHARGES FOR SRVS	.00	116.00	.00	( 116.00)	.0
101-34210 BIWABIK'S SHARE OF POLICE	82,063.75	246,191.25	328,255.00	82,063.75	75.0
101-34300 PW CHARGES FOR SERVICES	.00	33.20	.00	( 33.20)	.0
101-34940 CEMETERY REVENUES	1,235.00	9,680.00	15,000.00	5,320.00	64.5
101-34950 OTHER REVENUES	32.50	1,967.89	1,000.00	( 967.89)	196.8
<b>TOTAL CHARGES FOR SERVICES</b>	<b>85,066.25</b>	<b>294,368.26</b>	<b>366,595.00</b>	<b>72,226.74</b>	<b>80.3</b>
<u>FINES AND FORFEITS</u>					
101-35000 FINES AND FORFEITS	4,745.46	10,979.53	20,000.00	9,020.47	54.9
101-35102 PARKING FINES	296.00	3,298.00	3,000.00	( 298.00)	109.9
101-35105 TRESPASS FINES	.00	595.00	.00	( 595.00)	.0
101-35200 FORFEITURES	126.00	126.00	.00	( 126.00)	.0
<b>TOTAL FINES AND FORFEITS</b>	<b>5,167.46</b>	<b>14,998.53</b>	<b>23,000.00</b>	<b>8,001.47</b>	<b>65.2</b>
<u>MISCELLANEOUS REVENUES</u>					
101-36200 MISCELLANEOUS REVENUES	598.60	1,808.17	1,000.00	( 808.17)	180.8
101-36210 INTEREST EARNINGS	.00	68.54	.00	( 68.54)	.0
101-36224 INSURANCE REIMB EMPLOYEES	.00	62.68	.00	( 62.68)	.0
101-36225 INSURANCE REIMB HRA/COBRA	6,507.80	71,066.95	96,784.00	25,717.05	73.4
101-36226 INSURANCE REIMB FOR RETIREES	1,157.87	18,221.57	21,635.00	3,413.43	84.2
101-36230 CONTRIBUTIONS AND DONATIONS	.00	3,000.00	.00	( 3,000.00)	.0
101-36234 1ST RESPONDER FUNDRAISING	.00	50.00	1,000.00	950.00	5.0
101-36235 INSURANCE DIVIDENDS	.00	.00	10,000.00	10,000.00	.0
101-36236 INSURANCE RECOVERY	.00	6,146.10	.00	( 6,146.10)	.0
101-36301 REIMB FOOD SHELF UTILITIES	.00	.00	5,600.00	5,600.00	.0
101-36305 REIMBURSE GENOA TRAIL EXPENSES	4,279.48	4,279.48	.00	( 4,279.48)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>12,543.75</b>	<b>104,703.49</b>	<b>136,019.00</b>	<b>31,315.51</b>	<b>77.0</b>
<u>TRANSFER FROM OTHER FUND</u>					
101-39101 SALES OF GENERAL FIXED ASSETS	.00	2,090.10	.00	( 2,090.10)	.0
<b>TOTAL TRANSFER FROM OTHER FUND</b>	<b>.00</b>	<b>2,090.10</b>	<b>.00</b>	<b>( 2,090.10)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>110,192.46</b>	<b>1,645,577.06</b>	<b>2,687,224.00</b>	<b>1,041,646.94</b>	<b>61.2</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
101-41000-350	.00	246.75	500.00	253.25	49.4
101-41000-437	65.00	155.00	500.00	345.00	31.0
101-41000-490	.00	2,100.00	1,000.00	( 1,100.00)	210.0
<b>TOTAL GENERAL GOVERNMENT</b>	<b>65.00</b>	<b>2,501.75</b>	<b>2,000.00</b>	<b>( 501.75)</b>	<b>125.1</b>
<u>MAYOR AND CITY COUNCIL</u>					
101-41110-100	800.00	8,800.00	9,600.00	800.00	91.7
101-41110-120	61.22	673.42	735.00	61.58	91.6
101-41110-210	.00	.00	500.00	500.00	.0
101-41110-300	980.00	9,482.71	.00	( 9,482.71)	.0
101-41110-329	.00	4,600.00	5,000.00	400.00	92.0
101-41110-331	.00	39.10	1,800.00	1,760.90	2.2
101-41110-350	.00	96.00	500.00	404.00	19.2
101-41110-433	.00	6,730.00	6,500.00	( 230.00)	103.5
<b>TOTAL MAYOR AND CITY COUNCIL</b>	<b>1,841.22</b>	<b>30,421.23</b>	<b>24,635.00</b>	<b>( 5,786.23)</b>	<b>123.5</b>
<u>CITY OFFICE</u>					
101-41400-100	9,718.58	115,542.79	165,250.00	49,707.21	69.9
101-41400-120	1,530.32	18,250.13	25,035.00	6,784.87	72.9
101-41400-130	2,787.64	30,685.08	49,975.00	19,289.92	61.4
101-41400-200	38.76	4,158.59	3,000.00	( 1,158.59)	138.6
101-41400-210	240.23	1,439.61	2,000.00	560.39	72.0
101-41400-300	90.00	8,164.75	1,000.00	( 7,164.75)	816.5
101-41400-309	.00	1,420.00	11,500.00	10,080.00	12.4
101-41400-310	776.07	15,046.15	15,250.00	203.85	98.7
101-41400-320	70.06	209.38	500.00	290.62	41.9
101-41400-321	198.37	2,053.45	2,500.00	446.55	82.1
101-41400-331	.00	1,202.22	2,500.00	1,297.78	48.1
101-41400-350	.00	511.88	500.00	( 11.88)	102.4
101-41400-400	.00	.00	500.00	500.00	.0
101-41400-413	304.69	3,614.02	4,500.00	885.98	80.3
101-41400-418	.00	.00	100.00	100.00	.0
101-41400-430	.00	40.42	500.00	459.58	8.1
101-41400-433	.00	35.00	300.00	265.00	11.7
101-41400-500	.00	5,102.76	.00	( 5,102.76)	.0
<b>TOTAL CITY OFFICE</b>	<b>15,754.72</b>	<b>207,476.23</b>	<b>284,910.00</b>	<b>77,433.77</b>	<b>72.8</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
101-41410-100 WAGES AND SALARIES	1,312.50	2,187.50	3,000.00	812.50	72.9
101-41410-210 OPERATING SUPPLIES	.00	126.10	300.00	173.90	42.0
101-41410-331 TRAINING/TRAVEL EXPENSES	.00	106.38	350.00	243.62	30.4
101-41410-350 PRINT/PUBLISHING	32.50	182.00	50.00	( 132.00)	364.0
101-41410-430 MISCELLANEOUS	.00	519.67	375.00	( 144.67)	138.6
<b>TOTAL ELECTIONS</b>	<b>1,345.00</b>	<b>3,121.65</b>	<b>4,075.00</b>	<b>953.35</b>	<b>76.6</b>
<u>AUDITING</u>					
101-41540-301 AUDITING AND ACCT G SERVICES	.00	18,000.00	17,000.00	( 1,000.00)	105.9
<b>TOTAL AUDITING</b>	<b>.00</b>	<b>18,000.00</b>	<b>17,000.00</b>	<b>( 1,000.00)</b>	<b>105.9</b>
<u>CITY ATTORNEY</u>					
101-41610-304 LEGAL FEES	575.00	6,475.00	18,000.00	11,525.00	36.0
101-41610-430 MISCELLANEOUS	10.00	618.65	180.00	( 438.65)	343.7
<b>TOTAL CITY ATTORNEY</b>	<b>585.00</b>	<b>7,093.65</b>	<b>18,180.00</b>	<b>11,086.35</b>	<b>39.0</b>
<u>PLANNING AND ZONING</u>					
101-41910-100 WAGES AND SALARIES	210.00	2,310.00	2,520.00	210.00	91.7
101-41910-120 EMPLOYER CONTRIB RET	16.07	176.77	195.00	18.23	90.7
101-41910-300 PROFESSIONAL SERVICES	.00	.00	485.00	485.00	.0
101-41910-350 PRINT/PUBLISHING	18.75	33.00	250.00	217.00	13.2
101-41910-430 MISCELLANEOUS	.00	500.00	50.00	( 450.00)	1000.0
<b>TOTAL PLANNING AND ZONING</b>	<b>244.82</b>	<b>3,019.77</b>	<b>3,500.00</b>	<b>480.23</b>	<b>86.3</b>
<u>CITY HALL</u>					
101-41930-100 WAGES AND SALARIES	.00	1,830.00	3,750.00	1,920.00	48.8
101-41930-120 EMPLOYER CONTRIB RET	.00	140.00	290.00	150.00	48.3
101-41930-210 OPERATING SUPPLIES	412.28	5,714.55	7,000.00	1,285.45	81.6
101-41930-300 PROFESSIONAL SRVS	.00	.00	1,000.00	1,000.00	.0
101-41930-321 TELEPHONE	.00	.00	125.00	125.00	.0
101-41930-380 UTILITY SERVICES	1,042.42	13,517.03	18,500.00	4,982.97	73.1
101-41930-383 GAS UTILITIES	94.68	2,392.83	5,500.00	3,107.17	43.5
101-41930-400 REPAIRS & MAINT CONT	.00	1,016.36	2,500.00	1,483.64	40.7
101-41930-430 MISCELLANEOUS	.00	47.04	500.00	452.96	9.4
101-41930-500 CAPITAL OUTLAY	.00	9,112.25	10,000.00	887.75	91.1
<b>TOTAL CITY HALL</b>	<b>1,549.38</b>	<b>33,770.06</b>	<b>49,165.00</b>	<b>15,394.94</b>	<b>68.7</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY CENTER</u>					
101-41940-210	OPERATING SUPPLIES	217.72	3,749.57	5,000.00	1,250.43 75.0
101-41940-380	UTILITY SERVICES	413.81	3,345.29	5,000.00	1,654.71 66.9
101-41940-383	GAS UTILITIES	201.42	4,309.46	9,000.00	4,690.54 47.9
101-41940-400	REPAIRS & MAINT CONT	.00	569.00	1,000.00	431.00 56.9
101-41940-430	MISCELLANEOUS	.00	2,115.00	500.00	( 1,615.00) 423.0
101-41940-500	CAPITAL OUTLAY	.00	5,701.19	.00	( 5,701.19) .0
	<b>TOTAL COMMUNITY CENTER</b>	<b>832.95</b>	<b>19,789.51</b>	<b>20,500.00</b>	<b>710.49 96.5</b>
<u>FIRST RESPONDERS</u>					
101-42000-100	WAGES AND SALARIES	553.50	4,396.50	4,860.00	463.50 90.5
101-42000-120	EMPLOYER CONTRIB RET	42.33	336.32	372.00	35.68 90.4
101-42000-331	TRAINING/TRAVEL EXPENSE	.00	657.57	1,000.00	342.43 65.8
101-42000-432	FIRST RESPONDERS SUPPLIES	87.13	5,397.86	518.00	( 4,879.86) 1042.1
	<b>TOTAL FIRST RESPONDERS</b>	<b>682.96</b>	<b>10,788.25</b>	<b>6,750.00</b>	<b>( 4,038.25) 159.8</b>
<u>POLICE ADMINISTRATION</u>					
101-42110-100	WAGES AND SALARIES	37,312.92	439,806.66	468,650.00	28,843.34 93.9
101-42110-120	EMPLOYER CONTRIB RET	6,561.39	77,293.01	82,715.00	5,421.99 93.4
101-42110-130	EMPLOYER PAID INS	12,418.05	136,349.95	149,110.00	12,760.05 91.4
101-42110-200	OFFICE SUPPLIES	289.49	1,192.44	4,000.00	2,807.56 29.8
101-42110-210	OPERATING SUPPLIES	182.03	7,582.04	10,000.00	2,417.96 75.8
101-42110-212	MOTOR FUELS	1,175.43	11,712.35	22,000.00	10,287.65 53.2
101-42110-221	EQUIPMENT PARTS	1,453.84	4,107.03	4,800.00	692.97 85.6
101-42110-245	ATV GRANT EXPENSES	.00	1,064.84	4,000.00	2,935.16 26.6
101-42110-300	PROFESSIONAL SRVS	.00	1,012.75	12,000.00	10,987.25 8.4
101-42110-304	LEGAL FEES	.00	10,051.00	18,000.00	7,949.00 55.8
101-42110-310	OTHER PROFESSIONAL SERVICES	.00	925.74	3,000.00	2,074.26 30.9
101-42110-320	COMMUNICATIONS	114.28	6,588.10	3,800.00	( 2,788.10) 173.4
101-42110-321	TELEPHONE	214.24	2,236.38	2,400.00	163.62 93.2
101-42110-331	TRAINING/TRAVEL EXPENSES	.00	6,852.75	7,000.00	147.25 97.9
101-42110-350	PRINT/PUBLISHING	.00	671.65	500.00	( 171.65) 134.3
101-42110-400	REPAIRS & MAINT CONT	136.50	2,566.20	8,000.00	5,433.80 32.1
101-42110-417	UNIFORM ALLOWANCE	921.19	6,156.45	5,000.00	( 1,156.45) 123.1
101-42110-430	MISCELLANEOUS	156.13	1,227.39	5,000.00	3,772.61 24.6
101-42110-433	DUES AND SUBSCRIPTIONS	.00	( 150.00)	1,000.00	1,150.00 ( 15.0)
101-42110-436	TOWING CHARGES	135.00	885.00	500.00	( 385.00) 177.0
101-42110-437	OTHER MISCELLANEOUS	.00	.00	1,000.00	1,000.00 .0
101-42110-500	CAPITAL OUTLAY	.00	2,414.00	.00	( 2,414.00) .0
101-42110-550	MOTOR VEHICLES	6,636.46	31,408.76	35,000.00	3,591.24 89.7
101-42110-570	COMPUTERS AND SOFTWARE	.00	260.75	8,000.00	7,739.25 3.3
	<b>TOTAL POLICE ADMINISTRATION</b>	<b>67,706.95</b>	<b>752,215.24</b>	<b>855,475.00</b>	<b>103,259.76 87.9</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
101-42260-100	20,348.00	29,848.00	30,000.00	152.00	99.5
101-42260-120	1,459.71	2,186.51	2,300.00	113.49	95.1
101-42260-210	.00	5,403.74	5,000.00	( 403.74)	108.1
101-42260-212	17.00	638.62	1,500.00	861.38	42.6
101-42260-320	.00	613.87	500.00	( 113.87)	122.8
101-42260-321	32.21	343.33	600.00	256.67	57.2
101-42260-331	.00	640.00	3,560.00	2,920.00	18.0
101-42260-350	.00	.00	300.00	300.00	.0
101-42260-400	.00	1,586.80	2,000.00	413.20	79.3
101-42260-430	148.00	1,016.00	500.00	( 516.00)	203.2
101-42260-500	1,349.33	4,333.98	9,250.00	4,916.02	46.9
101-42260-600	1,750.94	19,069.08	20,830.00	1,760.92	91.6
101-42260-610	176.06	2,127.92	2,295.00	167.08	92.7
<b>TOTAL FIRE DEPARTMENT</b>	<b>25,281.25</b>	<b>67,807.85</b>	<b>78,635.00</b>	<b>10,827.15</b>	<b>86.2</b>
<u>ANIMAL CONTROL</u>					
101-42700-210	62.23	62.23	500.00	437.77	12.5
101-42700-300	416.63	5,000.00	5,000.00	.00	100.0
<b>TOTAL ANIMAL CONTROL</b>	<b>478.86</b>	<b>5,062.23</b>	<b>5,500.00</b>	<b>437.77</b>	<b>92.0</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
101-43000-100	23,779.39	260,620.65	313,735.00	53,114.35	83.1
101-43000-103	.00	4,600.00	10,400.00	5,800.00	44.2
101-43000-120	3,999.35	45,973.50	48,326.00	2,352.50	95.1
101-43000-130	9,396.77	114,150.72	131,265.00	17,114.28	87.0
101-43000-200	.00	.00	500.00	500.00	.0
101-43000-208	.00	3,860.21	3,000.00	( 860.21)	128.7
101-43000-210	557.91	9,536.63	12,500.00	2,963.37	76.3
101-43000-212	1,235.12	15,113.51	30,000.00	14,886.49	50.4
101-43000-217	730.17	2,066.75	1,000.00	( 1,066.75)	206.7
101-43000-220	.00	3,037.67	10,000.00	6,962.33	30.4
101-43000-221	2,372.04	9,588.61	10,000.00	411.39	95.9
101-43000-222	1,015.00	3,122.52	6,000.00	2,877.48	52.0
101-43000-224	3,171.57	8,517.43	10,000.00	1,482.57	85.2
101-43000-225	.00	225.00	.00	( 225.00)	.0
101-43000-300	176.83	176.83	5,000.00	4,823.17	3.5
101-43000-306	.00	185.00	500.00	315.00	37.0
101-43000-320	.00	69.98	250.00	180.02	28.0
101-43000-321	95.44	1,233.64	1,500.00	266.36	82.2
101-43000-331	.00	20.00	500.00	480.00	4.0
101-43000-350	39.00	57.00	150.00	93.00	38.0
101-43000-380	400.51	4,829.64	7,500.00	2,670.36	64.4
101-43000-383	151.32	3,082.04	8,000.00	4,917.96	38.5
101-43000-387	3,287.37	24,952.33	25,000.00	47.67	99.8
101-43000-400	.00	6,730.19	15,000.00	8,269.81	44.9
101-43000-416	.00	.00	5,000.00	5,000.00	.0
101-43000-418	.00	.00	600.00	600.00	.0
101-43000-430	.00	595.00	1,000.00	405.00	59.5
101-43000-500	.00	.00	30,000.00	30,000.00	.0
TOTAL PUBLIC WORKS	50,407.79	522,344.85	686,726.00	164,381.15	76.1
<u>RECYCLING</u>					
101-44000-210	.00	.00	1,000.00	1,000.00	.0
101-44000-380	203.58	2,106.00	3,000.00	894.00	70.2
TOTAL RECYCLING	203.58	2,106.00	4,000.00	1,894.00	52.7

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CULTURE AND RECREATION</u>					
101-45000-360	INSURANCE	.00	.00	1,100.00	1,100.00 .0
101-45000-361	GENERAL LIABILITY INS	.00	.00	3,500.00	3,500.00 .0
101-45000-400	REPAIRS & MAINT CONT	.00	.00	1,000.00	1,000.00 .0
101-45000-407	RANGE RECREATION CIVIC CENTER	.00	4,032.45	4,050.00	17.55 99.6
101-45000-408	OHV PARKS AND TRAILS	.00	.00	1,200.00	1,200.00 .0
101-45000-409	OHV MN JEEPERS	.00	6,594.65	12,000.00	5,405.35 55.0
101-45000-410	OHV TRAIL - GENOA	.00	7,308.74	3,000.00	( 4,308.74) 243.6
TOTAL CULTURE AND RECREATION		.00	17,935.84	25,850.00	7,914.16 69.4
<u>RECREATION CENTERS</u>					
101-45122-103	PART-TIME EMPLOYEES	.00	11,578.00	7,920.00	( 3,658.00) 146.2
101-45122-120	EMPLOYER CONTRIB RET	.00	885.74	605.00	( 280.74) 146.4
101-45122-210	OPERATING SUPPLIES	.00	1,797.73	3,500.00	1,702.27 51.4
101-45122-220	REPAIR/MAINT SUPPLY	.00	379.11	1,000.00	620.89 37.9
101-45122-225	LANDSCAPING MATERIALS	.00	.00	500.00	500.00 .0
101-45122-300	PROFESSIONAL SRVS	.00	15,484.00	15,484.00	.00 100.0
101-45122-321	TELEPHONE	27.50	306.20	400.00	93.80 76.6
101-45122-380	UTILITY SERVICES	668.08	11,603.95	15,000.00	3,396.05 77.4
101-45122-400	REPAIRS & MAINT CONT	.00	2,053.27	3,000.00	946.73 68.4
101-45122-430	MISCELLANEOUS	.00	1,389.10	5,000.00	3,610.90 27.8
TOTAL RECREATION CENTERS		695.58	45,477.10	52,409.00	6,931.90 86.8
<u>CEMETERY</u>					
101-49000-210	OPERATING SUPPLIES	96.34	1,428.11	5,000.00	3,571.89 28.6
101-49000-303	ENGINEERING FEES	.00	.00	1,000.00	1,000.00 .0
101-49000-380	UTILITY SERVICES	126.27	813.84	1,000.00	186.16 81.4
101-49000-400	REPAIRS & MAINT CONT	.00	778.28	2,000.00	1,221.72 38.9
101-49000-500	CAPITAL OUTLAY	.00	.00	20,000.00	20,000.00 .0
TOTAL CEMETERY		222.61	3,020.23	29,000.00	25,979.77 10.4
<u>UNALLOCATED EXPENDITURES</u>					
101-49200-130	EMPLOYER PAID INS	16,480.10	192,849.53	235,416.00	42,566.47 81.9
101-49200-360	INSURANCE	585.18	180,595.53	165,000.00	( 15,595.53) 109.5
101-49200-380	UTILITY SERVICES	658.70	6,192.41	7,500.00	1,307.59 82.6
101-49200-385	ROCK HOUSE UTILITIES	124.54	501.28	500.00	( 1.28) 100.3
101-49200-388	CB - UTILITIES	8.46	114.70	130.00	15.30 88.2
101-49200-430	MISCELLANEOUS	2,424.86	7,053.72	10,000.00	2,946.28 70.5
TOTAL UNALLOCATED EXPENDITURES		20,281.84	387,307.17	418,546.00	31,238.83 92.5

CITY OF GILBERT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFER TO OTHER FUNDS</u>					
101-49900-720 OPERATING TRANSFERS	100,000.00	100,000.00	100,000.00	.00	100.0
TOTAL TRANSFER TO OTHER FUNDS	100,000.00	100,000.00	100,000.00	.00	100.0
TOTAL FUND EXPENDITURES	288,179.51	2,239,258.61	2,686,856.00	447,597.39	83.3
NET REVENUE OVER EXPENDITURES	( 177,987.05)	( 593,681.55)	368.00	594,049.55	(16132)

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
211-31000 GENERAL PROPERTY TAXES	.00	65,111.83	107,000.00	41,888.17	60.9
211-31040 FISCAL DISPARITIES	.00	229.91	.00	( 229.91)	.0
211-31800 OTHER TAXES	.00	1.01	.00	( 1.01)	.0
TOTAL TAXES	.00	65,342.75	107,000.00	41,657.25	61.1
<u>INTERGOVERNMENTAL REVENUE</u>					
211-33406 TAC HOMESTEAD CREDIT	.00	3.97	.00	( 3.97)	.0
TOTAL INTERGOVERNMENTAL REVENUE	.00	3.97	.00	( 3.97)	.0
<u>LIBRARY REVENUES</u>					
211-34760 LIBRARY USE FEES	35.60	1,425.32	3,000.00	1,574.68	47.5
TOTAL LIBRARY REVENUES	35.60	1,425.32	3,000.00	1,574.68	47.5
<u>SOURCE 36</u>					
211-36200 MISCELLANEOUS REVENUES	422.50	3,188.35	.00	( 3,188.35)	.0
TOTAL SOURCE 36	422.50	3,188.35	.00	( 3,188.35)	.0
<u>SOURCE 39</u>					
211-39601 CONTRIBUTIONS	.00	15,218.79	7,220.00	( 7,998.79)	210.8
TOTAL SOURCE 39	.00	15,218.79	7,220.00	( 7,998.79)	210.8
TOTAL FUND REVENUE	458.10	85,179.18	117,220.00	32,040.82	72.7

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

LIBRARY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LIBRARIES</u>					
211-45500-100 WAGES AND SALARIES	6,046.20	72,957.20	77,922.00	4,964.80	93.6
211-45500-120 EMPLOYER CONTRIB RET	904.58	10,893.66	12,100.00	1,206.34	90.0
211-45500-130 EMPLOYER PAID INS	932.61	10,257.11	15,000.00	4,742.89	68.4
211-45500-200 OFFICE SUPPLIES	184.05	1,901.13	2,600.00	698.87	73.1
211-45500-210 OPERATING SUPPLIES	1,169.19	12,145.47	15,500.00	3,354.53	78.4
211-45500-321 TELEPHONE	56.75	577.84	700.00	122.16	82.6
211-45500-331 TRAINING/TRAVEL EXPENSES	.00	511.25	500.00	( 11.25)	102.3
211-45500-340 ADVERTISING	.00	.00	200.00	200.00	.0
211-45500-380 UTILITY SERVICES	103.45	836.32	1,300.00	463.68	64.3
211-45500-383 GAS UTILITIES	50.36	1,077.38	3,500.00	2,422.62	30.8
211-45500-400 REPAIRS & MAINT CONT	95.35	218.00	.00	( 218.00)	.0
211-45500-430 MISCELLANEOUS	.00	1,251.00	300.00	( 951.00)	417.0
211-45500-500 CAPITAL OUTLAY	.00	1,587.61	.00	( 1,587.61)	.0
211-45500-570 COMPUTERS AND SOFTWARE	69.98	5,402.04	500.00	( 4,902.04)	1080.4
<b>TOTAL LIBRARIES</b>	<b>9,612.52</b>	<b>119,616.01</b>	<b>130,122.00</b>	<b>10,505.99</b>	<b>91.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>9,612.52</b>	<b>119,616.01</b>	<b>130,122.00</b>	<b>10,505.99</b>	<b>91.9</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 9,154.42)</b>	<b>( 34,436.83)</b>	<b>( 12,902.00)</b>	<b>21,534.83</b>	<b>(266.9)</b>

CITY OF GILBERT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

STOREFRONT RENOVATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
213-34950 OTHER REVENUES	250.00	4,707.87	3,000.00	( 1,707.87)	156.9
TOTAL SOURCE 34	250.00	4,707.87	3,000.00	( 1,707.87)	156.9
TOTAL FUND REVENUE	250.00	4,707.87	3,000.00	( 1,707.87)	156.9

CITY OF GILBERT  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

STOREFRONT RENOVATION

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
213-41000-450 LOANS DISBURSED	.00	20,000.00	.00	( 20,000.00)	.0
TOTAL GENERAL GOVERNMENT	.00	20,000.00	.00	( 20,000.00)	.0
TOTAL FUND EXPENDITURES	.00	20,000.00	.00	( 20,000.00)	.0
NET REVENUE OVER EXPENDITURES	250.00	( 15,292.13)	3,000.00	18,292.13	(509.7)

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CAMPGROUND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARK FEES</u>					
224-34780 PARK FEES	.00	89,235.73	90,000.00	764.27	99.2
224-34785 FIREWOOD SALES	.00	7,255.00	7,500.00	245.00	96.7
224-34786 ICE SALES	.00	2,391.00	3,000.00	609.00	79.7
224-34789 MISCELLANEOUS CHARGES	.00	1,081.50	1,500.00	418.50	72.1
<b>TOTAL PARK FEES</b>	<b>.00</b>	<b>99,963.23</b>	<b>102,000.00</b>	<b>2,036.77</b>	<b>98.0</b>
<u>MISCELLANEOUS REVENUES</u>					
224-36200 MISCELLANEOUS REVENUES	.00	3,659.38	500.00	( 3,159.38)	731.9
224-36210 INTEREST	.00	123.97	.00	( 123.97)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>.00</b>	<b>3,783.35</b>	<b>500.00</b>	<b>( 3,283.35)</b>	<b>756.7</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>103,746.58</b>	<b>102,500.00</b>	<b>( 1,246.58)</b>	<b>101.2</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

CAMPGROUND FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAMPGROUND</u>					
224-45183-200 OFFICE SUPPLIES	.00	130.30	200.00	69.70	65.2
224-45183-207 COMPUTER SUPPLIES	.00	.00	1,000.00	1,000.00	.0
224-45183-210 OPERATING SUPPLIES	22.60	3,273.89	6,000.00	2,726.11	54.6
224-45183-212 MOTOR FUELS	.00	296.87	600.00	303.13	49.5
224-45183-217 OTHER OPERATING SUPPLIES	.00	1,808.32	500.00	( 1,308.32)	361.7
224-45183-223 BUILDING REPAIR SUPPLIES	.00	.00	500.00	500.00	.0
224-45183-225 LANDSCAPING MATERIALS	.00	195.77	400.00	204.23	48.9
224-45183-257 ICE/WOOD FOR RESALE	.00	5,889.20	5,500.00	( 389.20)	107.1
224-45183-300 PROFESSIONAL SRVS	.00	30,289.49	30,000.00	( 289.49)	101.0
224-45183-320 COMMUNICATIONS	.00	436.50	1,400.00	963.50	31.2
224-45183-321 TELEPHONE	65.60	799.66	500.00	( 299.66)	159.9
224-45183-340 ADVERTISING	.00	1,562.00	2,400.00	838.00	65.1
224-45183-350 PRINT/PUBLISHING	.00	.00	100.00	100.00	.0
224-45183-380 UTILITY SERVICES	1,425.42	16,585.51	18,500.00	1,914.49	89.7
224-45183-410 RENTALS	.00	.00	600.00	600.00	.0
224-45183-430 MISCELLANEOUS	.00	17.28	1,500.00	1,482.72	1.2
224-45183-437 OTHER MISCELLANEOUS	117.50	1,732.77	.00	( 1,732.77)	.0
224-45183-500 CAPITAL OUTLAY	10,585.97	21,051.17	4,000.00	( 17,051.17)	526.3
<b>TOTAL CAMPGROUND</b>	<b>12,217.09</b>	<b>84,068.73</b>	<b>73,700.00</b>	<b>( 10,368.73)</b>	<b>114.1</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>12,217.09</b>	<b>84,068.73</b>	<b>73,700.00</b>	<b>( 10,368.73)</b>	<b>114.1</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,217.09)</b>	<b>19,677.85</b>	<b>28,800.00</b>	<b>9,122.15</b>	<b>68.3</b>

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL PROPERTY TAXES</u>					
301-31000 GENERAL PROPERTY TAXES	.00	40,429.05	117,000.00	76,570.95	34.6
301-31040 FISCAL DISPARITIES	.00	17,669.69	.00	( 17,669.69)	.0
301-31800 OTHER TAXES	.00	522.56	.00	( 522.56)	.0
301-31900 PENALTIES AND INTEREST DELTAX	.00	10.65	.00	( 10.65)	.0
301-31910 TACONITE HOMESTED CREDIT	.00	7,373.42	.00	( 7,373.42)	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL GENERAL PROPERTY TAXES	.00	66,005.37	117,000.00	50,994.63	56.4
<u>SPECIAL ASSESSMENTS</u>					
301-36100 SPECIAL ASSESSMENTS	.00	354.65	.00	( 354.65)	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL SPECIAL ASSESSMENTS	.00	354.65	.00	( 354.65)	.0
<u>BOND PROCEEDS</u>					
301-39500 REBATE OF INTEREST REVENUE	.00	2,432.83	.00	( 2,432.83)	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL BOND PROCEEDS	.00	2,432.83	.00	( 2,432.83)	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FUND REVENUE	.00	68,792.85	117,000.00	48,207.15	58.8

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

GENERAL DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
301-41000-600 DEBT SRV PRINCIPAL	.00	11,000.00	106,000.00	95,000.00	10.4
301-41000-601 DEBT SRV BOND PRINCIPAL	.00	95,000.00	.00	( 95,000.00)	.0
301-41000-610 INTEREST	.00	211.00	.00	( 211.00)	.0
301-41000-611 BOND INTEREST	.00	9,315.24	9,526.00	210.76	97.8
301-41000-620 FISCAL AGENT S FEES	.00	689.12	1,100.00	410.88	62.7
TOTAL GENERAL GOVERNMENT	.00	116,215.36	116,626.00	410.64	99.7
TOTAL FUND EXPENDITURES	.00	116,215.36	116,626.00	410.64	99.7
NET REVENUE OVER EXPENDITURES	.00	( 47,422.51)	374.00	47,796.51	(12679)

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

PERMANENT IMPROVEMENT REVOLVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 33</u>					
501-33000 INTERGOVERNMENTAL REVENUES	.00	72,823.20	.00	( 72,823.20)	.0
501-33630 IRRRB GRANTS	.00	148,689.45	.00	( 148,689.45)	.0
<b>TOTAL SOURCE 33</b>	<b>.00</b>	<b>221,512.65</b>	<b>.00</b>	<b>( 221,512.65)</b>	<b>.0</b>
<u>MISCELLANEOUS REVENUES</u>					
501-36100 SPECIAL ASSESSMENTS	4,000.00	4,000.00	.00	( 4,000.00)	.0
501-36200 MISCELLANEOUS REVENUES	.00	39.40	.00	( 39.40)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>4,000.00</b>	<b>4,039.40</b>	<b>.00</b>	<b>( 4,039.40)</b>	<b>.0</b>
<u>SOURCE 39</u>					
501-39200 TRANSFER IN	100,000.00	100,000.00	.00	( 100,000.00)	.0
<b>TOTAL SOURCE 39</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>.00</b>	<b>( 100,000.00)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>104,000.00</b>	<b>325,552.05</b>	<b>.00</b>	<b>( 325,552.05)</b>	<b>.0</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

PERMANENT IMPROVEMENT REVOLVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>					
501-41000-500 CAPITAL OUTLAY	.00	17,792.75	.00	( 17,792.75)	.0
501-41000-503 ENTERPRISE TRAIL	.00	179,962.30	.00	( 179,962.30)	.0
501-41000-507 MCKINLEY WATER EXTENSION	.00	351,354.60	.00	( 351,354.60)	.0
501-41000-517 CIRCLE DRIVE	.00	55,486.64	.00	( 55,486.64)	.0
501-41000-520 PROJ 15-214 KANSAS ADD'N RESID	.00	40,000.00	.00	( 40,000.00)	.0
501-41000-521 PROJ NO 15-196 GENOA SANITARY	695.64	91,203.58	.00	( 91,203.58)	.0
TOTAL GENERAL GOVERNMENT	695.64	735,799.87	.00	( 735,799.87)	.0
TOTAL FUND EXPENDITURES	695.64	735,799.87	.00	( 735,799.87)	.0
NET REVENUE OVER EXPENDITURES	103,304.36	( 410,247.82)	.00	410,247.82	.0

CITY OF GILBERT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER REVENUES</u>					
601-34106 CELL TOWER FEES	.00	12,500.00	.00	( 12,500.00)	.0
601-34950 OTHER REVENUES	.00	998.00	.00	( 998.00)	.0
TOTAL OTHER REVENUES	.00	13,498.00	.00	( 13,498.00)	.0
<u>MISCELLANEOUS REVENUES</u>					
601-36227 INSURANCE REIMBURSEMENT	.00	( 2,048.20)	.00	2,048.20	.0
TOTAL MISCELLANEOUS REVENUES	.00	( 2,048.20)	.00	2,048.20	.0
<u>WATER SALES</u>					
601-37100 WATER SALES-GILBERT	29,897.43	320,544.04	.00	( 320,544.04)	.0
601-37150 WATER SALES-FAYAL	242.14	2,968.75	.00	( 2,968.75)	.0
601-37155 CHARGES FOR WATER DEBT	4,133.83	43,665.56	.00	( 43,665.56)	.0
601-37450 UTILITY CONNECT/RECONNECT FEE	100.00	1,000.00	.00	( 1,000.00)	.0
601-37460 WATER PENALTY	.00	6,362.14	.00	( 6,362.14)	.0
TOTAL WATER SALES	34,373.40	374,540.49	.00	( 374,540.49)	.0
<u>OTHER FINANCING SOURCES</u>					
601-39500 REFUND - BOND INTEREST	.00	2,228.10	.00	( 2,228.10)	.0
TOTAL OTHER FINANCING SOURCES	.00	2,228.10	.00	( 2,228.10)	.0
TOTAL FUND REVENUE	34,373.40	388,218.39	.00	( 388,218.39)	.0

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER UTILITIES</u>					
601-49430-100	6,293.73	71,851.25	.00	( 71,851.25)	.0
601-49430-120	1,058.67	12,096.74	.00	( 12,096.74)	.0
601-49430-130	2,887.59	45,623.79	.00	( 45,623.79)	.0
601-49430-210	682.52	3,754.41	.00	( 3,754.41)	.0
601-49430-212	64.77	979.30	.00	( 979.30)	.0
601-49430-216	550.32	20,998.04	.00	( 20,998.04)	.0
601-49430-217	.00	3,759.25	.00	( 3,759.25)	.0
601-49430-220	679.40	1,638.07	.00	( 1,638.07)	.0
601-49430-300	474.88	10,382.47	.00	( 10,382.47)	.0
601-49430-301	.00	3,250.00	.00	( 3,250.00)	.0
601-49430-309	.00	3,761.00	.00	( 3,761.00)	.0
601-49430-321	46.36	931.03	.00	( 931.03)	.0
601-49430-322	92.12	840.33	.00	( 840.33)	.0
601-49430-331	244.93	2,179.85	.00	( 2,179.85)	.0
601-49430-350	79.28	979.57	.00	( 979.57)	.0
601-49430-380	1,366.27	22,335.35	.00	( 22,335.35)	.0
601-49430-404	.00	12,134.17	.00	( 12,134.17)	.0
601-49430-430	23.00	1,389.81	.00	( 1,389.81)	.0
601-49430-433	.00	620.50	.00	( 620.50)	.0
601-49430-438	30.80	826.30	.00	( 826.30)	.0
601-49430-500	.00	14,631.61	.00	( 14,631.61)	.0
601-49430-570	.00	1,089.00	.00	( 1,089.00)	.0
601-49430-601	.00	32,388.00	.00	( 32,388.00)	.0
601-49430-610	.00	3,777.84	.00	( 3,777.84)	.0
601-49430-611	.00	4,516.80	.00	( 4,516.80)	.0
601-49430-620	.00	264.83	.00	( 264.83)	.0
<b>TOTAL WATER UTILITIES</b>	<b>14,574.64</b>	<b>276,999.31</b>	<b>.00</b>	<b>( 276,999.31)</b>	<b>.0</b>
<u>DEPARTMENT 990</u>					
601-49990-805	.00	( 2,048.20)	.00	2,048.20	.0
<b>TOTAL DEPARTMENT 990</b>	<b>.00</b>	<b>( 2,048.20)</b>	<b>.00</b>	<b>2,048.20</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>14,574.64</b>	<b>274,951.11</b>	<b>.00</b>	<b>( 274,951.11)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>19,798.76</b>	<b>113,267.28</b>	<b>.00</b>	<b>( 113,267.28)</b>	<b>.0</b>

CITY OF GILBERT  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
602-31900 PENALTIES AND INTEREST DELTAX	.00	29.38	.00	( 29.38)	.0
TOTAL TAXES	.00	29.38	.00	( 29.38)	.0
<u>OTHER REVENUES</u>					
602-36100 SPECIAL ASSESSMENTS	.00	17,500.24	.00	( 17,500.24)	.0
TOTAL OTHER REVENUES	.00	17,500.24	.00	( 17,500.24)	.0
<u>SEWER SALES</u>					
602-37155 CHARGES FOR SEWER DEBT	8,464.31	89,160.69	.00	( 89,160.69)	.0
602-37200 SEWER SALES GILBERT	30,185.74	314,924.71	.00	( 314,924.71)	.0
602-37250 SEWER SALES FAYAL	14,270.09	186,944.90	.00	( 186,944.90)	.0
602-37460 SEWER PENALTY	.00	6,471.44	.00	( 6,471.44)	.0
TOTAL SEWER SALES	52,920.14	597,501.74	.00	( 597,501.74)	.0
<u>OTHER FINANCING SOURCES</u>					
602-39500 REFUND - BOND INTEREST	.00	1,659.19	.00	( 1,659.19)	.0
TOTAL OTHER FINANCING SOURCES	.00	1,659.19	.00	( 1,659.19)	.0
TOTAL FUND REVENUE	52,920.14	616,690.55	.00	( 616,690.55)	.0

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
602-49480-100 WAGES AND SALARIES	6,293.71	71,851.22	.00 (	71,851.22)	.0
602-49480-120 EMPLOYER CONTRIB RET	1,058.66	12,096.64	.00 (	12,096.64)	.0
602-49480-130 EMPLOYER PAID INS	4,101.10	45,203.94	.00 (	45,203.94)	.0
602-49480-210 OPERATING SUPPLIES	325.60	4,952.38	.00 (	4,952.38)	.0
602-49480-212 MOTOR FUELS	126.33	844.84	.00 (	844.84)	.0
602-49480-216 CHEMICALS AND CHEM PRODUCTS	584.94	13,567.68	.00 (	13,567.68)	.0
602-49480-217 OTHER OPERATING SUPPLIES	.00	921.80	.00 (	921.80)	.0
602-49480-220 REPAIR/MAINT SUPPLY	54.39	3,934.14	.00 (	3,934.14)	.0
602-49480-300 PROFESSIONAL SRVS	.00	6,773.75	.00 (	6,773.75)	.0
602-49480-301 AUDITING AND ACCT G SERVICES	.00	3,250.00	.00 (	3,250.00)	.0
602-49480-303 ENGINEERING FEES	.00	18,864.89	.00 (	18,864.89)	.0
602-49480-309 EDP, SOFTWARE AND DESIGN	.00	3,761.00	.00 (	3,761.00)	.0
602-49480-310 OTHER PROFESSIONAL SERVICES	8,463.32	21,715.09	.00 (	21,715.09)	.0
602-49480-321 TELEPHONE	62.69	905.17	.00 (	905.17)	.0
602-49480-322 POSTAGE	79.78	812.18	.00 (	812.18)	.0
602-49480-331 TRAINING/TRAVEL EXPENSES	.00	1,376.20	.00 (	1,376.20)	.0
602-49480-350 PRINTING/PUBLISHING	79.29	787.84	.00 (	787.84)	.0
602-49480-380 UTILITY SERVICES	7,238.76	69,168.33	.00 (	69,168.33)	.0
602-49480-383 GAS UTILITIES	446.99	8,910.00	.00 (	8,910.00)	.0
602-49480-386 SOILD WASTE MANGNT CHARGE	.00	14,140.68	.00 (	14,140.68)	.0
602-49480-387 BIOSOLIDS DISPOSAL	4,451.95	35,782.35	.00 (	35,782.35)	.0
602-49480-404 REPAIRS/MAINT MACHINERY/EQUIP	339.24	17,250.51	.00 (	17,250.51)	.0
602-49480-430 MISCELLANEOUS	3,040.00	3,621.66	.00 (	3,621.66)	.0
602-49480-433 DUES AND SUBSCRIPTIONS	.00	2,550.50	.00 (	2,550.50)	.0
602-49480-438 TESTING	2,622.47	19,306.32	.00 (	19,306.32)	.0
602-49480-500 CAPITAL OUTLAY	.00	3,919.15	.00 (	3,919.15)	.0
602-49480-601 DEBT SRV BOND PRINCIPAL	.00	119,612.00	.00 (	119,612.00)	.0
602-49480-610 INTEREST	.00	2,052.16	.00 (	2,052.16)	.0
602-49480-611 BOND INTEREST	.00	29,709.41	.00 (	29,709.41)	.0
602-49480-620 FISCAL AGENT S FEES	.00	901.05	.00 (	901.05)	.0
<b>TOTAL DEPARTMENT 480</b>	<b>39,369.22</b>	<b>538,542.88</b>	<b>.00 (</b>	<b>538,542.88)</b>	<b>.0</b>
<b>DEPARTMENT 485</b>					
602-49485-300 PROFESSIONAL FEES	11,665.00	11,665.00	.00 (	11,665.00)	.0
<b>TOTAL DEPARTMENT 485</b>	<b>11,665.00</b>	<b>11,665.00</b>	<b>.00 (</b>	<b>11,665.00)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>51,034.22</b>	<b>550,207.88</b>	<b>.00 (</b>	<b>550,207.88)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>1,885.92</b>	<b>66,482.67</b>	<b>.00 (</b>	<b>66,482.67)</b>	<b>.0</b>

CITY OF GILBERT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 37</u>					
603-37310 GARBAGE COLLECTION	13,267.72	144,997.65	.00	( 144,997.65)	.0
603-37320 SALE OF TRASH BAGS	.00	( 339.73)	.00	339.73	.0
603-37322 SALE OF SMALL TRASH BAGS	7.94	165.49	.00	( 165.49)	.0
603-37324 SALE OF MEDIUM TRASH BAGS	1,742.28	12,883.03	.00	( 12,883.03)	.0
603-37326 SALE OF LARGE TRASH BAGS	3,188.24	18,926.82	.00	( 18,926.82)	.0
603-37460 REFUSE PENALTY	.00	2,608.60	.00	( 2,608.60)	.0
<b>TOTAL SOURCE 37</b>	<b>18,206.18</b>	<b>179,241.86</b>	<b>.00</b>	<b>( 179,241.86)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>18,206.18</b>	<b>179,241.86</b>	<b>.00</b>	<b>( 179,241.86)</b>	<b>.0</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
603-43200-210 OPERATING SUPPLIES	.00	322.93	.00	( 322.93)	.0
603-43200-212 MOTOR FUELS	140.09	1,172.09	.00	( 1,172.09)	.0
603-43200-220 REPAIR/MAINT SUPPLY	.00	911.24	.00	( 911.24)	.0
603-43200-300 PROFESSIONAL SRVS	.00	45,154.86	.00	( 45,154.86)	.0
603-43200-309 EDP, SOFTWARE AND DESIGN	.00	1,583.00	.00	( 1,583.00)	.0
603-43200-322 POSTAGE	79.78	805.71	.00	( 805.71)	.0
603-43200-350 PRINTING/PUBLISHING	79.28	774.82	.00	( 774.82)	.0
603-43200-384 REFUSE/GARBAGE-TIPPING FEES	9,400.99	38,828.36	.00	( 38,828.36)	.0
603-43200-386 SOLID WASTE MGMT CHARGES	.00	66,931.90	.00	( 66,931.90)	.0
603-43200-404 REPAIRS/MAINT MACHINERY/EQUIP	3.50	1,173.34	.00	( 1,173.34)	.0
<b>TOTAL DEPARTMENT 200</b>	<b>9,703.64</b>	<b>157,658.25</b>	<b>.00</b>	<b>( 157,658.25)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>9,703.64</b>	<b>157,658.25</b>	<b>.00</b>	<b>( 157,658.25)</b>	<b>.0</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>8,502.54</b>	<b>21,583.61</b>	<b>.00</b>	<b>( 21,583.61)</b>	<b>.0</b>

CITY OF GILBERT  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
604-36200 MISCELLANEOUS REVENUES	.00	454.84	.00	( 454.84)	.0
604-36210 INTEREST	.00	1,795.16	.00	( 1,795.16)	.0
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>.00</b>	<b>2,250.00</b>	<b>.00</b>	<b>( 2,250.00)</b>	<b>.0</b>
<u>ELECTRICITY SALES</u>					
604-37400 ELECTRICITY SALES RESIDENTIAL	44,463.35	498,634.35	.00	( 498,634.35)	.0
604-37420 ELECTRIC SALES COMMERCIAL	26,968.52	309,104.72	.00	( 309,104.72)	.0
604-37430 ELECTRIC SALES CITY	8,627.49	95,006.97	.00	( 95,006.97)	.0
604-37435 METER DEPOSITS	200.00	2,000.00	.00	( 2,000.00)	.0
604-37450 UTILITY CONNECT/RECONNECT FEE	300.00	1,200.00	.00	( 1,200.00)	.0
604-37460 ELECTRIC PENALTY	.00	15,501.35	.00	( 15,501.35)	.0
<b>TOTAL ELECTRICITY SALES</b>	<b>80,559.36</b>	<b>921,447.39</b>	<b>.00</b>	<b>( 921,447.39)</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>80,559.36</b>	<b>923,697.39</b>	<b>.00</b>	<b>( 923,697.39)</b>	<b>.0</b>

CITY OF GILBERT  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
604-49560-381 ELECTRIC UTILITIES	57,651.65	665,590.10	.00	( 665,590.10)	.0
TOTAL DEPARTMENT 560	57,651.65	665,590.10	.00	( 665,590.10)	.0
 <u>TRANSMISSION AND DISTRIBUTION</u>					
604-49570-220 REPAIR/MAINT SUPPLY	.00	379.53	.00	( 379.53)	.0
604-49570-300 PROFESSIONAL SRVS	1,521.23	34,146.04	.00	( 34,146.04)	.0
604-49570-315 LOCATING & ONE CALL	18.90	308.30	.00	( 308.30)	.0
604-49570-380 UTILITY SERVICES	4.14	1,227.60	.00	( 1,227.60)	.0
604-49570-430 MISCELLANEOUS	.00	1,588.20	.00	( 1,588.20)	.0
604-49570-439 EMPLOYER PD INS - FRANK WEISS	807.00	8,877.00	.00	( 8,877.00)	.0
604-49570-530 IMPROVEMENTS OTHER THAN BLDGS	.00	14,399.02	.00	( 14,399.02)	.0
TOTAL TRANSMISSION AND DISTRIBUTION	2,351.27	60,925.69	.00	( 60,925.69)	.0
 <u>ADMINISTRATION</u>					
604-49590-100 WAGES AND SALARIES	3,895.82	47,334.80	.00	( 47,334.80)	.0
604-49590-120 EMPLOYER CONTRIB RET	661.62	8,046.98	.00	( 8,046.98)	.0
604-49590-130 EMPLOYER PAID INS	852.49	9,401.35	.00	( 9,401.35)	.0
604-49590-200 OFFICE SUPPLIES	.00	490.77	.00	( 490.77)	.0
604-49590-210 OPERATING SUPPLIES	.00	3,811.71	.00	( 3,811.71)	.0
604-49590-300 PROFESSIONAL SRVS	.00	2,870.28	.00	( 2,870.28)	.0
604-49590-301 AUDITING AND ACCT G SERVICES	.00	3,250.00	.00	( 3,250.00)	.0
604-49590-309 EDP, SOFTWARE AND DESIGN	.00	9,590.00	.00	( 9,590.00)	.0
604-49590-321 TELEPHONE	43.76	461.40	.00	( 461.40)	.0
604-49590-322 POSTAGE	159.57	1,612.61	.00	( 1,612.61)	.0
604-49590-350 PRINT/PUBLISHING	158.57	1,549.66	.00	( 1,549.66)	.0
604-49590-419 ENERGY REBATES	105.00	660.30	.00	( 660.30)	.0
604-49590-429 UTILITY DEPOSIT REFUNDS	.00	2,515.71	.00	( 2,515.71)	.0
604-49590-430 MISCELLANEOUS	.00	1.25	.00	( 1.25)	.0
604-49590-433 DUES AND SUBSCRIPTIONS	.00	1,740.00	.00	( 1,740.00)	.0
604-49590-610 INTEREST EXPENSE	.00	39.51	.00	( 39.51)	.0
TOTAL ADMINISTRATION	5,876.83	93,376.33	.00	( 93,376.33)	.0
TOTAL FUND EXPENDITURES	65,879.75	819,892.12	.00	( 819,892.12)	.0
NET REVENUE OVER EXPENDITURES	14,679.61	103,805.27	.00	( 103,805.27)	.0

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City of Gilbert  
Request for City Council Action

**Date:** December 9, 2016

**Issue:** Approve the payment of payroll and bills due prior to the first City Council meeting in January 2017.

**Background:** Because there will not be a second City Council meeting in December, I am requesting City Council authorization to pay payroll and bills due prior to the first City Council meeting in January 2017 subject to audit by the Mayor.

**Council Action:**

City Council action is requested to authorize payment of payroll and any bills due prior to the first City Council meeting in January 2017.

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## **Gilbert Planning & Zoning Commission**

Special Meeting – Monday, September 19, 2016

Meeting called to order 7:05

Members Present: Sailer, Goblirsch, Dennie, St. Lawrence, Gulbranson, Administrator Wedge

Notice is hereby given that the Planning and Zoning Commission of the City Of Gilbert, Minnesota will hold a Special Public Hearing on Monday September 19, 2016 at 7:00 PM at the Gilbert City Hall to consider the following:

1. To approve the meeting minutes of Monday September 12, 2016 for City Council Review on Tuesday September 27, 2016.

All interested parties are invited to attend and be heard.

Motion by Sailer second by Gulbranson to approve meeting minutes of September 12, 2016.

**All approve Motion passes 5-0**

Motion by Goblirsch second by Sailer to adjourn meeting at 7:20.

**All Approve Motion passes 5-0.**

Submitted by Erik Wedge

# Gilbert Planning & Zoning Commission

Regular Meeting – Monday, October 3, 2016

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Meeting called to order 7:01

Members Present: Sailer, Goblirsch, Dennie, Gulbranson, Administrator Wedge

Guests: Jerry Pfremer

## Old Business:

Mike Sailer requested that City Attorney Micheal Kearney be in attendance to clarify the Planning Commissions Duties. City Attorney Kearney clarified that the Planning Commission is only advisory to the City Council.

Keith Shatava Explained his frustration with water damage to his funeral home caused by land alterations by his neighbor Paul Bontem's owner of Yo Mudders Bar.

1. Findings of Fact: The Planning Commission doesn't have a Permit on record for patio roof. The Planning Commission does have one from 2009 for entrance work. Paul has completed building permits in 2006, 2007, 2008 and the last one on file is from 2009.
2. Topographical changes are not governed by the land use permit requirements.
3. As what has been shared with Keith he should seek legal counsel on the following rule applies to Minnesota State Law
  - A. **The reasonableness rule.** In a majority of states, when one neighbor alters the land and damage occurs to another, the neighbor is liable for the damage if the alteration was "unreasonable." If you sue a neighbor over damage you've suffered, judges will want proof that the neighbor did something unreasonable that altered the natural condition and caused your harm. What Is Reasonable? What is reasonable is decided by the courts on a case-by-case basis. In some cases, courts have found gutters and downspouts that send rainwater onto a neighbor's property to be "unreasonable." To determine if something is reasonable, a court may look at the following factors:
    - the nature and importance of any improvements that were made by the culvert
    - whether or not the damage was reasonably foreseeable by the ones who made the changes, and
    - the extent of damage compared to the value of any improvements.
    - (*Rodrigues v. State*, 472 P.2d 509 (Hawaii 1970).)
  - B. **The "common enemy" rule:** Lower landowners beware. In the past, many courts treated excessive rainwater as a "common enemy," damaging property at random. Under this theory, you were expected to take measures to protect your own property from water coursing across the land. Even if one neighbor who lived on higher ground diverted water to prevent flooding and deposited it on you, you were expected to protect yourself from the extra water.
    - a. Fortunately for lower landowners, the handful of states that still follow the common enemy rule but have modified it. These states allow a property owner to divert vagrant surface water only if the work is not unusual or extraordinary and if the property owner uses reasonable care to avoid damaging adjoining property.

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- C. **The "civil law" rule:** Upper landowners beware. A number of states follow a rule which is, in theory, the opposite of the common enemy rule. The civil law rule holds that if a person alters the natural flow of surface waters in any way that harms the use and enjoyment of another property, that person will be liable for that harm. Unlike the common enemy rule, which requires lower landowners to fend for themselves, the civil law rule holds upper landowners liable for any detrimental changes in runoff patterns.
- a. Like the common enemy rule, however, states no longer apply this rule in its strictest form. States have developed modifications and exceptions and now often judge the behavior of both parties before saddling the upper landowner with the bill. Some states, for example, expects that both parties will act reasonably, which includes the duty of the lower landowner to take protective steps.
4. Again, not a land use permit requirement. It is regulated by the State Building Code and Minnesota State Plumbing Code. The Minnesota State Plumbing Code regulates all water and waste drainage activities within a structure, including building drain and building sewer. The plumbing code ends at the:
    - i. Property line
    - ii. Start of public ownership, or
    - iii. Point of treatment or disposal
    - iv. In effect the plumbing piping on sump pumps is governed by the plumbing code to point of discharge and after that it is governed by the MPCA / EPA through a SWPPP Storm Water Pollution Prevention Plan
  5. The planning Administrator did research that if a neighbor is legally responsible for water damage one property owner must have suffered they may be entitled to any or all of the following:
    - o compensation for cost of repairs and replacements
    - o compensation for expenses such as having to stay at a motel
    - o reimbursement for medical expenses
    - o compensation for mental distress, if you have suffered an underlying physical injury
    - o punitive damages, if a neighbor acted maliciously.
  6. As the Planning Commission has stated several times adoption of the Minnesota State Building Code and all the requirements of permitting as required by the Department of Labor and Industry would address these concerns.

Motion by Sailer second by Gulbranson to send Paul Bontem a request for Permit on enclosed patio and to charge Paul the after the fact Permit Fee of \$1,000.

**All approve Motion passes 5-0**

Motion by Dennie second by Goblirsch to request City Survey Paul Bontem's Yo Mudders Property Parcel code 060-0010-02060 Plat Gilbert Lot 0000 Block 10 102 North Broadway for setback violations and or encroachment on city alley right-of-way.

**All approve Motion passes 5-0**

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Motion by Sailer second by Gulbranson to request a removal of an illegal structure constructed At parcel code 060-002—02370 Plat Gilbert 1<sup>st</sup> Addition Lot 0000 Block 012 506 Broadway Street South owned by Anthony Lee Guritz. The home owner is in violation of side setbacks to the home at 504 Broadway South.

**All approve Motion passes 5-0**

Motion by Sailer second by Gulbranson to have that the Planning and Zoning Commission of the City Of Gilbert, Minnesota will hold a Special Public Hearing on Monday September 19, 2016 at 7:00 PM at the Gilbert City Hall to consider the following:

1. To approve the meeting minutes of Monday September 12, 2016 for City Council Review on Tuesday September 27, 2016.

**All approve Motion passes 5-0**

Motion by Sailer second by Gulbranson to adjourn meeting at 8:35.

**All Approve Motion passes 5-0.**

### **New Business**

1. Approve the special meeting minutes of September 19, 2016

Motion by Sailer second by Gulbranson to adjourn meeting at 8:35.

**All approve Motion passes 5-0**

2. Jerry Pfremer introduced himself to the board and asked for clarification on a few zoning items in town.

Motion by Sailer second by Gulbranson to adjourn meeting at 7:55.

Submitted by Erik Wedge

# CERTIFICATE OF SURVEY

**JPJ ENGINEERING, INC**  
 Engineering  
 Land Surveying  
 Economic  
 Development  
 802 Garfield Ave  
 Suite 105  
 Duluth, MN 55802  
 Phone: 218-720-6219  
 www.jpjeng.com

**CERTIFICATE OF SURVEY**  
**FOR: CITY OF GILBERT**  
 LOTS 1 AND 2, BLOCK 10, GILBERT, ST. LOUIS COUNTY, MINNESOTA  
 102 BROADWAY STREET NORTH, GILBERT, MINNESOTA

SURVEY BY : DRS  
 DRAWN BY : DRS  
 DESIGNED BY :  
 APPROVED BY : RMM  
 DATE: 10/19/16  
 PROJECT NUMBER  
 16-319  
 SHEET NUMBER  
 I OF 1

**EXISTING DESCRIPTION:**

Lots 1 and 2, Block 10, GILBERT, according to the recorded plat thereof, St. Louis County, Minnesota.

**SURVEYOR NOTES:**

Orientation of the bearing system is based on the southeasterly line of Lot 1, Block 10, GILBERT, to have an assumed bearing of N 33°04'38" E.  
 JPJ Engineering has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.  
 Area of this property is 5,500 square feet or 0.1263 acres ±

**LEGEND:**

- Denotes iron monument found
- Denotes 1/2 inch iron monument set and marked with cap inscribed "JPJ ENG 21401", unless otherwise indicated
- ▨ Denotes existing buildings
- ⊕ Denotes power pole
- ☆ Denotes light pole
- ⊙ Denotes gas meter
- EM Denotes electric meter
- OC Denotes overhead electric
- ▭ Denotes bituminous surface
- ▭ Denotes concrete surface
- ▭ Denotes gravel surface

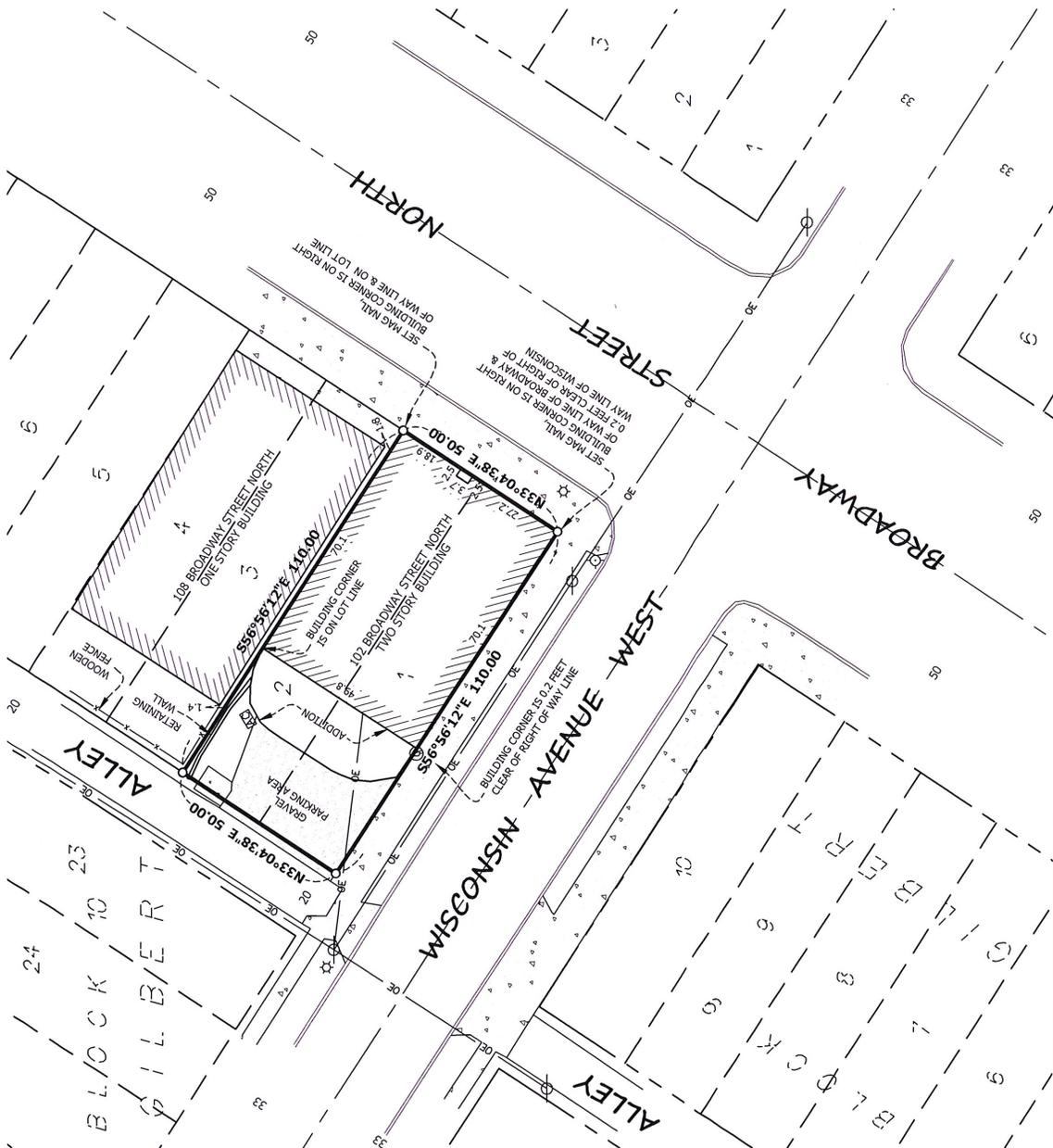
Scale: 0 15 30 60 FEET  
 0 15 30 60 IN

**CERTIFICATION:**

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, thereon, and all visible encroachments, if any, from or on said land.

Signed this 19th day of October, 2016 for JPJ Engineering, Inc.

*Randy M. Morton*  
 Randy M. Morton, PLS License Number 21401



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**ORDINANCE**

**AN ORDINANCE LICENSING AND REGULATING THE POSSESSION, SALE AND CONSUMPTION OF INTOXICATING AND 3.2 PERCENT MALT LIQUOR, REPEALING INCOSISTENT ORDINANCES, AND PROVIDING A PENALTY FOR VIOLATION.**

**THE CITY COUNCIL OF THE CITY OF GILBERT, MINNESOTA, ORDAINS:**

**Section 1. Outdoor Patios and Decks.** Service and consumption of alcohol in outdoor patios and decks in conjunction with an intoxicating liquor “on-sale” license, an “on-sale” wine license, a special club license, a special license for Sunday sales, or a 3.2 percent malt liquor “on-sale” license, is allowed under the following conditions:

- (1) the patio or deck must be compact and contiguous to the licensed premises;
- (2) the area surrounding a patio or deck must be fenced so as to not allow entrance from outside the fenced area onto the patio or deck area unless the patio or deck is constructed in such a way to prevent entrance from other than the main premises;
- (3) the maximum size allowed for the patio or deck area is six hundred (600) square feet;
- (4) music, televisions, bands, or any activity that would disturb the peace of the surrounding area is prohibited on outdoor patios or decks;
- (5) appropriate receptacles for rubbish, garbage, cigarette paraphernalia etc. must be provided;
- (6) lighting must be sufficient to promote public safety, shall be downward directional, and shall be compatible with the surrounding area;
- (7) the outdoor patio or deck area must be included in the required liquor liability insurance for the premises;
- (8) the licensee may allow smoking on the patio or deck, provided that the patio or deck is in compliance with the Minnesota Freedom to Breathe Act of 2007; and
- (9) signs shall be posted in accordance with Minnesota Rule 4620.0500 to advise persons of the existence of acceptable nonsmoking and smoking-permitted areas.

**Section 2. Penalty.** Any person violating any provision of this ordinance is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$700 or imprisonment in the County jail for not more than 90 days, or both, plus the cost of prosecution in any case.

**Section 3. Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication according to law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GILBERT MINNESOTA THIS \_\_\_\_ DAY OF \_\_\_\_\_.**

**APPROVED:** \_\_\_\_\_ **MAYOR**

**ATTEST:**

\_\_\_\_\_ **CITY CLERK**

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**GILBERT PUBLIC LIBRARY BOARD MINUTES**  
**Nov. 7, 2016**  
(Regular Board Business Meeting)

**Meeting called to order:** By President John Hewett at 6:04 p.m.

**Roll call of board members:**

**Present:** John Hewett, Sue Samargia, Jennifer Thiel, Sara N., Richard M., Rebecca R. and Library Director Nicole Miller.

**Absent:** Mike Peterson with notice

**Public in Attendance:** None

**Adoption of meeting agenda:** Motion by Richard M., 2<sup>nd</sup> by Sara N., to adopt Agenda for the meeting. Motion Carried

**Approval of last regular meeting minutes:** Motion by Sue S., 2<sup>nd</sup> by Richard M., to approve minutes of 10/3/16. Motion Carried.

**Approval of the Library's monthly financials and payments of current invoices:**

Motion by Richard M., 2<sup>nd</sup> by John H., to approve payment of Library Invoices for the month of October 2016. Motion Carried.

**Director's report: Nicole Miller**

- A. Review of Yule Ball fundraiser planning: press releases have been sent out, posters are up, Vineyard Church will loan sound system and toys to library for music and babysitting.
- B. Discussion about upcoming updates to Horizon updates. Family cards can be organized however families want to define themselves, they will be controlled and viewed on the staff side and not the patrons', family members can give permissions to pick up holds for each other. The search functionality will be improved and will include downloading Overdrive items without having to switch websites or apps.
- C. Computer auction: 3 were sold and Nicole would like to sell the remaining on DoBid.
- D. Minecraft programming next year.
- E. Head Start approached Nicole to do a monthly outreach storytime at the school starting in November.
- F. Nicole addressed the resurfaced rumor about the library closing. There isn't any indication of truth to the rumor.
- G. The digital sign has been moved so it's visible to oncoming traffic. However, we're waiting for a power cord.

**Old business:**

- A. Give to the Max Day is in November and too late for us to sign up this year. Nicole will put a note in her calendar to put in the May or June agenda.
- B. The Foundation is buying a new book drop to replace the aged and leaking one. It will likely arrive in January, so anticipated installation will be spring.

**New business:**

**ADJOURNMENT:**

Motion by Richard M., 2<sup>nd</sup> by Jen T. to adjourn at 6:42 p.m. Motion Carried.  
Next regular meeting is scheduled for December 5, 2016 at 6:00 p.m.

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**E.F.G.S.D. JOINT POWERS RECREATION BOARD MEETING**  
**Wednesday November 9, 2016**

Meeting called to order by Chairperson Maroste @ 5:12 p.m.

Roll Call: Present: Maroste,, Lautigar, Torrel, Forte, Lindseth, Peterson and Director Homola.

Absent: Coombe and Hultman

Approval of minutes: Motion by Forte, 2<sup>nd</sup> by Lautigar, to approve the minutes of the October 12, 2016 meeting. Motion Carried.

Financial Report: Motion by Lindseth, 2<sup>nd</sup> by Lautigar, to approve the financial report as posted and the October 2016 bills in the amount of \$15,204.64 M.C.

Correspondence: NONE

Old Business: A. Youth Hockey: Youth Hockey teams have been selected and game schedules are complete. Motion by Torrel, 2<sup>nd</sup> by Lautigar, to approve the following coaches: Aaron Undeland and Zach Kramer – PWA, Dan Johnson – BB and Chris Vest – open. M.C. Motion by Forte, 2<sup>nd</sup> by Torrel, to accept Coach Mariucci's recommendation that Easton Young to play Bantam A this season. M.C.

B. 12U/10U Girls: The Girls 12U and 10U program is going well. The girls are practicing and playing in-house game until January 1. Scheduling has been difficult so far.

C. Youth Basketball: Registration went well and numbers are good. Practices have started and M. Terrio will get a list of coaches to the Director. Motion by Torrel, 2<sup>nd</sup> by Lautigar, to approve the following coaches: Jamie Lindseth and Gary Flannigan- 5<sup>th</sup> Girls, Mark Muhich, Adam Roen and Dave Lang – 6<sup>th</sup> boys, Karwin Marks – 6<sup>th</sup> Girls, Chris Winkler – 5<sup>th</sup> boys and Heath Boe – K-2. M.C.

D. Figure Skating: Maddi Maroste is doing a nice job again. Our numbers dictate the sessions will be 1.5 hours. Current numbers are @ 16.

New Business: A. Outdoor Rinks: There has been no applicants for rink attendants to date. Weather dictating a late start this season.

Motion by Torrel to adjourn, 2<sup>nd</sup> by Lautigar. M.C. Meeting adjourned @ 5:45 p.m.

Respectfully submitted;  
J. Torrel – Sect./Treasurer