

AGENDA
February 6, 2024 at 5:30pm
Regular Meeting Ely City Council – City Hall, Council Chambers

1. CALL TO ORDER

2. ROLL CALL: Council members A.Forsman, Kess, Debeltz, Callen, Campbell, Bisbee, and Mayor Omerza

3. APPROVAL OF MINUTES:
(3-8) Approve minutes from the February 6th, 2024 Regular Council Meeting

4. ADDITIONS OR OMISSIONS TO AGENDA:

5. MAYOR'S REPORT:

6. CONSENT AGENDA:
A. Motion to waive readings in entirety of all ordinances and resolutions on tonight's agenda.

7. REQUESTS TO APPEAR:

8. COMMITTEE REPORTS:
A. Standing/Special
 - a. (9-10) Projects Committee

 - b. (11) Airport Commission

 - c. (12-13) Library Board

 - d. (14-16)HRA

 - e. Other Committee Meetings

9. DEPARTMENTAL REPORTS:
A. Clerk-Treasurer

B. Fire Chief

C. Library Director

D. Police Chief

E. City Attorney

- i. (17-31) MOU to Local 1490 Essential and Base Units- Health Insurance Savings.
- ii. (32-37) First Reading of Ordinance 375 2nd Series- An Ordinance of the City of Ely, Minnesota adding to the Ely City Code, Chapter 2, section 2.66, Ely Housing Fund.

F. City Engineer

10. COMMUNICATIONS:

11. CLAIMS FOR PAYMENT:

- A. (38-50) City and EUC Claims for February 20, 2024 for \$411,811.30.
- B. (51-52) Invoice #461208 to SEH for \$8,013.19 for the Prospector ATV Trail.

12. OLD BUSINESS:

- A. (53-68) Agreement Between City of Ely and Ely Supervisors of Other than Essential Employees effective Jan. 1st 2024-December 31st 2026.

13. NEW BUSINESS:

- A. Residential Rehab loan application for Charlotte Ackerley for up to \$10,000 at 226 E Conan St. to upgrade to a propane furnace pending proper paperwork and fees and to direct Attorney Klun to work with the applicant and proceed with the loan application.
- B. (69) Resolution 2024-010 Supporting Grant Application to the MN DNR Federal Recreational Trail Program to Purchase Trail Maintenance Equipment for the Maintenance of the Prospectors Loop Trail.

14. OPEN FORUM:

15. ADJOURN:

**Regular Meeting Ely City Council – City Hall, Council Chambers
February 6, 2024 - Minutes**

CALL TO ORDER

Mayor Omerza called the council meeting to order at 5:30pm.

PRESENT: Council members A.Forsman, Debeltz, Callen, Campbell, Bisbee, and Mayor Omerza

ABSENT: Council Member Kess

APPROVAL OF MINUTES:

Debeltz/Campbell moved to approve the minutes from the January 16, 2024 Regular Council Meeting and January 16, 2024 Public Hearing. Motion Carried 6-0-1 with Kess Absent.

ADDITIONS OR OMISSIONS TO AGENDA:

A. Additions 7.B. Cindy Smyka – Update on Ely Area Tourism Bureau 2023 Recap

B. Additions 13.A. Resolution 2024-009 Resolution Appointing Election Judges for the 2024 Presidential Nomination Primary Elections

C. Additions 13.B. Water/Wastewater Operator I, II, III, IV Job Description

A.Forsman/Bisbee moved to approve the Additions A-C. Motion Carried 6-0-1 with Kess Absent.

MAYOR'S REPORT:

Mayor Omerza indicated that it was a busy weekend in town with all the Winter Festival activities happening.

CONSENT AGENDA:

Debeltz/Callen moved to waive the readings in entirety of all ordinances and resolutions on tonight's agenda. Motion Carried 6-0-1 with Kess Absent.

REQUESTS TO APPEAR:

Grant Spickelmier, Executive Director & Krista Woerheide, Interpretive Center Director– International Wolf Center

Woerheide indicated that they have been making a lot of improvements to the center in the last year. Last winter they had a brand-new A/C unit installed, and a new Arctic Wolf Eco System exhibit was created. The International Wolf Center does a lot of virtual programming including out of state virtual programming with schools so they updated the background wall for the virtual programming. They have installed 14 web cameras, 3 of which are for public viewing. They worked with Zone 3 Gardens to update the outside foliage, plants and shrubs. They invested in a truck with a lift gate so when they go pick up road kill for the wolves to eat it is easier to pick them up. The Wolf Center got a new sign on Highway 169. They have been working with the accessibility at the Wolf Center, they have had videos made for programs with ASL interpretation and have an iPad for visitors to use for ASL, and they have a motorized scooter for people to use. They also put new carpeting in the auditorium. This last year they have expanded the staff by adding a Facilities Supervisor Position and they plan on adding more positions in 2024.

Spickelmier indicated that the Wolf Center still needs funding for a new roof, HVAC system, General Drainage Improvements, Improvements to the entrance and lobby to improve accessibility, improve visitor access and security and other exterior repairs and site

improvements including window replacements and re-staining building exterior. Spickelmier stated that the building is owned by the MN DNR and they are looking for state bonding money. They are asking for \$2.1 Million and would love to get the city's support.

Debeltz/A.Forsman moved to write a letter of support for the International Wolf Centers bonding request. Motion Carried 6-0-1 with Kess Absent.

Omerza stated that she appreciates how they educate Ely and beyond, it is good to get different view points for others.

Cindy Smyka – Update on Ely Area Tourism Bureau 2023 Recap

Smyka indicated that the lodging tax comes in February for Quarter 4, currently they have through Quarter 3's numbers. The tourism bureau has signed an agreement with the USDA Forest Service- Superior National Forest. They are working on a Superior National Forest for All Project. The Campaign is projected to reach 600,000+ people and they plan on doing quarterly newsletters and monthly by 2025. The Tourism Bureau is also working on seasonal guides, the spring and summer digital guide has been finalized and will be published and promoted by 2024, and they will continue to work on the Fall and Winter guides. The social media Facebook and Instagram 2023 metrics snapshot: they reached 695,600 people, an increase of +395.8% over 2022, they had 45,100 content interactions, an increase of +304.8% over 2022. EffectTV Campaign had 470,694 streaming impressions in 2023, and the average watch through rate is 60%. They have 3 podcasts out right now, Forest North a collaboration with the Forest Service, What's Up Ely?, and My Ely Story. Smyka discussed the lodging tax report, though 2023 Quarter 3 with the amount held by Lake County for Ely Area Short Term rentals is \$334,880.44. Smyka indicated that the goals for 2024 are the seasonal guides to be released, working with the Ely Heritage Preservation Commission Walking Tour, MN monthly digital geofencing campaigns, Superior National Forest for All Campaign launch, a successful launch and ongoing effort of email marketing, Podcast growth, and others.

COMMITTEE REPORTS:

Standing/Special

Ely Utilities Commission (EUC)

A.Forsman/Callen moved to approve the recommendation from EUC to purchase new lab equipment as recommended by the MN Dept of Health at a maximum cost of \$17,472.81. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Campbell moved to approve the recommendation from EUC to move forward with posting the Water/Wastewater Operator II Position internally for 7 days. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Debeltz moved to approve the recommendation from EUC to increase Mick Shusta's contract by \$350 per month due to additional duties at the Water and Wastewater facilities. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Campbell moved to approve the recommendation from EUC to approve the consulting agreement with Frontier Energy.

A.Forsman indicated that Frontier Energy handles our energy rebate analysis that is required by state law when EUC customers apply for the energy efficiency rebates.

Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Bisbee moved to approve the recommendation from EUC to forward with the Solar Interconnection Agreement with Steve Piragis at 105 N Central Avenue. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Callen moved to approve the recommendation from EUC to approve \$860,815.66 payment of the EUC December Bills. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Debeltz moved to approve the recommendation from EUC to approve payment of \$822.62 for the Minnesota DNR Water Permit. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Bisbee moved to approve the recommendation from EUC to approve Invoice #92287 for \$7995.29 for the WWTF Improvements Project, Invoice #92175 for \$2536.00 for the WTP Improvements, and Invoice #92176 for \$2664.50 for General Consulting Services to AE2S. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Campbell moved to approve the recommendation from EUC to approve \$500 payment to Mick Shusta for A Operator Services for December. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Callen moved to approve the recommendation from EUC to approve \$400 payment to Minnesota Rural Water Association membership renewal. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Callen moved to approve the recommendation from EUC to approve \$7290.00 payment to MMUA for 2024 Electric Utility Membership dues. Motion Carried 6-0-1 with Kess Absent.

Employee Relations

Debeltz/A.Forsman moved to approve the recommendation from Employee Relations to post the Water/Wastewater II position internally for seven days as required by contract. Motion Carried 6-0-1 with Kess Absent.

Debeltz/A.Campbell moved to approve the recommendation from Employee Relations to provide 50% of the health care savings to the employees as a one-time payment into their designated choice of MSRS retirement account, HSA or as a payroll check.

Langowski indicated with the City Health Insurance renewal there was a significant increase from Heath Partners, so we researched other health insurance companies. Blue Cross Blue Shield came in significantly lower. Health insurance changes need to be negotiated by the unions and it was approved to switch to Blue Cross Blue Shield and share the savings with the employees.

Motion Carried 6-0-1 with Kess Absent.

Debeltz/Callen moved to approve the recommendation from Employee Relations to approve an MOU concerning the new Earned sick and safe time (ESST) with all employee groups. Motion Carried 6-0-1 with Kess Absent.

Housing & Redevelopment Authority (HRA): Minutes included in the council packet
Campbell welcomed Shiela Moravitz to the HRA as the Property Maintenance Specialist.

Ambulance Joint Powers Board

A.Forsman/Callen moved to make the February 26, 2024 Ambulance Joint Powers Board Meeting at 4pm at the Winton Community Center a Special Council meeting so all Council members can attend if they choose. Motion Carried 6-0-1 with Kess Absent.

A.Forsman indicated that the audit is still not completed since they cannot get the prior billing services to respond to the auditors inquiries. Patty Banks from the hospital indicated that they have the preliminary results for the hospital ambulance study and are hoping to get the results by the next meeting. Banks also clarified that the 3 separate entities are separate and need to work individually together to make things work.

DEPARTMENTAL REPORTS:

Clerk-Treasurer

Langowski indicated that the outdoor skating rink at the Rec Center is closed, because of the mild winter and warm days we are having.

Langowski commended the Ely Nordic Ski and Bike Club for getting the High School Ski meet of. Lots of work went into getting the meet accomplished with the lack of snow and the warmer temps.

Fire Chief

Chief Marshall discussed the current fire and medical calls for the Fire Department.

Fire Department Minutes, Quarter 4 Summary and 2023 Annual Summary

Chief Marshall discussed the Quarter 3 summary: there were 88 medical calls, 4 fire calls, and 14 other (meetings, trainings, etc). The department average response rate was 58.6%. For the Annual 2023 summary there were 314 medical calls, 44 fire calls, and 48 other (meetings, trainings, etc.) The average response rate for 2023 was 46%. In 2023 the Ely Fire Department had 41 calls (93.2%) in City of Ely & Stony Township, 0 calls in Morse Fall Lake Mutual Aid, 2 calls (4.5%) for Babbitt Mutual Aid, and 1 call (2.3%) for Breitung Township Mutual Aid.

Library Director

Library Director Heinrich discussed the current programming for the Ely Library which can be found on the Library website.

Police Chief

Debeltz/Campbell moved to approve the conditional job offer for open Patrol Officer Position to Christian Debrey pending passing background investigation, psychological and medical examination. Motion Carried 6-0-1 with Kess Absent.

City Attorney

A.Forsman/Debeltz moved to approve a Closed meeting per MN Statute 13D for Strategy for Ely Supervisors of Other than Essential Employees at the end of the council meeting. Motion Carried 6-0-1 with Kess Absent.

City Engineer

COMMUNICATIONS: Matter of Information
Arrowhead Library System 2024 Annual Budget Summary

Habitat for Humanity – Habitat Highlights – January 2024

**Debeltz/Bisbee moved to approve the updated agreement with Highland Bank for servicing the City of Ely’s Loan Accounts.
Motion Carried 6-0-1 with Kess Absent.**

St Louis County Community Development Block Grant(CDBG) Citizen Advisory Committee – Open Positions

CLAIMS FOR PAYMENT:

A. City and EUC Claims for February 6, 2024 for \$390,899.85

B. Invoice #459749 to SEH for \$5,502.50 for the Prospector ATV Trail

Debeltz/Callen moved to approve claims for payment items A & B. Motion Carried 6-0-1 with Kess Absent.

OLD BUSINESS:

Campbell/A.Forsman moved to approve the Amended and Restated Joint Powers Agreement – Ely Lodging Tax Board

Attorney Klun indicated that the changes came from the county and it is updating it to today's standards and how the entities operate.

Motion Carried 6-0-1 with Kess Absent.

Legal Newspaper Bid

A.Forsman/Callen moved to award the 2024 legal publishing to the Ely Echo. Motion Carried 6-0-1 with Kess Absent.

Committee Seat Applications

Callen/A.Forsman moved to approve Larry Polyner for the open seat on the Ely Utilities Commission (EUC) with the Term Expiring 1/31/2027. Motion Carried 6-0-1 with Kess Absent.

NEW BUSINESS:

Debeltz/Callen moved to approve Resolution 2024-009 Resolution Appointing Election Judges for the 2024 Presidential Nomination Primary Elections. Roll Called: Council Members A.Forsman – Yes, Kess- Absent, Debeltz – Yes, Callen – Yes, Campbell – Yes, Bisbee – Yes, and Mayor Omerza – Yes. Motion Carried 6-0-1 with Kess Absent.

A.Forsman/Callen moved to approve the Water/Wastewater Operator I, II, III, IV Job Description. Motion Carried 6-0-1 with Kess Absent.

OPEN FORUM: None

Mayor Omerza indicated that currently the city has committee openings on Gardner Trust (resident), Police Commission, and Tree Board if anyone is interested in applying, please contact the clerk’s office for more information.

Mayor Omerza recessed the council meeting at 6:58pm.

Mayor Omerza called to order the closed council meeting per MN Statute 13D for Strategy for Ely Supervisors of Other than Essential Employees to order at 7:10pm. ·

Mayor Omerza opened the meeting at 7:28pm.

Debeltz/Campbell moved to approve the Supervisors of Other than Essential Employees contract as presented and for City Attorney Klun to provide the contracts. Motion Carried 6-0-1 with Kess Absent.

ADJOURN:

Mayor Omerza adjourned the meeting at 7:30pm without objection.

Casey Velcheff
Deputy Clerk

February 12th, 2024

Draft Minutes

City of Ely Projects Committee Meeting
City Hall Council Chambers

Committee member attendees: Harold Langowski, Warren Nikkola, Mayor Heidi Omerza, Ryan Callen, Emily Roose, Kris Winkelman, Tommy Teigen, Mike Banovetz

Absent: Rob Wilmunen

Also attending: Parker Lowe, Tara Boerst, Linda Maki, Joe Hiller, John Fedo, Larry Polyner

Election of Officers:

Motion by WN/MB to nominate Mayor Omerza as the Chair. No other nominations were made. Passed unanimously.

Motion by WN/LP to nominate Ryan Callen as the vice chair. No other nominations were made. Passed unanimously.

Harold will continue as secretary with no other nominations or volunteers.

Meeting called to order 5:00 p.m. by Mayor Omerza

I. Additions or Deletions to Agenda:

II. Approval of Minutes from January 8th, 2023 Meeting.

- a. **MOTION (RC/LP) to approve the minutes from the January 8th, 2024 meeting. Passed unanimously.**

III. Special Appearances:

Linda Maki, President of the Senior Center and Tara Boerst, Secretary of the Senior Center were in attendance to learn more about the future renovations of the old community center building. Mayor Omerza explained that the City has not made any action concerning the use of the lot by the proposed hotel. Linda explained that the Senior Center is concerned that the parking may become an issue for their activities if the hotel project is completed and additional visitors take up the spots currently used for events at the Senior Center. Harold explained the history of the lot being used by the library and the community center at the same time as the senior center also being open. Harold further explained the possible addition of a parking lot at the corner of Conan and 1st Ave E at the location of the old Ford garage. Linda mentioned that this would be too far away and the lot next to the senior center would be preferred by hotel guests. The committee discussed the history of the area and the other available parking in the area. Mayor Omerza stressed the importance of communication and that the Senior Center contact City Hall over any concerns.

IV. Communications:

- a. The letter received from Linda Maki President of the Senior Center was included in the packet along with the response Harold had sent her. The concerns were discussed under special appearance. The reference to the City considering giving the parking spots away to the hotel was incorrect and also was not what was stated by the Ely Echo.

V. Unfinished Business

- a. Reviewed the project list. No additional projects were added. Harold revised to remove the projects completed in 2023. JPJ is working on the PFA application for WIF funds for the water supply line project.

- b. The east end project has the paving of Zups lot remaining. Additional grant funds were received for the housing project at VNO for water and sewer services to the cabins.
- c. The trailhead project preconstruction meeting was held and construction is anticipated in the spring.
- d. The stage II application to USDA RD for the Ambulance and Fire Garage will be completed this week.
- e. The renovation of the community center was discussed. The proposed solution to provide parking at the old Ford garage site will be further explored. The Ott's currently own the property and would be interested in selling back to the City. With the current planning of the depot rehabilitation there may be a way to structure a development agreement to include a land swap for property the City owns adjacent to the depot property in exchange. John Fedo and Harold will continue to work on the details.
- f. Harold and Joe shared concepts of a 32 unit apartment building that DW Jones has built in another community. A conference call was held last week with Minnesota Housing to go over the feasibility of a housing project in Ely and it appears that with the current high cost of construction a market rate apartment complex is feasible. The townhouse concept will be shelved for the time being. Joe will be bringing this concept to the HRA board for discussion. The IRRRB was also involved in the conference call and should be able to provide grant and possible loan money for the project. The MN Housing workforce program is highly competitive and the \$39 million currently available will be given out in one grant cycle this April. There is also Northland Foundation funds that may be available. The City has an ordinance being drafted to establish a trust fund in the HRA that would make \$150,000 in matching dollars available from the state to match the \$350k that the HRA currently has in reserve for such projects.

VI. Clerk/Treasurer Report

- a. Other current work includes the submittal of an FRTP grant application for the further construction of mountain bike trails, a preapplication for demolition assistance for the remodel of the community center, and an application is in to the IRRRB for the roadwork for 2024.

VII. New Business

- a. A concept drawing was provided for the depot area. As discussed earlier in the agenda there is City land needed for the completion of this project. Currently environmental work is being completed for further project development. They hope to complete site cleanup and foundation repair in 2024.

VIII. Bills:

- a. None

IX. 6:05p.m. No opposition

Respectfully submitted, Harold R. Langowski

ELY AIRPORT COMMISSION
Minutes – February 13, 2024

The Meeting was held at Ely City Hall and called to order at 5:15 pm after introductions were made

PRESENT: Mike Popesh, Jeremy Harmon, Richard Stuart, Ben Thomas, Willi Vosburgh, Harold Langowski, Adam Bisbee

ALSO PRESENT: Jim Preblich

ABSENT: Jason Chopp, Scott Richards

ELECTION OF OFFICERS

- BT/RS Nominated Mike Popseh as Chair, Richard Stewert as Vice Chair and Jason Chopp as Secretary. There were no other nominations and the motion was passed unanimously.

APPROVAL OF MINUTES

- o **Motion RS/BT to approve December 12, 2023, meeting minutes. Passed unanimously.**

MANAGER'S MONTHLY REPORT – Jim

- Preblich provided an overview of the January 2024 manager report with general discussion. Activity has been slow at the airport. Recently the moose survey was completed by the state. This involved the use of two helicopters and various staff from the state. The survey was completed right before the snow melt. The operation requires at least eight inches of snow cover for the moose to be visible.
 - o **Motion BT/RS to approve manager reports as presented. Passed unanimously.**

TOPICS FOR DISCUSSION

- A. Review of Projects
 - a. TKDA provided a project status update for the airport. Ongoing projects include the taxi lane reconstruction and the airport master plan study/airport layout plan.
- B. Other Old Business
 - a. None
- C. Other New Business

NEXT REGULAR MEETING

- The meeting time will be at 5pm on the second Tuesdays of the month when meetings are needed. It is anticipated that there may not be a meeting needed in March and the Clerk's Office will contact the committee when a meeting is scheduled.

ADJOURN

- **Motion BT/RS to adjourn meeting at 5:42 pm. Passed unanimously.**

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Library Board Meeting Minutes
February 7, 2024

Present: Victoria Scarbrough, Scott King, Dave O'Donnell, Tom Conaway, Jordyn Stocks, Heidi Omerza, Madeline Olson, and Library Director Rachel Heinrich.

Meeting called to order at 5:30

Motion to approve minutes of the January 3, 2024 regular meeting as read (VS/DO) Motion passed, AIF

Old Business:

- Election of Officers - Todd Crego - President, Tom Conaway - Vice President, and Victoria Scarbrough - Secretary. Motion to elect JS/DO MC/AIF
- Foundation - moved to the end of the meeting

New Business

- Circulation of Blu-Ray - we have not had Blu-Ray in the past, but it's time to start getting some as some videos are not available on DVD. How should we classify the new Blu-Ray discs? Motion to lump Blu-Ray and DVD together - VS/MO MC/AIF
- Crossover and Best Seller Money - Motion to continue giving these funds to the Overdrive fund - DO/VS MC/AIF
- Township Library use for 2023 - informational

Librarians Report

- Upcoming Programming - lots going on, as always. Lists of activities are available at the front desk and online. On 2/22, there will be a program in collaboration with the Dorothy Molter Museum about preserving damaged items such as papers, photographs, etc. The annual Harry Potter event will be the first Saturday in March.
- Jan 5th incident - someone called and threatened to kill the library staff around 5:30 pm. No suspicious people were seen, and later it was discovered to be part of a large group of similar phone calls made that night, targeting libraries. Public Safety thinks the calls were all made by one person, who is out of state. Staff are all safe and have discussed how to handle any similar incidents in the future.

Additions

- Foundation - discussion of calling an additional meeting for working through the foundation bylaws - dates TBD.

Foundation

Board continues to chip away at the bylaws.

- Article IV, Section 6 - Motion to strike "or by mail" in the first sentence, and the entire second sentence, and then accept as written - DO/VS MC/AIF
- Article IV, Section 7 - Motion to accept as written - VS/DO MC/AIF
- Article IV, Section 8 - Motion to accept as written - DO/SK MC/AIF

- Article IV, Section 9 - Motion to accept as written, after typo correction (“an” to “and”) - DO/SK MC/AIF
- Article V, Section 2 - Motion to accept as written - VS/JS MC/AIF

Meeting Adjourned at 6:35pm

Next Scheduled Meeting March 6, 2024 at 5:30pm

Housing & Redevelopment Authority of Ely
114 North 8th Avenue East, Box 111
Ely, Minnesota 55731

February 13, 2023
10:00 AM
At the Pioneer Apartments

1. Call the meeting to order

Meeting was called to order at 10:00 AM by Commissioner Angela Campbell. All those present Commissioner Margie Olson, Commissioner Mark Zupec, Commissioner John Lahtonen, and Commissioner Scott Meland. Executive Director Joseph Hiller was also present. A quorum was met with all Commissioners present.

2. Approval of Minutes (Attachment 1)

A motion was made Commissioner Zupec to approve January minutes and a second was made by Commissioner Meland. All approved unanimously.

3. Additions or Omissions to the Agenda: None

4. Approval of Bills (Attachment 2)

A motion was made by Commissioner Lahtonen to approve bills paid by Public Housing for January check numbers 25969-26010 totaling \$46,478.92 (check numbers 26007 and 25985 were voided) and bills paid by the Townhomes for January check numbers 2047-2054 totaling \$7063.45 a second was made by Commissioner Meland. All approved unanimously.

5. Directors Report:

Pioneer – Full
Sibley – Full
Vermilion homes – Full
Zenith – 2 vacant pending move in
Townhomes – 1 vacant pending move in

Waitlist: Public Housing – 18 for Sibley, Pioneer, and Zenith. 7 for the Vermilion Homes.

Townhomes - 50

Window and door project here at Pioneer: Still scheduled to start on March 5, 2024.

Activities: We had a meeting on February 5, 2024 at 10:00 AM all those that attended were Angela Campbell, Harold Langowski, John Fedo, Whitney Ridlon (IRRB), Scott H (IRRB), Leah Hall (MHP), and Jill Henriksen (MHP). Just some highlights. The meeting is the first of many. We plan to meet every other week for an hour to continue our discussion. In discussions before this meeting there was thought that there would be two opportunities for funding. It has been announced that there will only

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be one opportunity this year and that is this spring. So, things will have to happen very quickly if we want an opportunity to get in on the 39 million that has been appropriated. This will be a work force housing project (affordable but market rate) It will be centered around the idea of a 32-unit apartment complex with parking spots for 19 vehicles inside the building (I have a picture of what the project can look like and a description). I have also a location of where the project will go. We will be working on Proforma and I hope to have some numbers in front of you by the next board meeting. The expense of townhome project is too much to make sense at this time. We are looking at multiple ways to leverage monies through IRRB, LHTF (with state and northland foundation funds matching), bonding from St louis county HRA just to name a few. We do have support of a developer on this project (Skip from DW Jones). I'm looking for board support to continue to move forward. **The Board gave the Executive Director Joseph Hiller full support to move forward.**

There is webinar today to discuss the application process for the workforce housing grant. I am unable to attend because of the board meeting today, but there will be a recording of the webinar that I will listen in on when it comes available.

Next steps:

Observations from MHFA's webinar

Latest conversations with Skip at DW Jones Progress on site planning

Progress on identifying local match contributions- can infrastructure for the public road count as match as well?

Progress on proformas to determine debt service, and timing of developer fee payment Other.

I have attached the end of year budget progress report. I believe I have done well in keeping with the confines of the 2023 budget aside from being way over on extraordinary expenses which were out of my control. This included the water heaters that were installed at Sibley, Zenith, and the repair on two water heaters at Pioneer. This was the bulk of the expense. The number includes the expense of upgrading our security system here at Pioneer. Does anyone have any other questions about the year-end budget report? There was some discussion.

I'm starting to gather the information needed for the upcoming audit that is scheduled to start on March 11, 2024. I have no doubt that everything will be ready for the City of Ely.

One last thing, during our inspection of a unit at Zenith we found a leak underneath the bathtub that was coming from a heat recirculating pipe. The leak has been stopped and a new bathtub and surround is on order. BJ Rusco stopped the leak and will be installing the new bathtub.

We have inspections of all public housing units scheduled for February 14, 2024 at Vermilion homes, February 15, 2024 at Zenith apartments, February 16, 2024 at Sibley Manor, and February 20, 2024 at Pioneer apartments.

6. Committee Reports

Sibley Manor Committee- not present

Pioneer Club- Tonya reported breakfast get together went fine, another is scheduled for the first Saturday in March, we have a scheduled get together for Valentine's Day for ice cream cake.

7. Unfinished Business

Review Board of Directors bylaws – Commissioner Meland made a motion to approve and accept the updated Board of Director bylaw changes a second was made by Commissioner Olson. All approved unanimously.

8. New Business

Consideration of Succession Plan Ely HRA – Table for review and comment

Consideration of Ely HRA Maintenance Policy – Table for review and comment

Discussion of the Ely HRA five-year plan – Table for review and comment

9. Next Regular Meeting Date: Wednesday, March 13, 2023 at 10:00 AM at Pioneer Apartments.

6. Adjournment: Meeting was adjourned at 10:25 AM by Commissioner Campbell.

14

MEMORANDUM OF UNDERSTANDING
between
City of Ely
and
Supervisor of Essential Employee

WHEREAS, Supervisor of Essential Employee (hereinafter referred to as “Union”) and the City of Ely (hereinafter referred to as “City”) have a negotiated Collective Bargaining Agreement dated May 29, 2020– December 31, 2022 (“CBA”);

WHEREAS, the City of Ely received a considerable rate increase proposal from Health Partners for 2024 that prompted us to explore alternative plans and companies.

WHEREAS, for the first time in over a decade another provider proposed a considerably less expensive plan with very similar coverage.

WHEREAS, as any savings made by negotiating a change shall be shared between the City and employee units.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Union as follows:

- 1) ARTICLE V, Section 1 through 4 shall be amended as follows:

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage, and be notified in writing in advance of proposed changes in these program’s insurance benefits.

Establishment of BCBS Partners. The City shall make available three Blue Cross Blue Shield coverage, herein BCBS” plans described in summary and attached hereto as Appendix “B” (coverage as of 1/1/24), to all qualified bargaining unit members and eligible retirees who exercise the option to enroll in health insurance coverage offered in this agreement.

Reference Appendix “E” for the MOU on the current Health Insurance Plans, this MOU is extended through the duration of this contract – January 1, 2023 – December 31, 2025

One Time Carrier Change

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5

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- b. **BlueAccess HSA Silver \$3300-70 Plan 632, herein referred to BCBS 3300-70**, which replaces the Health Partners 3000-70 plan
- c. **BlueAccess HSA Bronze \$7200-100 Plan 624, herein referred to BCBS 7200-100**, which replaces the Health Partners 7000-100 HSA Bronze Plan

Section 3. Employer Contributions

Subd. 1. Employer Contributions for Active Employees' under BCBS Plans

City will contribute towards the annual deductible for single and family plans. City will make a monthly contribution for qualifying bargaining unit members into the member's Health Savings Account (HSA) in accordance with the following schedule and as applied in the bargaining unit agreement between the City and the Union in force at time of enrollment:

Effective 1/1/2024, the City will contribute 37.5% of the annual deductible amount for those employees on the BCBS 2600-100 plan.

- a. For employees enrolled in the **BCBS 2600-100**, which replaced the Health Partners 2400-100 HSA Gold Plan, the employer shall continue to contribute 37.5% of the annual deductible amount into the Employees' HSA account. The employer will also make available an additional \$375.00 annually for employees on the Single 2600-100 plan and \$750 annually for employees enrolled on the Family 2600-100 plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City. When employees exceed \$2,225 in deductible costs for employees enrolled in single coverage or \$4,450 in deductible costs for employees enrolled in family coverage, the employee shall provide the Employer with the necessary paperwork to demonstrate the costs. Within 21 days of receipt of such paperwork, the Employer shall reimburse the employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursements.

Effective 1/1/2024, the City will contribute 90% of the annual deductible amount for those employees on the BCBS 3300-70 plan.

- a. For employees enrolled in the **BCBS 3300-70**, which replaced the Health Partners 3000-70 plan, the Employer shall reimburse Employees for any additional medical costs incurred due to the decrease of in-network co-insurance and increase to out-of-pocket maximums. For employees enrolled in the 3300-70 plan, the employer shall continue to contribute 90% of the total annual deductible

amount into the Employees' HSA account, and the employer will also make available an additional \$1,000.00 annually to employees enrolled in a single 3300-70 plan and \$2,000 annually for employees enrolled in a family 3300-70 plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City, to cover the additional out-of-pocket costs to employees resulting from the increase in coinsurance and maximum out of pocket limits. In order to receive such reimbursement, the Employees shall submit any necessary paperwork to demonstrate their out-of-pocket costs and shall be eligible to receive an additional 10% of the total cost of the services provided on a statement up to the amounts listed above. Within 21 days of receipt of such paperwork, Employer shall reimburse the Employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursement.

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All contributions under this plan will be placed in a Health Savings Account in accordance with IRS guidelines.

Section 4. Monthly Premium Contributions for Active Qualified Employees.

Effective 7/1/2014, Employees shall make monthly contributions to health care premiums as follows:

For each employee who elects single coverage under the group health plan described in Section 2, Employee will pay 5% of any yearly group utilization rate increase to the monthly premium (See example below):

The established base yearly premium cost this year (effective 7/1/13) is \$81,966 for all singles on the 2500-100 and 2500-75 plan (includes all City employees). *[EXAMPLE: The \$81,966.00 base is established as the total yearly premium cost for the Singles in the City of Ely for 7/1/2013 through 6/30/14. If for the 7/1/14 health insurance year, HealthPartners states there is a 10% renewal premium increase rate, than a 10% increase to the \$81,966 is \$8,196.60. Since employees now have to pay 5% of that increase, the amount is \$409.83. Take the \$409.83 and divide by the # of employees and 12 months. So, if there were 9 employees on Single, the monthly premium cost for employees would now be \$3.79 per month (\$409.83 divided by 12 months (\$34.15/month), divided by 9 employees (\$3.79/month).]*

For each employee who elects family coverage under the group health plan described in Section 2, Employee will pay 10% of any yearly group utilization rate increase to the monthly premium (See example below):

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This Memorandum shall remain in full force and effect until another Agreement is negotiated by both the Union and Employer.

Ely Essential Supervisory Union

City of Ely

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Chad Houde
President

Harold Langowski
Clerk/Treasurer of Ely

Heidi Omerza
Mayor of Ely

MEMORANDUM OF UNDERSTANDING
between
City of Ely
and
AFSCME Local Union #1490, Base Unit

WHEREAS, AFSCME Local Union # 1490, Base (hereinafter referred to as “Union”) and the City of Ely (hereinafter referred to as “City”) have a negotiated Collective Bargaining Agreement dated January 1, 2023– December 31, 2025 (“CBA”);

WHEREAS, the City of Ely received a considerable rate increase proposal from Health Partners for 2024 that prompted us to explore alternative plans and companies.

WHEREAS, for the first time in over a decade another provider proposed a considerably less expensive plan with very similar coverage.

WHEREAS, as any savings made by negotiating a change shall be shared between the City and employee units.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Union as follows:

- 1) ARTICLE XV, Sections 1 through 4 shall be replaced and amended as follows:

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage, and be notified in writing in advance of proposed changes in these program’s insurance benefits.

Establishment of BCBS Partners. The City shall make available three Blue Cross Blue Shield coverage, herein BCBS” plans described in summary and attached hereto as Appendix “B” (coverage as of 1/1/24), to all qualified bargaining unit members and eligible retirees who exercise the option to enroll in health insurance coverage offered in this agreement.

Reference Appendix “E” for the MOU on the current Health Insurance Plans, this MOU is extended through the duration of this contract – January 1, 2023 – December 31, 2025

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Effective January 1, 2024, there shall be a one-time cost savings carrier change allotment paid by the City to each employee enrolled in a Health Partners plan, as of December 31, 2023. This per employee allotment shall be \$1,389.58 and payment of such may be provided either by payroll, deferred compensation or HSA contribution, subject to IRS limitation/rules, at the request of the employee.

Section 2. The City shall provide the following health insurance plans through BCBS as described in summary and attached hereto as Appendix "B".

- a. **BlueAccess HSA Gold\$2600-100 Plan 653, herein referred to BCBS 2600-100**, which replaces the Health Partners 2400-100 HSA Gold Plan
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Effective 1/1/2024, the City will contribute 90% of the annual deductible amount for those employees on the BCBS 3300-70 plan.

- a. For employees enrolled in the **BCBS 3300-70**, which replaced the Health Partners 3000-70 plan, the Employer shall reimburse Employees for any additional medical costs incurred due to the decrease of in-network co-insurance and increase to out-of-pocket maximums. For employees enrolled in the 3300-70 plan, the employer shall continue to contribute 90% of the total annual deductible



amount into the Employees' HSA account, and the employer will also make available an additional \$1,000.00 annually to employees enrolled in a single 3300-70 plan and \$2,000 annually for employees enrolled in a family 3300-70 plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City, to cover the additional out-of-pocket costs to employees resulting from the increase in coinsurance and maximum out of pocket limits. In order to receive such reimbursement, the Employees shall submit any necessary paperwork to demonstrate their out-of-pocket costs and shall be eligible to receive an additional 10% of the total cost of the services provided on a statement up to the amounts listed above. Within 21 days of receipt of such paperwork, Employer shall reimburse the Employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursement.

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AFSCME Local Union # 1490, Base

City of Ely



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Staff Representative

Harold Langowski
Clerk/Treasurer of Ely

Trou Oelke
Union President

Heidi Omerza
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AFSCME Local Union # 1490, Base

City of Ely

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Clerk/Treasurer of Ely

Sandy Thom
Union President

Heidi Omerza
Mayor of Ely

ORDINANCE NO. 375, 2nd Series

AN ORDINANCE OF THE CITY OF ELY, MINNESOTA, ADDING TO THE ELY CITY CODE, CHAPTER 2, SECTION 2.66, ELY HOUSING FUND

THE COUNCIL OF THE CITY OF ELY DOES HEREBY ORDAIN:

SECTION 1. A new Section shall be added to Chapter 2 as Section 2.66, of the Ely City Code to read as follows:

SECTION 2.66. ELY HOUSING TRUST FUND.

Subd. 1. Purpose and Intent.

Pursuant to Minnesota State Statute 462C.16 there is hereby created and established for the City of Ely a fund to be known and denominated as the Ely Housing Trust Fund. This fund shall include a preference for creation of Workforce Housing units. The Trust Fund shall be a permanent source of funding and a continually renewable source of revenue to meet, in part, the housing needs of households of the City. The Trust Fund is to provide loans and grants to homeowners, and for-profit and non-profit housing developers for the acquisition, capital and soft costs necessary for the creation of new Affordable rental and owner-occupied housing. Preference shall also be given to those projects that ensure that the Assisted Units remain Affordable for the longest period possible.

Subd. 2. Definitions.

In this section:

- A. "Affordable" means a housing unit that has an Affordable Housing Cost.
- B. "Affordable Housing Cost" means an amount satisfied by:
 - a. For owner-occupied housing, a housing payment inclusive of loan principal, loan interest, property taxes, property and mortgage insurance, and homeowners association dues which allows a household to purchase a home, while paying no more than thirty (30%) of their gross household income; and,
 - b. For rental or cooperative housing, a housing payment, inclusive of a reasonable allowance for heating, which allows a household to rent a unit, while paying no more than thirty (30%) of their gross household income.

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- C. "Area Median Income" means the income guidelines established and published annually by MN Housings Community Impact Fund.
- D. "Assisted Unit" means a housing unit that is Affordable because of the assistance from the Trust Fund.
- E. "Commission" means the City of Ely HRA Board of Commissioners.
- F. "Workforce Housing" shall mean owner-occupied or rental housing units that are provided to households with at least one member per unit who is gainfully employed at the time of entry into the unit.
- a. Workforce housing may be designated for households that make 50% to 115% of AMI but shall be inclusive of all income levels households who meet the definition of gainful employment and can meet the Affordable Housing Cost as defined in Subpart b (1) and (2).
 - b. Gainful Employment is defined as an employment situation where the employee receives consistent work and payment from and employer at 30 hours per week or more.
- G. "Grants Supervisor" means the Ely Housing and Redevelopment Authority Executive Director, or his or her designee.
- H. "Project" may mean a single family house (attached or detached) or multifamily apartment complex, either as owner-occupied property or rental property.
- I. "Recipient" means any homeowner, for-profit or non-profit housing developer that receives funds in the form of a loan or a grant from the Trust Fund Account. A Recipient may be an individual, partnership, joint venture, limited liability company or partnership, association or corporation.
- J. "Tax Increment Financing Equity Participation Payment" means an equity payment received by the City from the developer pursuant to a TIF Development Agreement in which the tax incremental district has been dissolved.
- K. "Trust Fund" or "EHTF" means the Ely Housing Trust Fund.

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- L. "Permanent Source of Funding" means once funds are allocated to the Trust those funds can only be expended for the purposes outlined in section (4) of this document.

Subd. 3. Trust Fund Account; Sources of Trust Fund Monies.

- A. There is also hereby established an Ely Housing Trust Fund Account, to be maintained by the Housing and Redevelopment Authority (HRA) in and for the City of Ely. All funds received by the HRA on behalf of the Trust Fund shall be deposited in the Trust Fund Account. Principal and interest from loan repayments, and all other income from Trust Fund activities, shall be deposited in the Trust Fund Account. All interest earnings from the Trust Fund Account shall be reinvested and dedicated to the Trust Fund Account.
- B. The Trust Fund shall consist of funds derived from the following, but not limited to:
- a. Private cash contribution designated for the Trust Fund;
 - b. Payments in lieu of participation in current or future affordable housing programs;
 - c. Matching funds from a federal affordable housing trust fund;
 - d. Principal and interest from Trust Fund loan repayments and all other income from Trust Fund activities;
 - e. Budgeted payments made by the HRA Tax Levy fund as approved by City Council;
 - f. Matching funds from a State affordable housing trust fund or a State program designated to fund Housing Trust Funds;
 - g. Employer based funds and matches;
 - h. Other sources to be considered; local or regional utility companies, specific city departments (municipal liquor store sales), specific city program funds (revolving loan fund);
 - i. Application fees - Projects applying for funds from the Ely Affordable Housing Land Trust maybe charged an application fee based on the size and scope of the project.

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- C. The Trust Fund may consist of funds derived from any other source, including but not limited to the following, subject to approval by the City Council, upon notification from the Finance Director that funds are available.
 - a. Amounts from the Operating Budget equivalent to City fees collected from dedicated uses related to housing, such as reinspection fees;
 - b. Tax Increment returned to the County after a TIF district decertification and reallocated to the city;
 - c. Any other appropriations as determined from time to time by action of the City Council.

Subd. 4. Trust Fund Distributions.

- A. The Trust Fund is to function as a resource to fund loans and grants in strict accordance with this Section. The Trust Fund shall be administered by the HRA Executive Director. No disbursements may be made from the Trust Fund Account without prior approval of the HRA Board of Commissioners.
- B. Disbursements from the Trust Fund Account shall be made as loans or grants to assist Recipients in the creation of Assisted Units. Recipients may use the funds to pay for: capital costs, including but not limited to the actual costs of rehabilitating or constructing Assisted Units; preserving affordable units; demolishing or converting existing non-residential buildings to create new Assisted Units; real property acquisition costs; and professional service costs, including but not limited to, those costs incurred for architectural, engineering, planning and legal services which are attributable to the creation of Assisted Units.
- C. Trust Fund monies may not be used for operating expenses of any program, or supporting services such as childcare or any other social program. However, monies may be used to cover program related expenses such as legal/staff application review.
- D. The HRA shall periodically review the terms of assistance, and structure these terms to encourage the longest period of affordability possible.
- E. Loans or grants from the Trust Fund shall be used to develop Assisted Units within a project. The Trust Fund may assist up to one hundred percent (100%) of the units within a building or development of one (1) to thirty six (36) units and 50 percent (50%) for thirty seven (37) units and above.

- F. Assisted units shall be distributed throughout the building or development so as to avoid a disproportionate concentration in any one area.
- G. The HRA shall give preference to projects located outside a Housing Tax Increment District.
- H. Notwithstanding the stated purpose in subsection (1) herein to create the Fund as a continually renewable source of revenue, the HRA may, in its discretion, recommend that disbursements from the Trust Fund Account may be made as grants at any time that the Trust fund Account balance exceeds \$50,000. The HRA will revisit this amount from time to time to ensure that the objectives of the Trust Fund are being met and the amount is set at the proper level to achieve the objectives.

Subd. 5. HRA Powers and Responsibilities.

- A. The HRA shall have the following powers and duties as regards to the Trust Fund:
 - a. Recommend policies, goals and objectives for the EHTF program to the Mayor and the City Council;
 - b. Investigate and recommend to the Mayor and City Council additional sources of money for deposit to the EHTF; and
 - c. Publish and distribute requests for proposals and notices of funding availability.
- B. All projects considered for funding will be reviewed prior to HRA Commissioner's action by the HRA staff, and the Executive Director shall submit to the Commissioners staff comments and recommendations.
- C. The HRA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the City Council on the activities undertaken with funds from the Trust Fund. The report shall specify the number and types of units assisted, the amount loaned per Assisted Unit, the amount of state, federal and private funds leveraged, the geographic distribution of Assisted Units and summary of statistical data relative to the incomes of assisted households, including their monthly rent or mortgage payments, and the sales prices of owner-occupied Assisted Units.

Subd. 6. Term Affordability.

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- A. The minimum term of affordability for an Assisted Unit shall be fifteen (15) years. The HRA shall give preference to those projects that ensure that the Assisted Units remain Affordable for the longest period possible.
- B. Assisted Units shall be deed restricted to ensure long term affordability.
- C. The HRA will utilize loan agreements with recipients of the Trust fund monies. The loan agreement will clearly state the conditions and requirements for recipient's use of the Trust Fund monies, including the term of compliance, transfer or sale requirements and other requirements as specified.
- D. In those cases where an Assisted Unit is sold or transferred prior to the expiration of the agreed upon time, or where an Assisted Unit is no longer Affordable, the initial Recipient of assistance from the Trust Fund shall be obligated to repay to the Trust Fund the original loan/grant amount.
- E. The HRA shall enforce all debt and lien instruments to the fullest extent of the law. The HRA may recommend debt settlement offers, if it is determined to be in the best interest of the EHTF.

Subd. 7. Exception Authority.

- A. The City Council may revise the Trust Fund at any time in its sole and unfettered discretion as long as such exceptions do not violate Minnesota State Statute 462C.16.

SECTION 3. Effective Date: Pursuant to Section 3.08 of the Charter of the City of Ely, Minnesota, the adoption of this Ordinance is effective 30 days after final adoption and publication.

First Reading:

Second Reading:

Adopted this _____ day of _____, 2024

Mayor

Clerk Treasurer

Publication Date:
Newspaper: Ely Echo

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**City of Ely
Bills List for Council Meeting on
2/20/2024**

Jan Gen Gov Bills List	54,276.31
Jan Enterprise Bills List	357,534.99
	<u>\$ 411,811.30</u>

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Check Issue Date	Check Number	Payee	Amount	Description
02/05/2024	68828	KLUN LAW FIRM P.A.	5,166.66	FEB. 2024 RETAINER
02/08/2024	68830	TODD CREGO	1,750.00	CONTRACTED SERVICES
02/08/2024	105147	1ST AYD CORPORATION	166.71	OPERATING SUPPLY
02/08/2024	105148	ANSWERLIVE LLC	68.75	TELEPHONES
02/08/2024	105149	ARTIST'S MAGAZINE	39.95	DUES/SUBS
02/08/2024	105150	ASPEN MILLS	605.38	OPERATING SUPPLY
02/08/2024	105151	ASTRONOMY	47.45	DUES/SUBS
02/08/2024	105152	BABBITT CARQUEST	201.20	VECH. MAIN
02/08/2024	105179	MN PUBLIC FACILITIES AUTHORITY	2,290.29	BOND INTEREST
02/09/2024	105198	MPCA	130.00	TRAVEL/TRAINING
02/09/2024	105199	WELLS FARGO BANK	4,102.22	CLERK CREDIT CARD
02/12/2024	105202	SHUSTA, JOE	581.38	TRAVEL/TRAINING
02/13/2024	105205	FERRELLGAS	9,721.96	CITY HALL HEATING
02/14/2024	105207	BECKLIN & WHITNEY	4,616.55	BUILDING OFFICIAL
02/14/2024	105208	ACE HARDWARE	576.41	LOCK/PLIERS/DRILL BITS/ELEC
02/14/2024	105209	APG MEDIA OF MN	79.50	PUBLISHING
02/14/2024	105210	AQUAFIX	452.80	COLLECTIONS
02/14/2024	105211	AQUA-PURE INC	15,611.30	CHEM/CHEM PRODUCTS
02/14/2024	105212	ASCENDANCE TRUCK, LLC	80.07	VECH. MAIN
02/14/2024	105213	ASPEN MILLS	1,350.80	UNIFORM ALLOWANCE
02/14/2024	105214	BOSS AGRICULTURAL INC	1,840.00	SLUDGE DISPOSAL
02/14/2024	105215	C&B WAREHOUSE DIST. INC	98.12	OPERATING SUPPLY
02/14/2024	105216	CANNON TECHNOLOGIES	8,500.00	COMPUTERS
02/14/2024	105218	DALCO ENTERPRISES, INC	813.47	OPERATING SUPPLY
02/14/2024	105219	DICK S WELDING & REPAIR	69.00	FLAT COUPLES
02/14/2024	105220	ELY ECHO	869.10	ANIMAL LICENSE
02/14/2024	105221	EUC -WATER & LIGHT DEPT	30,865.06	UTILITIES
02/14/2024	105222	EZ CITATION	290.39	COMPUTERS
02/14/2024	105223	FERGUSON ENTERPRISES	485.03	DISTRIBUTION
02/14/2024	105224	FERGUSON WATERWORKS #2518	1,450.88	DISTRIBUTION
02/14/2024	105225	FRONTIER	.00	TELEPHONES
02/14/2024	105226	FRONTIER ENERGY, INC	2,002.25	CIP
02/14/2024	105227	G MEN	764.66	REFUSE/GARBAGE
02/14/2024	105228	GARTNER REFRIGERATION CO.	.00	REPAIR/MAIN SUPPLY
02/14/2024	105230	GOPHER STATE ONE-CALL	63.50	TELEPHONES
02/14/2024	105231	GRAINGER	116.66	OPERATING SUPPLY
02/14/2024	105232	H&L MESABI	640.00	VECH. MAIN
02/14/2024	105233	HACH COMPANY	8,710.00	CHEM/CHEM PRODUCTS
02/14/2024	105234	IDEXX DISTRIBUTION, INC	7,877.81	CHEM/CHEM PRODUCTS
02/14/2024	105235	IN CONTROL INC	809.38	REPAIRS/MAIN SUPPLY
02/14/2024	105236	INDUSTRIAL CHEM LABS & SERVICE	146.93	COLLECTIONS
02/14/2024	105237	J&L HARDWARE	1,908.65	OPERATING SUPPLY
02/14/2024	105238	KLUN LAW FIRM P.A.	5,275.00	POLICE MATTERS
02/14/2024	105239	L&L RENTALS INC.	1,259.62	VECH. MAIN
02/14/2024	105240	LAW ENFORCEMENT LABOR SERVI	211.50	UNION DUES
02/14/2024	105241	MATHER RECYCLING	200.00	TOWING
02/14/2024	105242	METRO SALES INC.	827.71	COMPUTERS
02/14/2024	105243	MIDCO	116.69	COMPUTERS
02/14/2024	105244	MN MUNICIPAL UTILITIES ASSN	7,413.75	DUES/SUBS
02/14/2024	105245	MN POWER	243,194.16	PURCHASE OF ELEC.
02/14/2024	105246	MPCA	2,192.00	
02/14/2024	105247	NAPA PARTS CENTER	794.87	VECH. MAIN
02/14/2024	105248	NBS CALIBRATIONS	132.00	REPAIRS/EQUIP
02/14/2024	105250	OJ'S HVAC & REFRIGERATION	762.00	REPAIRS/MAIN SUPPLY

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Check Issue Date	Check Number	Payee	Amount	Description
02/14/2024	105251	PACE ANALYTICAL SERVICES INC	.00	
02/14/2024	105252	ROY, BRADLEY	158.07	UNIFORM ALLOWANCE
02/14/2024	105253	SHORT ELLIOTT HENDRICKSON, IN	5,502.50	ATV TRAIL
02/14/2024	105255	SWANSON GRAVEL SALES	160.00	HIGHWAYS/STREETS
02/14/2024	105256	TOONSTRA PSYCHOLOGICAL SERVI	350.00	PRO.SERVICES
02/14/2024	105257	TREEHOUSE BROADBAND	255.00	COMPUTERS
02/14/2024	105258	TREMBATHS MACHINE & WELD.	966.41	TOOLS/PARTS
02/14/2024	105259	VINCE O'CONNOR	905.00	COMPUTERS
02/14/2024	105260	VOLTZ TECHNOLOGIES	3,969.86	COMPUTERS
02/14/2024	105261	WESCO RECEIVABLES CORP	1,438.80	ELEC. LINE EQUIP
02/14/2024	105262	WEVE-FM	130.00	PUBLISHING
02/14/2024	105263	ZIEGLER INC	252.02	VECH. MAIN
02/14/2024	105264	FRONTIER	732.24	TELEPHONES
02/14/2024	105265	GARTNER REFRIGERATION CO.	527.10	REPAIR/MAIN SUPPLY
02/14/2024	105266	PACE ANALYTICAL SERVICES INC	275.00	WATER TESTS
02/15/2024	80215241	MN DEPT OF REVENUE	17,849.73	SALES&USE TAX
Grand Totals:			<u>411,811.30</u>	

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Name	Invoice	Total Cost	Description
4 ACE HARDWARE			
ACE HARDWARE	381064	37.98	OPERATING SUPPLY
ACE HARDWARE	381120	38.99	OPERATING SUPPLY
ACE HARDWARE	381180	89.72	FITTINS/VAC. BAGS/THERMOMETER
ACE HARDWARE	381329	117.95	EXTENSION CORD/SEALANT/HEATER
ACE HARDWARE	381385	85.67	PLUGS/ADAPTER/SCREWS
ACE HARDWARE	381805	206.10	LOCK/PLIERS/DRILL BITS/ELECTRICAL TAPE
Total 4 ACE HARDWARE:		576.41	
25 ANSWERLIVE LLC			
ANSWERLIVE LLC	2401030021	17.21	TELEPHONES
ANSWERLIVE LLC	2401030021	17.18	TELEPHONES
ANSWERLIVE LLC	2401030021	17.18	TELEPHONES
ANSWERLIVE LLC	2401030021	17.18	TELEPHONES
Total 25 ANSWERLIVE LLC:		68.75	
28 AQUA-PURE INC			
AQUA-PURE INC	ELYMN2403	2,415.50	CHEM/CHEM PRODUCTS
AQUA-PURE INC	ELYMN2403	5,734.50	CHEM/CHEM PRODUCTS
AQUA-PURE INC	ELYMN2402	7,461.30	CHEM/CHEM PRODUCTS
Total 28 AQUA-PURE INC:		15,611.30	
34 ARTIST'S MAGAZINE			
ARTIST'S MAGAZINE	01/2024 REN	39.95	DUES/SUBS
Total 34 ARTIST'S MAGAZINE:		39.95	
40 BABBITT CARQUEST			
BABBITT CARQUEST	5725-114509	112.79	VECH. MAIN
BABBITT CARQUEST	5725-114676	37.56	VECH. MAIN
BABBITT CARQUEST	5725-114780	25.43	VECH. MAIN
BABBITT CARQUEST	5725-114780	25.42	VECH. MAIN
Total 40 BABBITT CARQUEST:		201.20	
83 C&B WAREHOUSE DIST. INC			
C&B WAREHOUSE DIST. INC	1019541	40.03	MOTOR FUELS
C&B WAREHOUSE DIST. INC	1019544	19.59	OPERATING SUPPLIES
C&B WAREHOUSE DIST. INC	1010421	19.50	OPERATING SUPPLY
C&B WAREHOUSE DIST. INC	1012155	19.00	OPERATING SUPPLY
Total 83 C&B WAREHOUSE DIST. INC:		98.12	
86 CANNON TECHNOLOGIES			
CANNON TECHNOLOGIES	951463441	2,833.34	COMPUTERS
CANNON TECHNOLOGIES	951463441	2,833.33	COMPUTERS
CANNON TECHNOLOGIES	951463441	2,833.33	COMPUTERS
Total 86 CANNON TECHNOLOGIES:		8,500.00	
127 DICK S WELDING & REPAIR			
DICK S WELDING & REPAIR	22770	69.00	FLAT COUPLES
Total 127 DICK S WELDING & REPAIR:		69.00	

Name	Invoice	Total Cost	Description
152 ELY ECHO			
ELY ECHO	94923	87.50	AGENDAS AMBULANCE
ELY ECHO	94699	62.90	PUBLISHING
ELY ECHO	94700	64.60	PUBLISHING
ELY ECHO	94701	72.26	PUBLISHING
ELY ECHO	94702	146.63	MINUTES
ELY ECHO	94703	28.90	PUBLIC NOTICE
ELY ECHO	94704	21.25	SPECIAL MEETING
ELY ECHO	94705	80.76	COMMITTEE OPENINGS
ELY ECHO	94706	226.10	COUNCIL MEETING
ELY ECHO	94707	78.20	ANIMAL LICENSE
Total 152 ELY ECHO:		869.10	
181 EUC -WATER & LIGHT DEPT			
EUC -WATER & LIGHT DEPT	01/2024 GEN	4,249.43	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	555.74	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	292.62	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	505.01	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	316.41	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	1,041.45	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 GEN	495.00	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 ENT	4,881.06	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 ENT	11,158.88	UTILITIES
EUC -WATER & LIGHT DEPT	01/2024 ENT	7,369.46	UTILITIES
Total 181 EUC -WATER & LIGHT DEPT:		30,865.06	
190 FERGUSON ENTERPRISES			
FERGUSON ENTERPRISES	0255106	485.03	DISTRIBUTION
Total 190 FERGUSON ENTERPRISES:		485.03	
191 FERRELLGAS			
FERRELLGAS	GARAGE HE	1,015.52	HEATING
FERRELLGAS	1125655208	930.30	WWTP HEATING
FERRELLGAS	1125331474	1,533.12	HEATING
FERRELLGAS	1125554498	2,070.23	HEATING
FERRELLGAS	1125554502	1,257.61	GARAGE HEATING
FERRELLGAS	1125554466	887.60	AIRPORT HEATING
FERRELLGAS	1125640030	1,137.42	HEATING
FERRELLGAS	1125337951	890.16	CITY HALL HEATING
Total 191 FERRELLGAS:		9,721.96	
204 FRONTIER			
FRONTIER	8185 02/202	237.45	TELEPHONES
FRONTIER	8185 02/202	237.45	TELEPHONES
FRONTIER	1041 02/202	70.83	TELEPHONES
FRONTIER	1041 02/202	70.83	TELEPHONES
FRONTIER	1041 02/202	46.62	TELEPHONES
FRONTIER	1041 02/202	46.62	TELEPHONES
FRONTIER	1041 02/202	145.16	TELEPHONES
FRONTIER	1041 02/202	145.16	TELEPHONES
FRONTIER	1041 02/202	232.18	TELEPHONES
FRONTIER	1041 02/202	232.18	TELEPHONES
FRONTIER	81850 02/20	237.45	TELEPHONES
FRONTIER	10410 02/20	70.83	TELEPHONES

Name	Invoice	Total Cost	Description
FRONTIER	10410 02/20	46.62	TELEPHONES
FRONTIER	10410 02/20	145.16	TELEPHONES
FRONTIER	10410 02/20	232.18	TELEPHONES
Total 204 FRONTIER:		732.24	
208 G MEN			
G MEN	189583	764.66	REFUSE/GARBAGE
Total 208 G MEN:		764.66	
211 GARTNER REFRIGERATION CO.			
GARTNER REFRIGERATION CO.	98671	527.10	REPAIR/MAIN SUPPLY
GARTNER REFRIGERATION CO.	98671	527.10	REPAIR/MAIN SUPPLY
GARTNER REFRIGERATION CO.	986710	527.10	REPAIR/MAIN SUPPLY
Total 211 GARTNER REFRIGERATION CO.:		527.10	
218 GOPHER STATE ONE-CALL			
GOPHER STATE ONE-CALL	4010379	15.89	TELEPHONES
GOPHER STATE ONE-CALL	4010379	15.87	TELEPHONES
GOPHER STATE ONE-CALL	4010379	15.87	TELEPHONES
GOPHER STATE ONE-CALL	4010379	15.87	TELEPHONES
Total 218 GOPHER STATE ONE-CALL:		63.50	
223 GRAINGER			
GRAINGER	9007369441	96.75	OPERATING SUPPLY
GRAINGER	9001462325	19.91	OPERATING SUPPLY
Total 223 GRAINGER:		116.66	
231 HACH COMPANY			
HACH COMPANY	13903502	1,838.00	CHEM/CHEM PRODUCTS
HACH COMPANY	13911343	6,872.00	CHEM/CHEM PRODUCTS
Total 231 HACH COMPANY:		8,710.00	
256 IN CONTROL INC			
IN CONTROL INC	S-INV01303	350.00	REPAIRS/MAIN SUPPLY
IN CONTROL INC	S-INV01317	459.38	REPAIRS/MAIN SUPPLY
Total 256 IN CONTROL INC:		809.38	
270 J&L HARDWARE			
J&L HARDWARE	2401-731645	40.82	OPERATING SUPPLY
J&L HARDWARE	2401-731650	73.97	OPERATING SUPPLY
J&L HARDWARE	2401-731668	76.42	OPERATING SUPPLY
J&L HARDWARE	2401-731674	58.86	OPERATING SUPPLY
J&L HARDWARE	2401-731968	28.84	OPERATING SUPPLY
J&L HARDWARE	2401-731975	54.96	OPERATING SUPPLY
J&L HARDWARE	2401-731980	24.97	OPERATING SUPPLY
J&L HARDWARE	2401-731991	4.38	OPERATING SUPPLY
J&L HARDWARE	2401-732026	53.96	OPERATING SUPPLY
J&L HARDWARE	2401-732073	48.97	OPERATING SUPPLY
J&L HARDWARE	2401-732359	21.99	OPERATING SUPPLY
J&L HARDWARE	2401-732464	25.99	OPERATING SUPPLY
J&L HARDWARE	2401-732485	42.25	OPERATING SUPPLY

Name	Invoice	Total Cost	Description
J&L HARDWARE	2401-732633	19.48	OPERATING SUPPLY
J&L HARDWARE	2401-732844	133.99	OPERATING SUPPLY
J&L HARDWARE	2401-732908	37.99	OPERATING SUPPLY
J&L HARDWARE	2401-732933	10.99	OPERATING SUPPLY
J&L HARDWARE	2401-733067	110.96	OPERATING SUPPLY
J&L HARDWARE	2401-733257	17.98	OPERATING SUPPLY
J&L HARDWARE	2401-733930	41.97	OPERATING SUPPLY
J&L HARDWARE	2401-733962	37.97	OPERATING SUPPLY
J&L HARDWARE	2401-734004	20.97	OPERATING SUPPLY
J&L HARDWARE	2401-734105	24.78	OPERATING SUPPLY
J&L HARDWARE	2401-734105	24.78	OPERATING SUPPLY
J&L HARDWARE	2401-734241	10.99	OPERATING SUPPLY
J&L HARDWARE	2401-734289	318.99	OPERATING SUPPLY
J&L HARDWARE	2401-734336	33.96	OPERATING SUPPLY
J&L HARDWARE	2401-734538	22.99	OPERATING SUPPLY
J&L HARDWARE	2401-734913	77.98	OPERATING SUPPLY
J&L HARDWARE	2401-73494	228.78	DISTRIBUTION
J&L HARDWARE	2401-735013	21.78	OPERATING SUPPLY
J&L HARDWARE	2401-735095	20.97	OPERATING SUPPLY
J&L HARDWARE	2401-735106	18.56	DISTRIBUTION
J&L HARDWARE	2401-735139	12.48	DISTRIBUTION
J&L HARDWARE	2401-735398	55.99	SAFETY EQUIPMENT
J&L HARDWARE	2401-736245	15.98	OPERATING SUPPLY
J&L HARDWARE	2401-736588	24.48	OPERATING SUPPLY
J&L HARDWARE	2401-736603	2.49-	
J&L HARDWARE	2401-736605	8.97	OPERATING SUPPLY
Total 270 J&L HARDWARE:		1,908.65	
293 KLUN LAW FIRM P.A.			
KLUN LAW FIRM P.A.	10500-34307	3,100.00	FEB. 2024 RETAINER
KLUN LAW FIRM P.A.	10500-34307	2,066.66	FEB. 2024 RETAINER
KLUN LAW FIRM P.A.	19928-34334	808.00	SPAULDING
KLUN LAW FIRM P.A.	20597-34364	73.50	POLICE MATTERS
KLUN LAW FIRM P.A.	18886-34322	1,935.00	UNION NEGO
KLUN LAW FIRM P.A.	14917-34359	119.50	STOREFRONT REHAB LOANS
KLUN LAW FIRM P.A.	14917-34359	119.50	STOREFRONT REHAB LOANS
KLUN LAW FIRM P.A.	20251-34348	267.50	STOREFRONT/REHAB LOANS
KLUN LAW FIRM P.A.	20251-34348	267.50	STOREFRONT/REHAB LOANS
KLUN LAW FIRM P.A.	19764-34346	659.50	CUP/VARIANCES
KLUN LAW FIRM P.A.	20546-34378	487.50	POLICE MATTERS
KLUN LAW FIRM P.A.	20650-34380	100.00	POLICE MATTERS
KLUN LAW FIRM P.A.	20484-34377	437.50	POLICE MATTERS
Total 293 KLUN LAW FIRM P.A.:		10,441.66	
303 L&L RENTALS INC.			
L&L RENTALS INC.	1-193831	314.90	VECH. MAIN
L&L RENTALS INC.	1-193831	314.90	VECH. MAIN
L&L RENTALS INC.	1-193831	314.92	VECH. MAIN
L&L RENTALS INC.	1-193831	314.90	VECH. MAIN
Total 303 L&L RENTALS INC.:		1,259.62	
314 LAW ENFORCEMENT LABOR SERVICES			
LAW ENFORCEMENT LABOR SERVICES	02/2024	211.50	UNION DUES

WHL

Name	Invoice	Total Cost	Description
Total 314 LAW ENFORCEMENT LABOR SERVICES:		211.50	
355 MIDCO			
MIDCO	3201 02/202	116.69	COMPUTERS
Total 355 MIDCO:		116.69	
380 MN DEPT OF REVENUE			
MN DEPT OF REVENUE	01/2024 SAL	17,229.00	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	177.96	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	23.73	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	51.41	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	48.10	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	229.24	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	29.99	SALES&USE TAX
MN DEPT OF REVENUE	01/2024 SAL	60.30	SALES&USE TAX
Total 380 MN DEPT OF REVENUE:		17,849.73	
384 MN MUNICIPAL UTILITIES ASSN			
MN MUNICIPAL UTILITIES ASSN	63440	123.75	PRO. SERVICES
MN MUNICIPAL UTILITIES ASSN	63167	7,290.00	DUES/SUBS
Total 384 MN MUNICIPAL UTILITIES ASSN:		7,413.75	
388 MN POWER			
MN POWER	7299 01/202	243,194.16	PURCHASE OF ELEC.
Total 388 MN POWER:		243,194.16	
389 MN PUBLIC FACILITIES AUTHORITY			
MN PUBLIC FACILITIES AUTHORITY	02/08/2024	2,290.29	BOND INTEREST
Total 389 MN PUBLIC FACILITIES AUTHORITY:		2,290.29	
405 MPCA			
MPCA	9900069416	130.00	TRAVEL/TRAINING
MPCA	1000001764	2,192.00	
Total 405 MPCA:		2,322.00	
413 NAPA PARTS CENTER			
NAPA PARTS CENTER	722639	53.52	VECH. MAIN
NAPA PARTS CENTER	722639	53.53	VECH. MAIN
NAPA PARTS CENTER	722639	53.52	VECH. MAIN
NAPA PARTS CENTER	722737	19.05	VECH. MAIN
NAPA PARTS CENTER	722791	96.27	VECH. MAIN
NAPA PARTS CENTER	722957	127.07	CLEANER/STARTER FLUID/RAGS
NAPA PARTS CENTER	723197	81.38	VECH. MAIN
NAPA PARTS CENTER	723257	37.94	VECH. MAIN
NAPA PARTS CENTER	723469	11.43	VECH. MAIN
NAPA PARTS CENTER	723517	9.48	VECH. MAIN
NAPA PARTS CENTER	723517	9.50	VECH. MAIN
NAPA PARTS CENTER	723517	9.48	VECH. MAIN
NAPA PARTS CENTER	723602	43.56	VECH. MAIN
NAPA PARTS CENTER	723890	31.80	VECH. MAIN
NAPA PARTS CENTER	723982	12.75	VECH. MAIN

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Name	Invoice	Total Cost	Description
NAPA PARTS CENTER	724027	24.06	CAPS/SILICONE SPRAY/HOSE CLAMP/CABLE TIES/FUSES
NAPA PARTS CENTER	724046	40.17	VECH. MAIN
NAPA PARTS CENTER	724046	40.19	VECH. MAIN
NAPA PARTS CENTER	724046	40.17	VECH. MAIN
Total 413 NAPA PARTS CENTER:		794.87	
467 PACE ANALYTICAL SERVICES INC			
PACE ANALYTICAL SERVICES INC	2410044045	275.00	
PACE ANALYTICAL SERVICES INC	2410044045	275.00	
PACE ANALYTICAL SERVICES INC	2410044045	275.00	WATER TESTS
Total 467 PACE ANALYTICAL SERVICES INC:		275.00	
611 TREMBATHS MACHINE & WELD.			
TREMBATHS MACHINE & WELD.	98735	182.34	COUPLES
TREMBATHS MACHINE & WELD.	98723	182.45	FITTINGS
TREMBATHS MACHINE & WELD.	98745	22.85	TOOLS/PARTS
TREMBATHS MACHINE & WELD.	98739	88.82	DISTRIBUTION
TREMBATHS MACHINE & WELD.	98748	435.00	VECH. MAIN
TREMBATHS MACHINE & WELD.	98812	54.95	VECH. MAIN
Total 611 TREMBATHS MACHINE & WELD.:		966.41	
640 VINCE O'CONNOR			
VINCE O'CONNOR	2024-11	905.00	COMPUTERS
Total 640 VINCE O'CONNOR:		905.00	
641 VOLTZ TECHNOLOGIES			
VOLTZ TECHNOLOGIES	29558	600.00	COMPUTERS
VOLTZ TECHNOLOGIES	29562	425.00	COMPUTERS
VOLTZ TECHNOLOGIES	29559	146.66	COMPUTERS
VOLTZ TECHNOLOGIES	29559	146.68	COMPUTERS
VOLTZ TECHNOLOGIES	29559	146.66	COMPUTERS
VOLTZ TECHNOLOGIES	29557	1,310.00	COMPUTERS
VOLTZ TECHNOLOGIES	29556	329.94	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29556	54.99	COMPUTERS
VOLTZ TECHNOLOGIES	29560	425.00	COMPUTERS
Total 641 VOLTZ TECHNOLOGIES:		3,969.86	
650 WELLS FARGO BANK			
WELLS FARGO BANK	2272 01/202	60.00	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	130.99	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	146.31	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	567.90	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	1,365.38	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	11.57	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	27.92	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	35.42	CLERK CREDIT CARD

Name	Invoice	Total Cost	Description
WELLS FARGO BANK	2272 01/202	24.50	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	42.56	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	106.61	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	106.61	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	106.61	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	100.47	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	367.90	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	21.27	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	643.52	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	64.41	CLERK CREDIT CARD
WELLS FARGO BANK	2272 01/202	172.27	CLERK CREDIT CARD
Total 650 WELLS FARGO BANK:		4,102.22	
654 WESCO RECEIVABLES CORP			
WESCO RECEIVABLES CORP	341546	1,438.80	ELEC. LINE EQUIP
Total 654 WESCO RECEIVABLES CORP:		1,438.80	
671 ZIEGLER INC			
ZIEGLER INC	IN001322454	252.02	VECH. MAIN
Total 671 ZIEGLER INC:		252.02	
739 INDUSTRIAL CHEM LABS & SERVICES INC			
INDUSTRIAL CHEM LABS & SERVICES INC	387421	146.93	COLLECTIONS
Total 739 INDUSTRIAL CHEM LABS & SERVICES INC:		146.93	
744 SWANSON GRAVEL SALES			
SWANSON GRAVEL SALES	2009	160.00	HIGHWAYS/STREETS
Total 744 SWANSON GRAVEL SALES:		160.00	
805 METRO SALES INC.			
METRO SALES INC.	INV2458257	120.59	CONTRACTED SERVICES
METRO SALES INC.	INV2458227	707.12	COMPUTERS
Total 805 METRO SALES INC.:		827.71	
923 TOONSTRA PSYCHOLOGICAL SERVICES			
TOONSTRA PSYCHOLOGICAL SERVICES	02/10/2024	350.00	PRO.SERVICES
Total 923 TOONSTRA PSYCHOLOGICAL SERVICES:		350.00	
999 BECKLIN & WHITNEY			
BECKLIN & WHITNEY	PR-04-2024	4,616.55	BUILDING OFFICIAL
Total 999 BECKLIN & WHITNEY:		4,616.55	
1024 SHUSTA, JOE			
SHUSTA, JOE	02/11/2024	581.38	TRAVEL/TRAINING
Total 1024 SHUSTA, JOE:		581.38	
1087 APG MEDIA OF MN			
APG MEDIA OF MN	MT800840-0	79.50	PUBLISHING

Name	Invoice	Total Cost	Description
Total 1087 APG MEDIA OF MN:		79.50	
1130 H&L MESABI			
H&L MESABI	43242	640.00	VECH. MAIN
Total 1130 H&L MESABI:		640.00	
1150 WEVE-FM			
WEVE-FM	643495-1	130.00	PUBLISHING
Total 1150 WEVE-FM:		130.00	
1169 ROY, BRADLEY			
ROY, BRADLEY	02/13/2024	158.07	UNIFORM ALLOWANCE
Total 1169 ROY, BRADLEY:		158.07	
1201 TODD CREGO			
TODD CREGO	01/2024	1,750.00	CONTRACTED SERVICES
Total 1201 TODD CREGO:		1,750.00	
1210 ASPEN MILLS			
ASPEN MILLS	326626	605.38	OPERATING SUPPLY
ASPEN MILLS	325685	1,350.80	UNIFORM ALLOWANCE
Total 1210 ASPEN MILLS:		1,956.18	
1214 OJ'S HVAC & REFRIGERATION			
OJ'S HVAC & REFRIGERATION	2435	762.00	REPAIRS/MAIN SUPPLY
Total 1214 OJ'S HVAC & REFRIGERATION:		762.00	
1305 1ST AYD CORPORATION			
1ST AYD CORPORATION	OPERATNIG	166.71	OPERATING SUPPLY
Total 1305 1ST AYD CORPORATION:		166.71	
1308 ASTRONOMY			
ASTRONOMY	01/2024 REN	47.45	DUES/SUBS
Total 1308 ASTRONOMY:		47.45	
1331 SHORT ELLIOTT HENDRICKSON, INC			
SHORT ELLIOTT HENDRICKSON, INC	459749	5,502.50	ATV TRAIL
Total 1331 SHORT ELLIOTT HENDRICKSON, INC:		5,502.50	
1405 FERGUSON WATERWORKS #2518			
FERGUSON WATERWORKS #2518	0525430	680.70	DISTRIBUTION
FERGUSON WATERWORKS #2518	0525530	693.34	DISTRIBUTION
FERGUSON WATERWORKS #2518	0525525	76.84	DISTRIBUTION
Total 1405 FERGUSON WATERWORKS #2518:		1,450.88	
1425 DALCO ENTERPRISES, INC			
DALCO ENTERPRISES, INC	4192297	560.03	OPERATING SUPPLY

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Name	Invoice	Total Cost	Description
DALCO ENTERPRISES, INC	4183396	51.81	OPERATING SUPPLY
DALCO ENTERPRISES, INC	4180212	100.81	OPERATING SUPPLY
DALCO ENTERPRISES, INC	4180212	100.82	OPERATING SUPPLY
Total 1425 DALCO ENTERPRISES, INC:		813.47	
1457 BOSS AGRICULTURAL INC			
BOSS AGRICULTURAL INC	2739	1,840.00	SLUDGE DISPOSAL
Total 1457 BOSS AGRICULTURAL INC:		1,840.00	
1464 TREEHOUSE BROADBAND			
TREEHOUSE BROADBAND	13694 02/20	127.50	COMPUTERS
TREEHOUSE BROADBAND	13694 02/20	127.50	COMPUTERS
Total 1464 TREEHOUSE BROADBAND:		255.00	
1497 FRONTIER ENERGY, INC			
FRONTIER ENERGY, INC	193805	2,002.25	CIP
Total 1497 FRONTIER ENERGY, INC:		2,002.25	
1524 MATHER RECYCLING			
MATHER RECYCLING	0567	200.00	TOWING
Total 1524 MATHER RECYCLING:		200.00	
1553 NBS CALIBRATIONS			
NBS CALIBRATIONS	0139221	132.00	REPAIRS/EQUIP
Total 1553 NBS CALIBRATIONS:		132.00	
1613 EZ CITATION			
EZ CITATION	195	290.39	COMPUTERS
Total 1613 EZ CITATION:		290.39	
1678 IDEXX DISTRIBUTION, INC			
IDEXX DISTRIBUTION, INC	3145204301	2,610.70	CHEM/CHEM PRODUCTS
IDEXX DISTRIBUTION, INC	3145204302	5,267.11	CHEM/CHEM PRODUCTS
Total 1678 IDEXX DISTRIBUTION, INC:		7,877.81	
1681 AQUAFIX			
AQUAFIX	IN011279	452.80	COLLECTIONS
Total 1681 AQUAFIX:		452.80	
1682 ASCENDANCE TRUCK, LLC			
ASCENDANCE TRUCK, LLC	80158V	80.07	VECH. MAIN
Total 1682 ASCENDANCE TRUCK, LLC:		80.07	
Grand Totals:		411,811.30	

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Vendor number hash: 0
Vendor number hash - split: 0
Total number of invoices: 0
Total number of transactions: 0

30



Invoice

Invoice Number: **461208**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

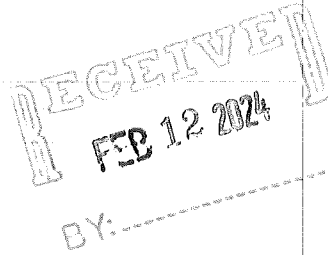
Harold Langowski
City of Ely
209 E Chapman St
Ely MN 55731

Pay This Amount \$8,013.19

Due Date	13-MAR-24
Invoice Date	12-FEB-24
Bill Through Date	31-JAN-24
Terms	30 NET
SEH Customer Acct #	3100
Customer Project # Agreement / PO #	163622

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780



Project Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Client Service Manager	Jason Chopp jchopp@sehinc.com 218.741.4284
Accounting Representative	Sandy Austin saustin@sehinc.com 218.279.3000

Project # 163622	Project Name ELYMN Prospector ATV P2	Project Description Prospector ATV P2 Connect Four
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Notes:

CC:

elyod@ely.mn.us
acctclerk@ely.mn.us

Task: 2.0 - Cloquet to Grassy Rd

Fee

Description	Amount
(41% of \$92,500.00) less previously billed of \$35,150.00	\$2,775.00
	\$2,775.00

Task: 2.0 Total: \$2,775.00

Task: 3.0 - Tower to Pfeiffer

Fee

Description	Amount
(22% of \$88,000.00) less previously billed of \$15,664.00	\$3,696.00
	\$3,696.00

51



Invoice

Invoice Number: **461208**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 3.0 - Tower to Pfeiffer

Task: 3.0 Total: \$3,696.00

Task: 5.0 - Easements

Direct

Personnel	Hours	Rate	Amount
Senior Project Engineer	2.00	193.72	\$387.45
Senior Project Engineer	1.00	193.73	\$193.73
Senior Project Engineer	0.50	193.72	\$96.86
Staff Engineer	1.75	123.45	\$216.03
Staff Engineer	2.25	123.45	\$277.77
Staff Engineer	3.00	123.45	\$370.35
	10.50		\$1,542.19

Task: 5.0 Total: \$1,542.19

Invoice total \$8,013.19

AGREEMENT BETWEEN

THE CITY OF ELY

AND

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

EFFECTIVE January 1, 202~~4~~¹ through DECEMBER 31, 202~~6~~³

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ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

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ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

**ARTICLE I
RECOGNITION**

Section 1.1 ELY SUPERVISORS OF NON-ESSENTIAL EMPLOYEES

The City hereby recognizes the Ely Supervisory Employees Association as the exclusive representative for the collective bargaining purposes of all supervisory or confidential employees employed by the City of Ely. Ely, Minnesota, whose employment service exceeds fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than one hundred (100) days per year, excluding all other employees except Clerk- Treasurer, ~~Operations Director, Library Director, Deputy Clerk, Assistant Treasurer and Planning and Zoning Administrator~~ ~~Clerical Assistant.~~

A permanent part-time employee is an employee who works fourteen (14) to forty (40) hours per week, but less than twelve (12) months per year or an employee working twelve (12) months per year, but less than forty (40) hours per week.

Section 1.2 SAVINGS CLAUSE

This agreement is subject to the Laws of the United States, the State of Minnesota, and the Charter of the City of Ely, Minnesota. In the event any provision of this agreement shall be held to be contrary to such laws by a court of competent jurisdiction, such provision shall be voided. All other provisions shall continue in full force and effect. The voided portion shall be renegotiated at the request of either party.

**ARTICLE II
MANAGEMENT RIGHTS**

It is not the purpose of the Agreement to infringe upon or impair in any way the normal right of the Employer to make and place in effect its decisions concerning the operation of its business. The management by the Employer and direction of the workforces, the operation of the employer and the direction of the work forces, the operation of the Employer including hiring, promotion and rehiring of supervisors, the suspension, discharging or other disciplining of its employees with any reduction or increase in work forces, scheduling and assignment of work and the control and regulation of the use of all equipment and other property of the employer are the exclusive right and function of the Employer, except as specified, abridged, delegated, granted or modified by this Agreement. Nothing herein shall affect, abridge or conflict with the Charter of the City of Ely or the rights and duties hereunder or the provision of any other law.

**ARTICLE III
HOURS OF WORK**

The sole authority in setting the work schedule is the Employer. Supervisors shall be required to work at any time necessary in order to perform all managerial work necessary to ensure the smooth and efficient operation of his or her department. The supervisor shall be available at all times to perform whatever managerial tasks are necessary the operation of his/her department. The Supervisor may in his/her absence, delegate to the department assistant or to such other personnel as he/she deems competent, and the authority to carry out that supervisor's managerial functions.

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

**ARTICLE IV
SALARY**

The salary agreed to shall be incorporated into this Agreement as set forth in Appendix "A" attached hereto and made a part thereof.

Longevity shall be accrued and payable as follows:

4/10 of 1% of base pay after 1 year

8/10 of 1% of base pay after 2 years

1-2/10 of 1% of base pay after 3 years

1-6/10 of 1% of base pay after 4 years

Two percent (2%) of base pay after (5) years of service

43% of base pay after 10 years

54% of base pay after 15 years

65% of base pay after 20 years

76% of base pay after 25 years

87% of base pay after 30 years

9% of base pay after 35 years

The Assistant Treasurer and Deputy Clerk are eligible for overtime, if such time is requested in writing and pre-approved by the Clerk Treasurer. In such cases, overtime will be compensated as follows:

Overtime for all compensated hours in excess of 40 hours per week or eight (8) hours per day shall be paid at one and one-half times the calculated hourly rate. To determine hourly rate of pay, employee's annual base salary divided by 2080. At the end of the pay period in which the overtime is earned, the employee elects to receive pay for the overtime or place the overtime in their compensatory time bank. At the time the Comp-bank accrues 80 hours, all overtime designated as comp time after that will be paid.

401 A Match

Effective 2024, the City of Ely shall establish a defined 401(a) employer-sponsored retirement plan. An Employee shall have the option to contribute to such a plan. The City of Ely shall contribute into the 401(a) plan a match, up to 4% of the employee's annual income contributed into their 457B plan (MSRS). After five (5) years of service for the City of Ely, the Employers contribution shall be deemed vested. In event an employee's employment with the City ends prior to 5 years, the Employers match shall be forfeited and returned to the City.

Part-Time Employees

Effective 1/1/2024, the position of Planning and Zoning Administrator shall be a part-time position and entitled to stated wages, longevity and Earned Sick and Safe Time (ESST) in accordance with Minnesota Statutes 181.032 and 181.9445-181.9445-9448. The position shall not be entitled to other benefits provided within this contract.

**ARTICLE V
HEALTH AND WELFARE**

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage, and be notified in writing in advance of proposed changes in these program’s insurance benefits.

Establishment of ~~BCBS~~Health Partners. The City shall make available three ~~Health Partner’s~~Blue Cross Blue Shield coverage, herein BCBS” plans described in summary and attached hereto as Appendix “B” (coverage as of 1/1/241), to all qualified bargaining unit members and eligible retirees who exercise the option to enroll in health insurance coverage offered in this agreement.

One Time Carrier Change

Effective January 1, 2024, there shall be a one-time cost savings carrier change allotment paid by the City to each employee enrolled in a Health Partners plan, as of December 31, 2023. This per employee allotment shall be \$1,389.58 and payment of such may be provided either by payroll, deferred compensation or HSA contribution, subject to IRS limitation/rules, at the request of the employee.

Section 2. The City shall provide the following health insurance plans through ~~BCBS~~Health Partners as described in summary and attached hereto as Appendix “B”.

- a. ~~Health Partners~~BlueAccess HSA Gold HSA Gold \$26400-100 Plan 653, herein referred to BCBS 2600-100, which replaces the Health Partners ~~24000-100 HSA Gold Plan~~
- b. ~~Health Partners HSA Embedded Silver~~BlueAccess HSA Silver \$3300000-70 Plan 632, herein referred to BCBS 3300-70, which replaces the Health Partners ~~3000-780 plan~~
- c. BlueAccess HSA Bronze ~~Health Partners HSA Embedded Bronze \$72006900-100 Plan 624, herein referred to BCBS 7200-100, which replaces the Health Partners ~~70006500-100 HSA Bronze Plan~~~~

Section 3. Employer Contributions

Subd. 1. **Employer Contributions for Active Employees’ under ~~Health Partners~~BCBS Plans**

City will contribute towards the annual deductible for single and family plans. City will make a monthly contribution for qualifying bargaining unit members into the member’s Health Savings Account (HSA) in accordance with the following schedule and as applied in the bargaining unit agreement between the City and the Union in force at time of enrollment:

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

Effective 1/1/2024~~1~~, the City will contribute 37.5% of the annual deductible amount for those employees on the ~~Health Partners HSABCBS Gold-26400-100~~ plan.

- a. For employees enrolled in the ~~Health Partners BCBS 26400-100 HSA Gold-Plan~~, which replaced the Health Partners 24000-100 HSA Gold Plan, the employer shall continue to contribute 37.5% of the annual deductible amount into the Employees' HSA account. The employer will also make available an additional \$~~375250.00~~ annually for employees on the Single 26400-100 plan and \$~~750500~~ annually for employees enrolled on the Family 26400-100 plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City. When employees exceed \$~~2,225150~~ in deductible costs for employees enrolled in single coverage or \$~~4,450300~~ in deductible costs for employees enrolled in family coverage, the employee shall provide the Employer with the necessary paperwork to demonstrate the costs. Within 21 days of receipt of such paperwork, the Employer shall reimburse the employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursements.

Effective 1/1/2024~~1~~, the City will contribute 90% of the annual deductible amount for those employees on the ~~Health Partners HSA-Embedded-SilverBCBS 33000-70~~ plan.

- a. For employees enrolled in the ~~Health Partners HSABCBS 33000-70 HSA Silver-Plan~~, which replaced the Health Partners 3000-780 plan, the Employer shall reimburse Employees for any additional medical costs incurred due to the decrease of in-network co-insurance and increase to out-of-pocket maximums. For employees enrolled in the 33000-70 HSA Silver plan, the employer shall continue to contribute 90% of the total annual deductible amount into the Employees' HSA account, and the employer will also make available an additional \$1,000.00 annually to employees enrolled in a single 33000-70 plan and \$2,000 annually for employees enrolled in a family 33000-70 plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City, to cover the additional out-of-pocket costs to employees resulting from the increase in coinsurance and maximum out of pocket limits. In order to receive such reimbursement, the Employees shall submit any necessary paperwork to demonstrate their out-of-pocket costs and shall be eligible to receive an additional 10% of the total cost of the services provided on a statement up to the amounts listed above. Within 21 days of receipt of such paperwork, Employer shall reimburse the Employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursement.

Effective 1/1/2024~~1~~, the City will contribute 50% of the annual deductible amount for those employees on the ~~Health Partners HSA Embedded Bronze~~ BCBS 6900-100 plan.

- a. For employees enrolled in the ~~Health Partners BCBS 726900-10000 HSA Bronze plan~~, which replaced the Health Partners ~~7000-6500-100 HSA Bronze Plan~~, the employer shall continue to contribute 50% of the annual deductible amount into the Employees' HSA account. The employer will also make available an additional ~~\$300200.00~~ annually for employees enrolled in the Single ~~726900-100~~ plan and ~~\$7400~~ annually for employees enrolled on the Family ~~726900-100~~ plan, on a reimbursement basis utilizing a Health Care Reimbursement Account funded by the City. When employees exceed ~~\$6,850700~~ in deductible costs for employees enrolled in single coverage or ~~\$13,7400~~ in deductible costs for employees enrolled in family coverage, the employee shall provide the Employer with the necessary paperwork to demonstrate the costs. Within 21 days of receipt of such paperwork, Employer shall reimburse the Employee (untaxed) for any difference between the Employee's contribution and the remaining amount due based on plan enrollment. Each employee is requested to submit for reimbursement on a quarterly basis to facilitate timely reimbursements.

If an employee requests pre-payment of the City's deductible contribution, the City shall, upon verification of employee's expenses by the City Clerk-Treasurer, provide the employee with the pre-payment up to the remainder of the City's deductible contribution per the employee's plan election. Verification shall include only expenditure of employee's medical expenses. All contributions on behalf of a plan participant shall cease on the date the participant is no longer a qualified employee of the City. With respect to eligible retirees, City shall not contribute monthly for group health coverage.

All contributions under this plan will be placed in a Health Savings Account in accordance with IRS guidelines.

Section 4. Monthly Premium Contributions for Active Qualified Employees.

Effective 7/1/2014, Employees shall make monthly contributions to health care premiums as follows:

For each employee who elects single coverage under the group health plan described in Section 2, Employee will pay 5% of any yearly group utilization rate increase to the monthly premium (See example below):

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

The established base yearly premium cost this year (effective 7/1/13) is \$81,966 for all singles on the 2500-100 and 2500-75 plan (includes all City employees). *[EXAMPLE: The \$81,966.00 base is established as the total yearly premium cost for the Singles in the City of Ely for 7/1/2013 through 6/30/14. If for the 7/1/14 health insurance year, HealthPartners states there is a 10% renewal premium increase rate, than a 10% increase to the \$81,966 is \$8,196.60. Since employees now have to pay 5% of that increase, the amount is \$409.83. Take the \$409.83 and divide by the # of employees and 12 months. So, if there were 9 employees on Single, the monthly premium cost for employees would now be \$3.79 per month (\$409.83 divided by 12 months (\$34.15/month), divided by 9 employees (\$3.79/month).]*

For each employee who elects family coverage under the group health plan described in Section 2, Employee will pay 10% of any yearly group utilization rate increase to the monthly premium (See example below):

The established base yearly premium cost this year (effective 7/1/13) is \$362,541.16 for all employees on the 2500-100 and 2500-75 Non-Single (Family) plan (includes all City employees). *EXAMPLE: The \$362,541.16 base is established as the total yearly premium cost for the employees in the City of Ely with a Family plan for 7/1/2013 through 6/30/14. If for the 7/1/14 health insurance year, HealthPartners states there is a 10% renewal premium increase rate, than a 10% increase to the \$362,541.16 is \$36,254.12. Since employees now have to pay 10% of that increase, the amount is \$3,625.41. Take the \$3,625.41 and divide by the # of employees and 12 months. So, if there were 15 employees on Family, the monthly premium cost for employees would now be \$110.14 per month (\$3,625.41 divided by 12 months (\$302.12/month), divided by 15 employees (\$20.14/month + \$90.00 per month).]*

~~With respect to eligible retirees, City shall not contribute to the monthly premium cost for group health coverage.~~

~~All Employees who have balances in their HRA accounts (from the former \$300-25 plan) will maintain those dollar amounts in their accounts. Employees can utilize these funds according to plan requirements.~~

Section 5. Payment of Administrative Fee for the Plans.

Administrative fees allocable to individual accounts of active employees who are active participants in the Plans shall be paid by the City. Administrative fees allocable to individual accounts of active employees, who have accrued a balance in the Plans but change coverage, so that they are no longer entitled to employer contributions, shall be paid from the employee's account. Administrative fees allocable to the individual accounts of former employees shall be paid from the employee's account. Administrative fees allocable to the individual accounts of retirees shall be paid from the retiree's

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account. If the Plan is terminated, or if Employer Contributions cease by agreement between the parties, administrative fees shall be paid from the employee's account.

Section 6.

All regular employees shall be covered under the following insurance programs or under comparable or equivalent coverage and be notified in writing in advance of changes in these program's insurance benefits:

- A. \$40,000.00 group term life insurance for active employees to age 65. Upon retirement, the City will deposit \$6,000 into the employees HCSP account. All contributions must follow IRS rules.
- B. A Dental Insurance Plan. The City shall pay the entire premium costs of the above insurance coverage's.
- C. Long term Disability Plan. The LTD Insurance benefit level is 66 2/3% of regular pay, starting the 91st calendar day of extended illness or at the exhaustion of catastrophic illness days, whichever is longer. See Article VII, Section 8. The City shall pay the entire premium costs of the above insurance coverage.
- D. Short Term Disability Plan. Employee paid, either as a pre-tax, or post-tax schedule, to be coordinated with the Accounting Department.

Section 7.

The City shall continue to provide the coverage herein before set forth during the period of temporary total disability of employees resulting from compensable injury under the Workmen's Compensation Act, or on disability leave, for an additional 90 days after sick leave has been exhausted.

Section 8.

If, during this contract the City and the Union agree to a lower cost hospitalization plan, this contract may be reopened only to negotiate provisions for the employees receiving a portion of the savings accruing to the City from implementing a lower cost plan. The parties agree that the insurance committee, consisting of equal numbers of union and Employer representatives, will work towards other options that may save costs for both parties.

ARTICLE VI HOLIDAY PROVISIONS

Supervisors shall receive the following holidays:

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New Year's Eve	Labor Day
New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Juneteenth
Four personal days for a maximum of 32 hours	

Eligibility: No employees on an unpaid leave of absence, absent without pay, or whose employment terminates on the day preceding or following a holiday, shall be eligible for holiday pay.

**ARTICLE VII
VACATIONS**

All full time supervisors shall receive the following annual vacation with pay:

80 hours	After	One (1) year of service
120 hours	After	Five (5) years of service
160 hours	After	Ten (10) years of service
Starting on the 15 th year, one additional day of vacation accrued per year until retirement.		

Vacation shall be credited upon the employee's first anniversary date with the City. Thereafter, vacation shall be prorated and accrued per pay period. The Supervisors shall be allowed to accumulate twenty (20) days of unused vacation which can be carried over into the following anniversary year. At the end of each anniversary year, unused vacation time in excess of 20 days shall be paid out by the employer.

All permanent part-time employees working twenty (20) hours or more per week shall receive vacation benefits on a pro-rated basis which shall be determined by the number of years of service and the number of months worked in a fiscal year.

**ARTICLE VIII
SOLDIERS AND VETERANS PREFERENCE LAWS**

Nothing herein shall affect the soldier's preference laws and rights of employees thereunder.

**ARTICLE IX
SICK LEAVE, DISABILITY LEAVE, BEREAVEMENT LEAVE AND OTHER LEAVES**

Section 1

Upon completion of their twelve (12) month probationary period, all full time supervisors shall earn sick leave, which accrues at the rate of one (1) working day per month, retroactive to the first day of employment. The maximum accumulation shall be seven hundred and twenty (720) hours.

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A permanent part-time employee shall earn pro-rated sick benefits.

Section 2

A Supervisor shall continue to earn sick leave credit when he/she is out of work due to a compensable injury under the Worker's Compensation Act, provided that such injury occurs during his/her employment with the City. A Supervisor on disability leave shall not earn sick leave credit during his/her disability leave.

Section 3

The City will comply with the rules involving Family Medical Leave Act.

Section 4

Sick leave absence will require a doctor's certificate the third day of absence.

Section 5

Upon accumulation of the maximum amount of sick leave (720 hours), an employee shall earn eight hours of sick leave each month which shall be paid monthly into the employee's health care saving account (HCPS) at the employee's daily rate of pay.

Section 6

The Employer agrees to apply the unused portion of an employee's sick leave, upon retirement, toward the payment of employee's hospitalization benefits up to a maximum of seven hundred twenty (720) hours. The employee may elect to cash out all accumulated sick leave upon resignation or retirement at the then current hourly rate of pay. To determine hourly rate of pay, employee's annual base salary divided by 2080. Should the hospitalization plan change, the retiree would have the option to take the accrued sick leave in a cash settlement.

Section 7

Not to exceed three (3) days of absence, from and including the date of death to and including the date of the funeral, shall be allowed an employee in the event of the death of a member of the immediate family, namely; husband, wife, son, step-son, daughter, step-daughter, father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law. In the event of travel, if required to a point outside the City of Ely, an additional period of not exceeding two (2) days from the date of the funeral for travel, if needed.

Section 8

A leave of absence, not to exceed six months, may be granted by the employer upon written request of the supervisor. The leave of absence may be further extended for an additional six months, but in no event for any longer period by agreement of the employer. No leave shall be allowed for the purpose of other employment. Failing that, such employee shall be considered a voluntary quit. During any authorized leave of absence, the employee is responsible for the payment of the entire cost of their health, dental and life insurance if they wish to keep them in effect.

Section 9

A supervisor who is absent due to illness after his sick leave has been exhausted may be granted a disability leave of absence commencing with the ninetieth (90th) day of absence and continuing for a period of not to exceed two (2) years at a rate of 66 2/3 of employee's monthly earning at the time of

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disability. Once on disability, the employee is responsible for the payment of the entire health, dental, and life insurance premiums. The supervisor shall be required to furnish the employer with a doctor's certificate as to his/her inability to work each month during the period of disability leave. After two (2) years, the employee may be removed from the employer's employee lists.

**ARTICLE X
JURY DUTY**

In the event a supervisor is called to serve on jury duty and does serve on such jury thereby being absent from work shall be paid the difference between jury duty pay and his/her regular salary by the employer. Any Employee dismissed by the court prior to the end of their workday will return to their normal duties.

**ARTICLE XI
PROFESSIONAL BOARD TRAINING & VEHICLE ALLOWANCE**

Compensation for meeting or training of Supervisors may be granted at the discretion of the Employer.

The City will pay the professional dues for the Operations Director's engineering license every two years.

A \$50.00 per month stipend shall be provided to the Operations Director for mileage for his/her personal vehicle as it relates to work use of personal vehicle.

The City will pay for the Library Director's professional membership in the Association of Rural and Small Libraries.

**ARTICLE XII
DISCIPLINE**

12-DUE PROCESS

Disciplinary action may be imposed on Employees who have completed their probationary period only for just cause. All disciplinary actions or termination are subject to due process as defined in this and Article XV. Employees may ask for a representative of the Association and/or legal counsel at any step of the process.

The Council shall appoint the chair of the Personnel Committee or some other person to investigate any allegations against a supervisory Employee subject to this agreement.

12-1-NOTIFICATION

Employees shall be notified in writing of any charges or allegations against them. The Association will also be notified of any disciplinary action taken against any employee in their bargaining unit.

12-2-PROCEDURE

Discipline will normally be progressive in nature as outlined below. The step at which disciplinary actions are originated shall be appropriate to the nature of the alleged offense. All disciplinary actions shall be removed from the Employee's personnel file according to the following schedule; Verbal warning-six months, written warnings-two years and Suspensions-three years, termination-no limit.

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**ARTICLE XIII
GRIEVANCE PROCEDURES**

A grievance means any disputes to the interpretation or application of the specific terms and conditions of this contract.

Grievances shall be resolved in conformance with the following procedures:

STEP 1-A supervisor with a grievance shall, within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or after the department head reasonably should have known of the occurrence, present the grievance in writing to the Council/EUC designated Employer Representative. The Employer Representative and the supervisor shall meet and discuss the grievance. An answer shall be given in writing by the Employer Representative within twenty (20) calendar days of the meeting. Failure by the employer to respond in writing shall constitute a denial. No adjustment by the Employer Representative shall be effective without Council/EUC approval.

STEP 2-If the grievance is not resolved in Step One within ten (10) calendar days of the denial or written response, the department head shall present the written grievance to the City Council/EUC for consideration. The Council/EUC, not later than the second regular meeting after presentment of the written grievance to the Clerks shall consider the grievance, and with ten (10) calendar days after said consideration, shall answer the grievance in writing. Failure by the Council/EUC to respond in writing constitutes denial.

STEP 3-If the grievance is not resolved in Step Two within ten (10) calendar days of the Step Two denial or the written response; refer to mediation. Mediation shall be binding and shall be conducted consistent with the Minnesota Uniform Arbitration Act. Failure by a supervisor to present a written grievance or demand for mediation within the time periods set forth above shall bar the supervisor from further action with respect to a grievance. If barred, a supervisor shall have no right to make a claim or to take a cause of action. Either party may petition to the Minnesota Bureau of Mediation Services within ten (10) days of the step two denial. Upon assignment of a Mediator by the Bureau, a mediation session/s will be scheduled in an attempt to resolve the dispute.

STEP 4-Arbitration. If no settlement is reached at Step Three, the grievance may be submitted to Arbitration within ten (10) calendar days of the failure of mediation. Either party may within the specified ten days request that the Commissioner, Bureau of Mediation Services, State of Minnesota, furnish a list of seven (7) prospective arbiters. From this list, the parties shall strike, in turn, with the grieving party striking first, one name until only one name remains. This individual shall be the Arbiter and shall set a date for a hearing. The Arbiter shall have no right to amend, modify, nullify, ignore, add-to, or subtract from the terms of the agreement. The Arbiter shall consider and decide only the specific issue (2) submitted in writing by the employer and the union and shall have no authority to make decision on any other issue not so submitted. The Arbiter shall be without power to make decisions contrary 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 Arbiter's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbiter's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The fees and the expenses of the Arbiter's services and proceedings shall be borne



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equally by the Employer and the Association provided that each party shall be responsible for compensating its own representative and witnesses.

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 specific 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 Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE XIV PROBATIONARY PERIODS

All newly hired or rehired employees will serve a one (1) year probationary period. Performance shall be reviewed upon the employee serving six (6) months for the City. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer with or without just cause and without any recourse through the grievance procedure. At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE XV MISCELLANEOUS

15.1 LENGTH OF SERVICE

Seniority or length of services as it applies to all provisions in this agreement is to be defined as the continuous length of employment with the Employer since the last date of hire. Length of service shall be interrupted by separation because of resignation, termination, and discharge for cause, failure to return upon expiration of a leave of absence or retirement.

15.2 Council means the governing body of the City of Ely.

15.3 Employee means a member of the formally recognized bargaining unit covered under this agreement.

15.4 Employer means the City of Ely, Minnesota.

15.5 Retirement is as defined by Minnesota Statute 471.61 or as defined by PERA.

15.6 Workday is equal to eight (8) hours for the purpose of calculating holidays, vacation, sick leave, jury duty and bereavement leave.

15.7 All leave time schedules will be in hours as work days are defined as eight (8) hours in 15.6.

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CITY OF ELY

ELY SUPERVISORS OF OTHER THAN ESSENTIAL EMPLOYEES

Mayor

Harold Langowski, Contract Representative

City Clerk/Treasurer

Rachel Heinrich, Contract Secretary

Date

Date

Appendix A

The salary agreed to shall be incorporated into this Agreement, as set forth below:

	<u>January 1, 2024</u>	<u>January 1, 2025</u>	<u>January 1, 2026</u>
<u>Clerk-Treasurer</u>	<u>\$131,183.52</u>	<u>\$136,430.86</u>	<u>\$141,888.09</u>
<u>Deputy Clerk*</u>	<u>\$36.51</u>	<u>\$37.97</u>	<u>\$39.49</u>
<u>Library Director</u>	<u>\$79,050.52</u>	<u>\$82,212.54</u>	<u>\$85,501.04</u>
<u>Assistant Treasurer</u>	<u>\$43.41</u>	<u>\$45.15</u>	<u>\$46.96</u>
<u>Planning & Zoning Administrator</u>	<u>\$27.31</u>	<u>\$28.40</u>	<u>\$29.54</u>
-	<u>*7% increase</u>	<u>*4% increase</u>	<u>*4% increase</u>
-	<u>— January 1, 2021</u>	<u>— January 1, 2022</u>	<u>— January 1, 2023</u>
<u>Clerk-Treasurer-</u>	<u>\$116,693.80</u>	<u>\$119,611.15</u>	<u>\$122,601.42</u>
<u>Deputy Clerk*</u>	<u>\$32.47</u>	<u>\$33.28</u>	<u>\$34.12</u>
<u>Library Director</u>	<u>\$70,319.09</u>	<u>\$72,077.07</u>	<u>\$73,878.99</u>
<u>Assistant Treasurer</u>	<u>\$38.61</u>	<u>\$39.58</u>	<u>\$40.57</u>
-	<u>*2.5% increase</u>	<u>*2.5% increase</u>	<u>*2.5% increase</u>

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*The Deputy Clerk shall receive a stipend of \$500 for each special election held. In 2018, Deputy Clerk received an additional wage increase for additional duties of civil enforcement, sewer compliance and election judge training. Said duties shall be added to the job description.

In 2021, Deputy Clerk received an additional wage increase for obtaining the Minnesota Certified Municipal Clerk status.

A handwritten signature in black ink, appearing to be 'UJ', is located in the bottom right corner of the page.

CITY OF ELY
RESOLUTION SUPPORTING GRANT APPLICATION TO THE MN DNR FEDERAL
RECREATIONAL TRAIL PROGRAM TO PURCHASE TRAIL MAINTENANCE
EQUIPMENT FOR THE MAINTENANCE OF THE PROSPECTORS LOOP TRAIL

WHEREAS, the City of Ely supports the grant application made by the Prospector ATV Club made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Program. The application is to purchase equipment to maintain the 250 mile Prospectors Loop trail , and

WHEREAS, the City of Ely and the Prospector ATV Club recognizes the twenty-five (25) percent match requirement for the Federal Recreational Trail Program, and has secured the matching funds,

NOW, THEREFORE, BE IT RESOLVED, if the City of Ely is awarded a grant by the Minnesota Department of Natural resources, the City of Ely agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Ely will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Trail Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Ely names the fiscal agent for the City of Ely for this project as:

Harold R Langowski
Clerk/Treasurer
City of Ely
209 E Chapman St
Ely, MN 55731

BE IT FURTHER RESOLVED, the City of Ely and the Prospector ATV Club hereby assures the equipment acquired through this grant will be maintained for no less than twenty (20) years as required by the Federal Recreational Trail Grant Program or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. 2024-010 was declared duly passed and adopted this 20th day of February, 2024.

Heidi Omerza, Mayor

Harold R Langowski, Clerk/Treasurer

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