

AGENDA

- 1. Call to order, Pledge of Allegiance, Roll Call**
- 2. Audience Recognition**
- 3. Approval of Agenda**
- 4. Approval of Consent Agenda***
 - 4.1 Approval of January 27, 2026, Regular Meeting Minutes
 - 4.2 Approval of February 4, 2026, Working Session Notes
 - 4.3 Approval of Claims and Accounts
 - 4.4 Charitable Gambling Reports (none)
 - 4.5 Acknowledgement of Land Use Permits Approved (none)
 - 4.6 Chief of Police Report
 - 4.7 Public Works Director Report
 - 4.8 Deputy Clerk Report
- 5. Correspondence**
- 6. Reports**
 - 6.1 Mayor
 - 6.2 City Council
 - 6.3 CEDA Report
- 7. Commendations and Recognitions**
- 8. Unfinished Business**
 - 8.1 Consider Master Services Agreement with Rent.Fun for an Eight Unit Kayak Rental Kiosk
- 9. New Business**
 - 9.1 Emergency Operations Plan discussion
- 10. Personnel**
 - 10.1 Consider Approval of Patrol Officer Collective Bargaining Agreement for a Three-Year Term, Effective January 1, 2026, through December 31, 2028
 - 10.2 Consider Approval of General Unit Collective Bargaining Agreement for a Three-Year Term, Effective January 1, 2026, through December 31, 2028
- 11. Adjourn Meeting**

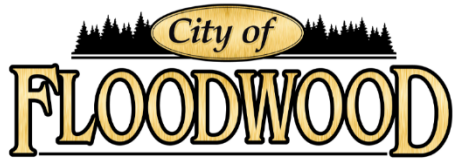
Upcoming:

February 24, 6:00 p.m. Regular City Council Meeting

March 2, 9:00 a.m. Coffee with the Mayor – Riverview Manor

April 22; 3:00 p.m. - L.B.A.E. Meeting

* One motion accepts all items listed under this agenda. The council may choose to remove an item from the consent agenda and discuss these items separately leaving others to be approved by the consent action.



**REGULAR MEETING
OFFICE OF THE CITY CLERK
January 27, 2026; 6:00 p.m.
Floodwood City Hall**

Mayor Farrell called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Present at roll call: Mayor Tad Farrell; Clerk Melinda Felknor; Councilors Derek Hart, Maureen Johnston, and Tim Lamping. **Also present:** Deputy Clerk Cory Suonvieri; Andy Ahles; Patsy VanderVeer; and Krystal Bartizal. Chief Kelley arrived later during the meeting.

Motion by Farrell, second by Hart, to approve the agenda as presented. Motion carried unanimously.

Motion by Farrell, second by Felknor to approve the consent agenda as presented. Motion carried unanimously.

Council reviewed correspondence including: the January 2025 *City of Floodwood Update*; the Minnesota Public Utilities Commission (PUC) Notice of Complete Application and Public Information and Scoping Meetings; and the February 4, 2026, Work Session posting.

Mayor Farrell reported on the following: the upcoming *Coffee with the Mayor* scheduled for February 2; a recent meeting with Natalie Hoff of FI Salter and Deputy Clerk Suonvieri regarding the New Property and wetland delineation; an update on the Phase II Environmental Study; his attendance at the recent Minnesota POST Board meeting; and notification from the offices of Senator Amy Klobuchar and Senator Tina Smith regarding a \$1.5 million Congressionally Directed Spending request that is awaiting the President's signature.

City Council reported on the following: Council members expressed concerns regarding police officer scheduling and coverage following events including a recent evening accident during which no Floodwood Police Officers were available to respond. Chief Kelley provided input regarding current scheduling practices and noted that as officers complete their training, available coverage hours will increase. Council requested the schedule be made available to Utility Clerk Farrell and Deputy Clerk Suonvieri.

Councilor Hart provided an update on the Ambulance District's application for CDBG Funding.

UNFINISHED BUSINESS:

Council reviewed updated information on the kayak rental kiosk and postponed further discussion to the next meeting.

NEW BUSINESS:

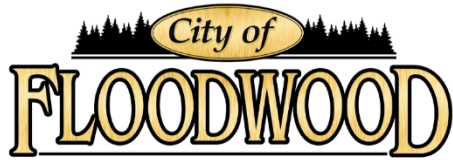
Motion by Hart, second by Lamping to approve the purchase of a garage door opener from Overhead Door Head in the amount of \$4,400. Motion carried unanimously.

Motion by Farrell, second by Felknor to approve the Savanna Drifters Benchmark 2 for \$7,854.08. Motion carried unanimously.

PERSONNEL – None

Mayor Farrell adjourned the meeting at 6:56 p.m.

Melinda Felknor, City Clerk



**WORKING SESSION
OFFICE OF THE CITY CLERK
February 4, 2026; 2:00 p.m.
Ideal Homes
3680 Allen Syverson Dr.
Barnum, MN 55707**

Floodwood City Council Members Mayor Tad Farrell; Clerk Melinda Felknor; Councilors Derek Hart, Maureen Johnston, and Tim Lamping met at 3680 Allen Syverson Dr., of Barnum, Minnesota at 2:00 p.m. Also present was Deputy Clerk Cory Suonvieri & Andy Ahles.

Owner Aiden Bachand, and staff members of Ideal Homes provided a tour of manufactured and modular homes and allowed time for questions and answers.

The tour ended at approximately 3:50 p.m.

Melinda Felknor, City Clerk



Fund	2026 Beginning Balance	2026 Receipts	2026 Disbursements	JE's	Balance	
101 - GENERAL FUND	\$248,619.09	\$75,808.13	(\$87,866.97)	(\$15,509.70)	\$ 221,050.55	In Balance
102 - FIRE FUND	\$110.78				\$ 110.78	In Balance
103 - REVOLVING LOAN FUND	\$47,601.16				\$ 47,601.16	In Balance
106 - RECREATION FUND	\$132,700.00				\$ 132,700.00	In Balance
202 - FISCAL AGENT DRIFTERS FUND	\$14,137.34		(\$14,137.34)		\$ -	In Balance
601 - WATER FUND	\$59,234.49	\$12,831.96	(\$58,371.58)	(\$4,739.43)	\$ 8,955.44	In Balance
602 - SEWER FUND	(\$213,977.64)	\$245,402.15	(\$138,897.14)	(\$4,739.33)	\$ (112,211.96)	In Balance
				Total	\$ 298,205.97	

Fund	Account	Description	Amount	Total	Date	Comments
Fund 101 GENERAL FUND						
General Fund Revenue						
	R 101-41000-33100	Federal Grants and Aids	\$13,474.41		2/3/2026	COPS GRANT 2025 QTR.4
	Total Federal Grants and Aids:			\$13,474.41		
	R 101-41000-33400	State Grants and Aids	\$1,000.00		1/30/2026	Final Pay LCCMR Campground
	Total State Grants and Aids:			\$1,000.00		
	R 101-41000-34000	Charges for Services	\$5.00		1/30/2026	Copies
	Total Charges for Services:			\$5.00		
	R 101-41000-34101	Rent/Lease	\$849.94		2/3/2026	Tower Lease
	Total Rent/Lease:			\$849.94		
	R 101-41000-34102	Street Lighting Fee	\$375.08		2/3/2026	Street Lighting
	Total Street Lighting Fee:			\$375.08		
	R 101-41000-36210	Interest Earnings	\$20.28		1/30/2026	Interest Earned
	Total Interest Earnings:			\$20.28		
	Total General Fund Revenue:			\$15,724.71		
General Fund Expenses						
	E 101-41000-433	Dues and Subscriptions	\$298.44		2/4/2026	Government Yearly Website Service
	Total Dues and Subscriptions:			\$298.44		
	E 101-41110-208	Training and Instruction	\$120.00		2/4/2026	SLC Days
	Total Training and Instruction:			\$120.00		
	E 101-41110-300	Professional Services	\$2,000.00		2/4/2026	Tier 2 Cities Grant Application
	E 101-41110-300	Professional Services	\$180.00		2/4/2026	General Municipal Matters
	Total Professional Services:			\$2,180.00		
	E 101-41110-433	Dues and Subscriptions	\$56.12		2/4/2026	Telephone
	E 101-41110-433	Dues and Subscriptions	\$23.25		2/4/2026	CC Internet
	E 101-41110-433	Dues and Subscriptions	\$298.42		2/4/2026	City Council Yearly Website Service
	E 101-41110-433	Dues and Subscriptions	\$105.00		2/4/2026	City Council Yearly Email Service
	Total Dues and Subscriptions:			\$482.79		
	E 101-41310-141	Unemployment Insurance	\$43.89		1/28/2026	4th Qtr. Unemployment
	Total Unemployment Insurance:			\$43.89		
	E 101-41310-200	Office Supplies	\$17.03		2/4/2026	Office Supplies
	Total Office Supplies:			\$17.03		
	E 101-41310-208	Training and Instruction	\$40.00		2/4/2026	SLC Days
	E 101-41310-208	Training and Instruction	\$395.00		2/4/2026	MCFOA Class
	Total Training and Instruction:			\$435.00		
	E 101-41310-321	Telephone	\$56.13		2/4/2026	Telephone
	Total Telephone:			\$56.13		
	E 101-41310-324	Internet Service	\$23.25		2/4/2026	Admin Internet

E 101-41310-324	Internet Service	\$298.42	2/4/2026	Admin Yearly Website Service
E 101-41310-324	Internet Service	\$40.00	2/4/2026	Admin Yearly Email Service
Total Internet Service:		\$361.67		
E 101-41940-220	Repair/Maint. Supplies & Parts	\$429.56	2/4/2026	City Garage Lights
Total Repair/Maint. Supplies & Parts:		\$429.56		
E 101-41940-300	Professional Services	\$480.00	2/4/2026	City Hall Cleaning January
E 101-41940-300	Professional Services	\$25.32	2/4/2026	City Hall Rug Service
Total Professional Services:		\$505.32		
E 101-42110-141	Unemployment Insurance	\$357.39	1/28/2026	4th Qtr. Unemployment
Total Unemployment Insurance:		\$357.39		
E 101-42110-200	Office Supplies	\$17.02	2/4/2026	Office Supplies
Total Office Supplies:		\$17.02		
E 101-42110-208	Training and Instruction	\$375.00	2/4/2026	Mesia BCA Training
Total Training and Instruction:		\$375.00		
E 101-42110-210	Operating Supplies	\$92.31	2/4/2026	Cameras
Total Operating Supplies:		\$92.31		
E 101-42110-239	Safety Supplies	\$1,525.00	2/4/2026	Mesia Vest
E 101-42110-239	Safety Supplies	\$1,795.00	2/4/2026	Kelley Vest Reimb
E 101-42110-239	Safety Supplies	\$1,358.14	2/4/2026	Jones Vest Reimb
Total Safety Supplies:		\$4,678.14		
E 101-42110-305	Repair Services	\$103.47	2/4/2026	Oil, Filter, Wipers
Total Repair Services:		\$103.47		
E 101-42110-307	Membership & Dues	\$20.00	2/4/2026	Camera Internet
Total Membership & Dues:		\$20.00		
E 101-42110-321	Telephone	\$56.13	2/4/2026	Telephone
Total Telephone:		\$56.13		
E 101-42110-324	Internet Service	\$298.42	2/4/2026	Police Yearly Website Service
E 101-42110-324	Internet Service	\$23.25	2/4/2026	Police Internet
Total Internet Service:		\$321.67		
E 101-42110-326	Computer Services/Dues	\$175.00	2/4/2026	PD Yearly Email Service
Total Computer Services/Dues:		\$175.00		
E 101-42110-331	Travel Expenses	\$62.37	2/4/2026	BCA Travel Expenses
Total Travel Expenses:		\$62.37		
E 101-43100-141	Unemployment Insurance	\$43.89	1/28/2026	4th Qtr. Unemployment
Total Unemployment Insurance:		\$43.89		
E 101-43100-220	Repair/Maint. Supplies & Parts	\$972.68	2/4/2026	Grader Battery, Parts
Total Repair/Maint. Supplies & Parts:		\$972.68		
E 101-43100-307	Membership & Dues	\$25.00	2/4/2026	Streets Yearly Website Service
E 101-43100-307	Membership & Dues	\$5.00	2/4/2026	Streets Internet

E 101-43100-307 Membership & Dues	\$20.00	2/4/2026	Streets Yearly Email Service
Total Membership & Dues:		\$50.00	
E 101-43100-550 Motor Vehicles	\$506.43	2/4/2026	Bobcat Lease
Total Motor Vehicles:		\$506.43	
E 101-45183-307 Membership & Dues	\$3.75	2/4/2026	Campground Internet
E 101-45183-307 Membership & Dues	\$84.40	2/4/2026	Bobcat Lease
E 101-45183-307 Membership & Dues	\$298.42	2/4/2026	Campground Yearly Website Service
Total Membership & Dues:		\$386.57	
E 101-45200-141 Unemployment Insurance	\$31.35	1/28/2026	4th Qtr. Unemployment
Total Unemployment Insurance:		\$31.35	
E 101-45200-300 Professional Services	\$25.00	2/4/2026	Parks Yearly Website Service
Total Professional Services:		\$25.00	
E 101-45200-433 Dues and Subscriptions	\$84.41	2/4/2026	Bobcat Lease
Total Dues and Subscriptions:		\$84.41	
Total General Fund Expenses:		\$13,288.66	

Fund 601 WATER FUND

Water Fund Revenue

R 601-49400-36102 Penalties and Interest	\$105.72	2/3/2026	Late Fees
Total Penalties and Interest:		\$105.72	
R 601-49400-37100 Water Sales	\$2,824.40	2/3/2026	Water Sales
Total Water Sales:		\$2,824.40	
Total Water Fund Revenue:		\$2,930.12	

Water Fund Expenses

E 601-49400-141 Unemployment Insurance	\$75.24	1/28/2026	4th Qtr. Unemployment
Total Unemployment Insurance:		\$75.24	
E 601-49400-200 Office Supplies	\$17.02	2/4/2026	Office Supplies
Total Office Supplies:		\$17.02	
E 601-49400-220 Repair/Maint. Supplies & Parts	\$429.56	2/4/2026	City Garage Lights
Total Repair/Maint. Supplies & Parts:		\$429.56	
E 601-49400-300 Professional Services	\$30,171.00	2/4/2026	2025 Infrastructure Imp
Total Professional Services:		\$30,171.00	
E 601-49400-321 Telephone	\$56.13	2/4/2026	Telephone
Total Telephone:		\$56.13	
E 601-49400-324 Internet Service	\$374.94	2/4/2026	Water Yearly Website Service
E 601-49400-324 Internet Service	\$23.25	2/4/2026	Water Internet
E 601-49400-324 Internet Service	\$40.00	2/4/2026	Water Yearly Email Service
Total Internet Service:		\$438.19	
E 601-49400-433 Dues and Subscriptions	\$26.35	2/4/2026	Annual Fee
Total Dues and Subscriptions:		\$26.35	

E 601-49400-438 Bank Fees	\$44.98	1/29/2026	MONTHLY CONTRACT
E 601-49400-438 Bank Fees	\$12.50	2/2/2026	C/C Processing Fee
E 601-49400-438 Bank Fees	\$44.98	2/3/2026	C/C Processing Fee
Total Bank Fees:	\$102.46		
E 601-49400-550 Motor Vehicles	\$506.43	2/4/2026	Bobcat Lease
Total Motor Vehicles:	\$506.43		
Total Water Fund Expenses:	\$31,822.38		

Fund 602 SEWER FUND

Sewer Fund Revenue

R 602-49450-33130 CDBG	\$105,882.00	1/30/2026	CDBG Pay Reimbursement Lift Station
Total CDBG:	\$105,882.00		
R 602-49450-33400 State Grants and Aids	\$127,102.92	2/4/2026	Lift Station Grant Reimbursement
Total State Grants and Aids:	\$127,102.92		
R 602-49450-36102 Penalties and Interest	\$70.48	2/3/2026	Late Fees
Total Penalties and Interest:	\$70.48		
R 602-49450-37200 Sewer Sales	\$2,871.21	2/3/2026	Sewer Sales
Total Sewer Sales:	\$2,871.21		
Total Sewer Fund Revenue:	\$235,926.61		

Sewer Fund Expenses

E 602-49450-141 Unemployment Insurance	\$75.24	1/28/2026	4th Qtr. Unemployment
Total Unemployment Insurance:	\$75.24		
E 602-49450-200 Office Supplies	\$17.03	2/4/2026	Office Supplies
Total Office Supplies:	\$17.03		
E 602-49450-220 Repair/Maint. Supplies & Parts	\$459.57	2/4/2026	City Garage Lights
Total Repair/Maint. Supplies & Parts:	\$459.57		
E 602-49450-321 Telephone	\$56.12	2/4/2026	Telephone
Total Telephone:	\$56.12		
E 602-49450-324 Internet Service	\$23.25	2/4/2026	Sewer Internet
E 602-49450-324 Internet Service	\$374.94	2/4/2026	Waste Water Yearly Website Service
E 602-49450-324 Internet Service	\$40.00	2/4/2026	Waste Water Yearly Email Service
Total Internet Service:	\$438.19		
E 602-49450-433 Dues and Subscriptions	\$26.35	2/4/2026	Annual Fee
Total Dues and Subscriptions:	\$26.35		
E 602-49450-438 Bank Fees	\$44.97	1/29/2026	MONTHLY CONTRACT
E 602-49450-438 Bank Fees	\$12.50	2/2/2026	C/C Processing Fee
E 602-49450-438 Bank Fees	\$44.97	2/3/2026	Online Payment Fees
Total Bank Fees:	\$102.44		
E 602-49450-550 Motor Vehicles	\$506.43	2/4/2026	Bobcat Lease
Total Motor Vehicles:	\$506.43		



	E 602-49450-611 Debt Srv Bond Interest	\$2,348.71	2/4/2026	GO Note
	Total Deb Srv. Bond Interest:	\$2,348.71		
	Total Sewer Fund Expenses:	\$4,030.08		

- Fund 101 General Fund
- 41000 General Government
- 41110 City Council
- 41310 City Administration/Clerk
- 41940 Government Building
- 42110 Police Department
- 43100 Streets
- 45183 Campground
- 45200 Parks



Check Number	Check Date	Vendor	Account	Description	Amount	Total	Comment
3057 e	02/11/26	WEX BANK					
			E 601-49400-212	Motor Fuels, Lubricants & Adds	\$236.84		Water Fuel
			E 602-49450-212	Motor Fuels, Lubricants & Adds	\$236.84		Sewer Fuel
			E 101-42110-212	Motor Fuels, Lubricants & Adds	\$724.62		Police Fuel
			E 101-43100-212	Motor Fuels, Lubricants & Adds	\$236.84		Streets Fuel
			Total WEX Bank:			\$1,435.14	
3063 e	02/02/26	SIGNAPAY					
			E 601-49400-438	Bank Fees	\$12.50		C/C Processing Fee
			E 602-49450-438	Bank Fees	\$12.50		C/C Processing Fee
			Total Signapay:			\$25.00	
3076 e	02/03/26	PAYMENT SERVICES NETWORK					
			E 601-49400-438	Bank Fees	\$44.98		Online Payment Fees
			E 602-49450-438	Bank Fees	\$44.97		Online Payment Fees
			Total Payment Services Network:			\$89.95	
3077 e	02/02/26	Wells Fargo					
			E 602-49450-550	Motor Vehicles	\$506.43		Bobcat Lease
			E 601-49400-550	Motor Vehicles	\$506.43		Bobcat Lease
			E 101-43100-550	Motor Vehicles	\$506.43		Bobcat Lease
			E 101-45183-307	Membership & Dues	\$84.40		Bobcat Lease
			E 101-45200-433	Dues and Subscriptions	\$84.41		Bobcat Lease
			Total Wells Fargo:			\$1,688.10	
46149	02/04/26	MN PUBLIC FACILITIES AUTHORITY					
			E 602-49450-611	Debt Srv Bond Interest	\$2,348.71		GO Note
			Total MN Public Facilities Authority:			\$2,348.71	
46150	02/10/26	Andrew Jones					
			E 101-42110-239	Safety Supplies	\$1,795.00		Vest Reimb
			Total Andrew Jones:			\$1,795.00	
46151	02/10/26	Catalis Public Works					
			E 101-42110-326	Computer Services/Dues	\$175.00		PD Yearly Email Service
			E 101-41110-433	Dues and Subscriptions	\$105.00		City Council Yearly Email Service
			E 601-49400-324	Internet Service	\$40.00		Water Yearly Email Service
			E 602-49450-324	Internet Service	\$40.00		Waste Water Yearly Email Service
			E 101-41310-324	Internet Service	\$40.00		Admin Yearly Email Service
			E 101-43100-307	Membership & Dues	\$20.00		Streets Yearly Email Service
			E 601-49400-324	Internet Service	\$374.94		Water Yearly Website Service
			E 602-49450-324	Internet Service	\$374.94		Waste Water Yearly Website Service
			E 101-41000-433	Dues and Subscriptions	\$298.44		Government Yearly Website Service
			E 101-42110-324	Internet Service	\$298.42		Police Yearly Website Service

			E 101-41110-433	Dues and Subscriptions	\$298.42	City Council Yearly Website Service
			E 101-45183-307	Membership & Dues	\$298.42	Campground Yearly Website Service
			E 101-41310-324	Internet Service	\$298.42	Admin Yearly Website Service
			E 101-43100-307	Membership & Dues	\$25.00	Streets Yearly Website Service
			E 101-45200-300	Professional Services	\$25.00	Parks Yearly Website Service
Total Catalis Public Works:					\$2,712.00	
46152	02/10/26	Charles Mesia				
			E 101-42110-331	Travel Expenses	\$62.37	BCA Travel Expenses
Total Charles Mesia:					\$62.37	
46153	02/10/26	Chris Kelley				
			E 101-42110-239	Safety Supplies	\$1,358.14	Vest Reimb
Total Chris Kelley:					\$1,358.14	
46154	02/10/26	Cindy VanGuilder				
			E 101-41940-300	Professional Services	\$480.00	City Hall Cleaning January
Total Cindy VanGuilder:					\$480.00	
46155	02/10/26	Cintas				
			E 101-41940-300	Professional Services	\$25.32	City Hall Rug Service
Total Cintas:					\$25.32	
46156	02/10/26	Fryberger Law Firm				
			E 101-41110-300	Professional Services	\$180.00	General Municipal Matters
Total Fryberger Law Firm:					\$180.00	
46157	02/10/26	Gopher State One Call				
			E 601-49400-433	Dues and Subscriptions	\$26.35	Annual Fee
			E 602-49450-433	Dues and Subscriptions	\$26.35	Annual Fee
Total Gopher State One Call:					\$52.70	
46158	02/10/26	Larry's Service & Bait, Inc.				
			E 101-42110-305	Repair Services	\$103.47	Oil, Filter, Wipers
Total Larry's Service & Bait, Inc.:					\$103.47	
46159	02/10/26	MENARDS - HERMANTOWN				
			E 101-41940-220	Repair/Maint. Supplies & Parts	\$429.56	City Garage Lights
			E 601-49400-220	Repair/Maint. Supplies & Parts	\$429.56	City Garage Lights
			E 602-49450-220	Repair/Maint. Supplies & Parts	\$459.57	City Garage Lights
Total Menards - Hermantown:					\$1,318.69	
46160	02/10/26	MN TELECOMMUNICATIONS				
			E 101-45183-307	Membership & Dues	\$3.75	Campground Internet
			E 101-43100-307	Membership & Dues	\$5.00	Streets Internet
			E 601-49400-324	Internet Service	\$23.25	Water Internet
			E 602-49450-324	Internet Service	\$23.25	Sewer Internet
			E 101-41310-324	Internet Service	\$23.25	Admin Internet



		E 101-41110-433	Dues and Subscriptions	\$23.25	CC Internet
		E 101-42110-324	Internet Service	\$23.25	Police Internet
Total MN Telecommunications:				\$125.00	
46161	02/10/26	NORTHWOODS CREDIT UNION			
		E 101-43100-220	Repair/Maint. Supplies & Parts	\$972.68	Grader Battery, Parts
		E 101-42110-307	Membership & Dues	\$20.00	Camera Internet
		E 101-42110-208	Training and Instruction	\$375.00	Mesia BCA Training
		E 101-42110-210	Operating Supplies	\$92.31	Cameras
		E 101-41310-208	Training and Instruction	\$395.00	MCFOA Class
		E 101-41310-208	Training and Instruction	\$40.00	SLC Days
		E 101-41110-208	Training and Instruction	\$120.00	SLC Days
		E 101-41110-433	Dues and Subscriptions	\$56.12	Telephone
		E 101-41310-321	Telephone	\$56.13	Telephone
		E 101-42110-321	Telephone	\$56.13	Telephone
		E 602-49450-321	Telephone	\$56.12	Telephone
		E 601-49400-321	Telephone	\$56.13	Telephone
		E 101-41310-200	Office Supplies	\$17.03	Office Supplies
		E 602-49450-200	Office Supplies	\$17.03	Office Supplies
		E 601-49400-200	Office Supplies	\$17.02	Office Supplies
		E 101-42110-200	Office Supplies	\$17.02	Office Supplies
Total Northwood Credit Union:				\$2,363.72	
46162	02/10/26	Rural Pathways			
		E 101-41110-300	Professional Services	\$2,000.00	Tier 2 Cities Grant Application
Total Rural Pathways:				\$2,000.00	
46163	02/10/26	SHORT ELLIOTT HENDRICKSON INC.			
		E 601-49400-300	Professional Services	\$30,171.00	2025 Infrastructure Imp
Total Short Elliott Hendrickson, Inc.:				\$30,171.00	
46164	02/10/26	Streicher's			
		E 101-42110-239	Safety Supplies	\$1,525.00	Mesia Vest
Total Streicher's:				\$1,525.00	
Total Checks:				\$55,519.54	

Fund 101 General Government

- 41000 General Government
- 41110 City Council
- 41310 Administration
- 41940 Government Building



42110 Police Department
43100 Streets
45183 Campground
45200 Parks

Fund 601 Water Fund
Fund 602 Sewer Fund

Chief of Police report to the City Council

February 10, 2026

- Police schedules have been posted to the city shared folder as of February 1st.
- There has been an increase in nuisance calls in the past two weeks. Specifically, vehicle tampering and parties prowling residences. The late afternoon/evening squad will focus on directed patrol from 1st Ave West to 8th Ave W to the south of HWY 73.
- Squad camera upgrades are complete and we are hoping to have the download system for the squads operational by Mid-March.
- Traffic enforcement efforts will continue in the HWY 73 corridor from late morning to early evening. Traffic on HWY 73 has increased and speeding violations have seen an uptick.
- Police Policy/Procedure under review. Looking to having this wrapped NLT the March 1st.
- Calls to date (2026): 103

Respectfully Submitted

Christopher Kelley

Chief of Police

Public Works Report

February 9, 2026

- Scraping ice off roads with the grader.
- Burned the brush pile.
- Snow removal will be a continuing effort for the rest of the season.
- Cleaning up brush dump area, redoing the layout to include a designated wood cutting area, improved traffic flow and security.
- Still working on getting light pole on Main Street repaired. Problem is the lights are obsolete so finding parts is next to impossible
- Maintenance of snow equipment
- Lift station is running as it should be
- Working with electrical contractors to help with the wellhouse controls
- One new garage door installed
- I put up new lighting in one part of the shop
- Matt and I will be attending the MRWA conference From Mar 2nd to Mar 5th in saint cloud.

Respectfully Submitted,

Rick Gill, Public Works Director

Deputy Clerk Report to City Council

February 9, 2026, City Council Meeting

Grant & Funding Efforts

- Continued work on grant administration and compliance duties for multiple projects, including:
 - PFA Watermain Funding Grant Requirements – Jayson Newman and I have been working to obtain the required verifications and documentation necessary to begin drawing down grant funds.
 - Following up on electrical rebate opportunities for both the Lift Station and the garage light replacements.
 - MPCA Lift Station Funding compliance and paperwork.
 - Attended a virtual workshop on the Tier II Funding we received for the Habitat for Humanity Project – a grant contract should be following soon.

City Administration & Training

- Continued work with Shaun Hainey in the process of moving our website and email addresses to .gov
- I attended the Coffee with the Mayor on February 2, and scheduled the March Coffee with the Mayor to
- Reviewed zoning recommendations made by Northshore Development Company and have begun work to incorporate suggested changes to our zoning ordinance.
- Filed appropriate budget documents with the state.
- Completed quarterly payroll and sales tax reports.
- Verified Local Board of Appeals Meeting will take place April 22, from 3-4 p.m.
- Met with Northshore Development Company for a monthly meeting check regarding progress with housing initiatives.
- Housing and Feasibility Study kickoff meeting will take place on Tuesday February 17th.

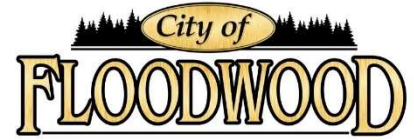
Respectfully submitted,

Cory Suonvieri - Deputy Clerk, MCMC



Community Activity Report

January 2026



Local Housing Trust Fund (LHTF)

- The current program guidelines require active repayment of funds borrowed
- Given the low-income target of the LHTF, I don't think that most of the eligible recipients can afford a loan payment, no matter how low

Recommendation: Distribute the funds as passive loans – they sit as a lien on the property that must be paid if the property is sold or refinanced but do not require active payments

- The cost of administration could also be added to the amount of the passive lien
Generally estimated to be ~\$700 / loan (\$46 filing fee, \$300 document drafting x2
(check with your attorney for actual pricing)

This still allows the fund to recapitalize and decreases barriers to accessibility

Safe Routes to Schools (SRTS)

- Meeting to discuss feedback on the draft recommendations is scheduled for February 24
- Draft recommendations attached

Website

- Completed .gov registration and migration

Office 365

- configured .gov domain for O365 email addresses
- updated users, emails, and assisted with licensing
- **Reduced the number of overall licenses needed** by using shared mailboxes (admin, depclerk, police, policechief, campground) which still have an email, but will no longer require a license.
- **Completed a full migration of email, contacts, and calendar** from POP3 (REALLY old clunky tech that doesn't sync between devices) to O365 which syncs email, contacts, and calendar across devices (up to 5 per user)

Minnesota Outdoor Recreation Grant – Due March 31

- Reviewing last year's materials, feedback, and preparing an application for 2026
- Planning to submit by review deadline of Feb 28 (allows them to send feedback and the ability to re-submit with edits before final deadline)

Business Development

- Applications for Promise Act grants for businesses impacted by COVID are open through February 20th.
- <https://northlandsbdc.org/promise-act/>

Grocery Store /

AGRI Food Retail Improvement and Development (FRIDG) Grant (March 10)

- Assisting grocery store owners with preparation of an application for a grant of up to \$75k with a 25% match; still developing project budget and determining eligible costs
- Awaiting preliminary paperwork from applicant

MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2026 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and _____ (“Land Owner”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, Land Owner and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – Land Owner Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). Customer now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the Customer’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

4. Exclusive License. Land Owner hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that Land Owner’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, Land Owner agrees that Operator shall be the only paddlesport rental operator with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if Land Owner no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, Land Owner will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership. Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within forty-five (45) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party’s liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that Land Owner shall not be responsible or liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the Land Owner harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against Land Owner arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of Land Owner and any limitation of Land Owner's liability shall to the same extent apply to Land Owner's officers, employees, agents, and contractors. Operator shall indemnify and hold Land Owner harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the Land Owner as an additional insured, and shall provide that the policy cannot be cancelled without at least ten (10) days written notice to the Land Owner. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the Land Owner. Operator shall provide the Land Owner with proof of such insurance coverage prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the Land Owner.

9. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity. Subject to the prior written approval of the Land Owner, Operator may release a press release announcing the parties' relationship hereunder, and may use Land Owner's name, logos, trademarks and service marks to (i) create marketing and advertising materials for Land Owner to use to promote the Rental Station Services, and (ii) place Land Owner on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
120 West Main Street,
Suite 300 Northville, MI 48167
Attn: Ansgar Strother
ansgar@movatic.co

If to Land Owner:

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer-generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Minnesota (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and Land Owner, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of Land Owner under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without Land Owner's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Minnesota. Each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR: Rent.Fun, LLC

By: _____

Name: _____

Title: _____

LAND OWNER: _____

By: _____

Name: _____

Title: _____

Schedule A

Rental Station Services and Obligations

A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:

- **Eight (8)** –sit-on-top kayaks and / or stand-up paddleboards, with associated paddles and lifejackets.
- When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.

B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for Land Owner’s approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.

C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.

D. MARKETING: Operator shall develop and deliver to Land Owner a custom website designed to market the Rental Station Services prior to launch, at no cost to Land Owner.

E. MAINTENANCE: Operator’s maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.

Schedule B

Term & Premises

1. Term: The Term shall commence on the Effective Date and shall continue for a period of 5 years after the date on which the services are made available to the public, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”).
2. Payment Processor. Operator shall collect fees from end users of the Rental Station Services through third-party payment processing agents selected by Operator from time to time (each, a "**Payment Processor**")
3. Rental Fees; Rental Fee Revenue Share. Consumers shall pay Operator a Rental Fee for the right to use the Rental Station. Operator has the right to set the Rental Fee within commercially reasonable standards and reserves the right to adjust the Rental Fee from time to time with 30 days written notice to Land Owner. Land Owner shall receive 30% of the gross Rental Fees for kayaks and 10% for the Pickleball kiosk, less the direct cost of non-standard repairs and fees received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repair. Non-standard repairs shall include, but are not limited to:
 - (a) moving the locker to a new location, on written request of City.
 - (b) damage to the locker or equipment therein due to theft, vandalism, natural disasters or negligence of the City.
4. Revenue Share Payment. Revenue share payments and Membership shall be paid by Operator to Land Owner on an annual basis by check, mailed to an address as designated by the Land Owner. Operator shall include a report of every transaction that resulted in Land Owner’s revenue share payment. Operator shall make the revenue share payment to Land Owner for preceding calendar year by March 1 of the following year. All revenue share payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law.

Schedule C

Land Owner Obligations

1. EQUIPMENT. Land Owner will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. Land Owner, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. Land Owner agrees to link to the program website from the Land Owner's web properties and social media accounts within 60 days of the date that program website is delivered to Land Owner.
3. COMPENSATION.
 - One-Time Activation Fee: **\$35,000** (50/50 payment plan - No revenue share to the city until that is paid in full. Once paid in full – Floodwood will receive 30% of gross rental fees)
4. PAYMENT. Operator shall send an invoice following the execution of this Agreement with payment terms of net 30 days for the initial 50% of the Activation Fee. 50% of Activation fee (\$17,500) is due net 30 days. The remaining 50% Activation Fee (\$17,500) will be due February 15, 2027. All payments shall be made without deduction for withholding taxes. Late payments shall be subject to fees at the rate of 1.5% per month or, if lower, the maximum rate allowed by law. Such fees shall be deducted from the first Annual Revenue Share Payment sent to Land Owner under Schedule B, Section C.

LABOR AGREEMENT

between

THE CITY OF FLOODWOOD, MINNESOTA

and

LOCAL UNION NO. 1691 Chapter 5

PATROL OFFICERS UNIT

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 65, AFL-CIO

JANUARY 1, 2026 - DECEMBER 31, 2028

TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION	3
ARTICLE II	RIGHTS OF MANAGEMENT	3
ARTICLE III	UNION SECURITY	3
ARTICLE IV	HOURS OF WORK	4
ARTICLE V	LUNCH BREAKS	5
ARTICLE VI	HOLIDAY PROVISIONS	5
ARTICLE VII	VACATIONS	5
ARTICLE VIII	PERSONAL LEAVE	6
ARTICLE IX	SICK LEAVE	6
ARTICLE X	FUNERALS	7
ARTICLE XI	SENIORITY	7
ARTICLE XII	LEAVES OF ABSENCE	8
ARTICLE XIII	DISABILITY LEAVE	8
ARTICLE XIV	SEVERANCE PAY	8
ARTICLE XV	DISMISSALS, DISCHARGES, DEMOTIONS, SUSPENSIONS AND PERMANENT TRANSFERS	9
ARTICLE XVI	GRIEVANCE PROCEDURE	9
ARTICLE XVII	WAGES	11
ARTICLE XVIII	GENERAL PROVISIONS	11
ARTICLE XIX	BULLETIN BOARDS	11
ARTICLE XX	SAFETY EQUIPMENT	11
ARTICLE XXI	JURY DUTY	12
ARTICLE XXII	VETERANS PREFERENCE	12
ARTICLE XXIII	HEALTH AND WELFARE PLAN	12
ARTICLE XXIV	LIFE INSURANCE	13
ARTICLE XXV	UNIFORM MAINTENANCE AND REPLACEMENT	13
ARTICLE XXVI	P.O.S.T. BOARD TRAINING	13
ARTICLE XX VII	EXAMINATIONS	14
ARTICLE XVIII	DURATION OF AGREEMENT	14
APPENDIX "A"	SALARY SCHEDULE	15

ARTICLE I
RECOGNITION

Section A.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, the EMPLOYER recognizes that AFSCME Council 65, AFL-CIO, is the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work, benefits, and other terms and conditions of employment for, "All essential employees of the City of Floodwood, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding all other employees.

Section B.

The EMPLOYER shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the UNION as the sole and exclusive representative for said employees.

ARTICLE II
RIGHTS OF MANAGEMENT

Section A.

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all its various aspects, including but not limited to the right to select and hire all personnel.

It shall, however, be recognized that the head of the department, which shall be the Chief of Police, shall determine the methods, means, organization and number of personnel by which the operation of the department depends.

The Chief shall also assign and transfer employees, schedule working hours and to assign overtime, to determine whether goods or services should be made or purchased, to promote, demote, suspend, discipline employees for legitimate reasons, to make and enforce reasonable rules and regulations, to change or eliminate existing methods, equipment, or facilities, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III
UNION SECURITY

Section A.

The Employer shall deduct Union dues from the earnings of those employees who authorize such deductions in writing. The Employer shall also, at the written request of the Union, deduct a fair share fee as provided by MN. Statutes 179.65A, Subd. 2, from the wages due any member of the bargaining unit that elects not to be a member of the Union. Such monies shall be remitted as directed by the Union. Withheld amounts shall be forwarded to the designated Union officer, together with a record of the amount and a list of the names of the employees from whose wage's deductions were made. In addition, the Employer shall deduct any Union approved and employee authorized deduction and forward such to the appropriate Union office.

Section B.

The Union may designate not more than one (1) employee from the bargaining unit to act as a Steward. The Union shall inform the Employer in writing of the employee designated and of any changes in such designation.

The Employer shall make space available on the employee bulletin board for the posting of official Union notices and

announcements.

The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, coercion, interference, or discrimination against any Steward because of performance of such duties.

The Employer agrees that on the Employer's premises and without loss of pay, the Union Steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the Employer, its representative Union officers or the Union representative concerning enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties. The Union shall not take the employee away from the performance of their regular duties without prior authorization of the Employer.

Processing of Union issues shall not interfere with the duties of the City. Employees shall be afforded reasonable time for the purpose of handling grievance resolution or processing without loss of pay, either at regular or special Council meetings. No employee shall be paid for attendance at a contract negotiation session; however, any employee may access vacation, comp time, personal leave, or take no pay for those periods of time.

ARTICLE IV HOURS OF WORK

Section A.

The basic work week shall consist of forty (40) hours per week, or 80 hours per pay period or 2,080 hours per year. For purposes of calculating the basic work week, sick leave, vacation, holiday, and compensatory time shall be considered time worked.

Any work required in excess of forty (40) hours per week shall be compensated at time and one-half (1-1/2) in compensatory time.

For purposes of the calculation of overtime and comp time, sick time, holiday pay, vacation time and comp time shall not count toward the forty (40) hours per week.

Employees who are not scheduled to work on a holiday shall not have their normal shifts altered during the week to avoid paying overtime.

Section B. Special Events

Any extra events will be based on call out at minimum of time and one-half (1-1/2). This would only apply after a regular shift or call out on days off to work a special event. Special events shall be determined by the City Council and notice given to the Police Department.

Section C. Call Outs

An employee reporting for work on a call out after their regular shift or on their day off or reporting on a regular workday for which they are not assigned work shall receive a minimum of two (2) hours of pay at time and one half, and any additional time worked shall be paid at overtime rates. Court time will be paid as "call out" pay.

Section D. On Call

Employees shall be paid \$5.00 per hour for all hours scheduled to be on call for the Employer, not including any hours when called out.

Section E.

If an employee is temporarily assigned to a higher classification at the beginning of a shift, he shall receive the higher rate of pay during the entire shift even though he is reassigned to his lower classification at some point during the shift. However,

if an employee is assigned to his shift and at some point, during said shift is temporarily assigned to a higher classification, he shall be paid the higher rate only for those hours worked in the higher classification. When an employee is temporarily assigned to a lower classification, he shall continue to receive his regular rate of pay.

ARTICLE V
LUNCH BREAKS

The lunch periods in the department shall be established as part of the regular shift at the discretion of the department head.

ARTICLE VI
HOLIDAY PROVISIONS

Section A.

Employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day (Indigenous Peoples Day)
Martin Luther King Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
½ day before Christmas Day	Juneteenth
½ day before New Year's Day	Floating Holiday

Section B.

Employees who are required to work on any of the listed holidays shall be compensated by straight pay for the holiday, plus time and one-half (1-1/2) for all hours worked. Employees shall have the option of receiving pay or compensatory time off at the appropriate rate.

Employees scheduled, but actually perform no work, shall receive their regular pay for the listed holidays.

ARTICLE VII
VACATIONS

Section A.

All full-time employees shall receive the following annual vacations with pay, after the completion of the following years of service:

All full-time employees shall accrue vacation time hourly in accordance with Section A and be credited their earned vacation time at the end of the pay period in which it was earned. Employees may not use vacation time prior to being credited their hours at the end of each pay period. Employees shall be allowed to carry over a maximum of 80 hours of vacation beyond December 31.

Years of Service

0-2	2.308 hours per pay period	60 hours annually
-----	----------------------------	-------------------

3-9	4.616 hours per pay period	120 hours annually
10-14	6.154 hours per pay period	160 hours annually
15+	7.693 hours per pay period	200 hours annually

Section B.

Employees shall be paid prior to their vacation time if they provide a fourteen (14) day advance notice of their desire to be paid.

Section C.

Employees shall be allowed to carry over up to 80 hours of vacation from year to year.

ARTICLE VIII
PERSONAL DAYS

Section A.

Each employee shall earn four (4) personal days per year. These days to be taken at any time during the year. The employee shall, however, provide a forty-eight (48) hour notice for personal days taken. Personal days cannot be accumulated.

ARTICLE IX
SICK LEAVE

Section A.

Upon completion of their probationary period, all full-time employees shall earn sick leave, which accrues at the rate of one (1) day per month, retroactive to the first day of employment. The maximum accumulation of sick leave shall be one hundred twenty (120) days.

All full-time employees shall earn sick leave at the rate of 3.693 hours per pay period and be credited their earned sick leave at the end of the pay period in which it was earned. Employees may not use sick time prior to being credited their hours at the end of each pay period.

Section B.

An employee shall continue to earn sick leave credit when he is out of work due to a compensable injury under the Worker's Compensation Act, provided that such injury occurs during his employment with the City of Floodwood. An employee on sick leave without pay at his own request shall not earn sick leave credit during his leave without pay.

Section C.

An employee may use his accumulated sick leave in the case where serious illness in his family (spouse, children, parents or siblings) require his care and attendance, provided that a doctor's certificate indicating a dire need for the employee's presence at home is presented at the time the request is made.

Section D.

Sick leave absence will require a doctor's certificate the third (3rd) day of the employee's absence.

Section E.

As of July 1, 1982, an employee shall earn one-half (1/2) day of sick leave per month to go into a catastrophic illness bank.

These days shall begin to accumulate on the first day of employment and shall cease to accumulate upon the retirement or termination of each employee.

Sick days must be used from the catastrophic illness bank by an employee if he runs out of his own accumulated sick days.

Section F.

An employee who has been excused from their normal work shift for reasons covered by this Article shall also be excused from on call.

ARTICLE X
FUNERALS

Section A.

An employee shall be allowed up to three (3) days absence for funeral leave. The days used shall be deducted from the employee's accumulated sick leave. Funeral leave shall be allowed an employee in the event of the death of a member of the employee's immediate family, namely: husband, wife, children, father or mother-in-law, parents, grandparents, siblings, son or daughter-in-law, stepbrother, or stepsister.

In the event travel is required to a point outside a 200-mile radius of the City of Floodwood, an additional period not exceeding two (2) days from the date of funeral will be allowed for travel, if needed, with the City's approval.

ARTICLE XI
SENIORITY

Section A.

All new employees shall be on probation for a period of one (1) year after which they shall be entitled to seniority from their first day of employment. The standing is to be determined based on the total length of continuous employment for the City of Floodwood. Employees will be compensated at 90% of the regular wages for the first six (6) months of full-time employment and 100% thereafter.

Part-time employees who work less than an average of 20 hours per week shall serve a probationary period equivalent to 1040 hours or 18 months, whichever is less.

Section B.

An employee shall lose his seniority standing upon voluntary resignation from employment with the City of Floodwood.

Section C.

In the reduction of staff in any classification of work, a senior employee shall be given preference over a junior employee, provided qualifications are met.

Section D.

In the rehiring of their employees, the senior employee shall be given preference over the junior employee. The Chief will notify the employee at his last known address. The employee must signify his desire to be rehired within ten (10) days after receipt of his notice by registered letter.

Section E.

In the case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

Section F.

The Chief shall, as soon as practicable, post the seniority list. A period of thirty (30) days from the date of such posting will be allowed an employee to appeal his listing. Thereafter, the Chief shall post a new and revised seniority list at the first of each year.

Section G.

When a vacancy occurs on any job, the Chief shall post a notice of such vacancy on the employees' bulletin board, and the employees shall be given seven (7) days' time in which to make application to fill said vacancy. Newly created positions shall be posted in the same manner. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. An employee so transferred shall be on probation in the new position for a period of ninety (90) calendar days, during which time he may elect to return to his previous position. Upon a determination by the Chief during the probationary period that the employee does not qualify, he shall not be relieved until review by a meeting with the Chief.

ARTICLE XII
LEAVES OF ABSENCE

Section A.

A non-medical leave of absence not to exceed three (3) months may be granted by the Council one time per an employee's career with the City, for other than a medical leave of absence, upon written request of the employee.

The non-medical leave of absence may be further extended for an additional three (3) months, but in no event for any longer period by agreement of the Council. An employee shall continue to accrue seniority when a leave of absence is granted.

Section B.

The vacation and sick leave, or other paid time off provided for in this Agreement may be utilized as a supplemental benefit by employees who qualify for the Minnesota Paid Family Medical Leave program under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided, plus the use of accrued or otherwise earned leave, shall not exceed 100% of the regular wage or salary of the employee. Employees may not be required to first exhaust accumulated sick, vacation or other forms of paid time off before or while utilizing the Minnesota Paid Family Medical Leave under Minnesota Statute Chapter 268B. An employee may, at their discretion, utilize sick, vacation, or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits. Effective January 1, 2026, the employer agrees to pay 50% of the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B. 14.

ARTICLE XIII
DISABILITY LEAVE

Section A.

An employee who is absent due to illness after his sick leave and accrued vacation and comp time have been exhausted, shall be granted a disability leave of absence for a period not to exceed twelve (12) weeks. Additional leave not to exceed one (1) year may be granted by the City Council upon request of the employee. An employee on disability leave may continue to acquire seniority during the period of such leave. The employee shall be required to furnish the chief of police with a doctor's certificate as to his inability to return to work at the commencement of twelve weeks and each three (3) months during the period of disability leave.

ARTICLE XIV
SEVERANCE PAY

Section A.

Employees shall receive a lump sum payment upon termination of employment with the Employer based upon one-fourth (1/4) of unused accumulated sick leave after ten (10) years of service, and one-half (1/2) of unused accumulated sick leave

after twenty (20) years of service. Catastrophic sick bank is not included for severance purposes.

ARTICLE XV
DISMISSALS, DISCHARGES, DEMOTIONS, SUSPENSIONS
AND PERMANENT TRANSFERS

Section A.

Dismissals, discharges, demotions, suspensions, or permanent transfers to a lower classification shall be made only for just cause, to be determined by the Chief, after approval of the City Council.

Section B.

Just cause for discipline shall include, but shall not be limited to without limitation, the following: Abuse of drugs or alcohol, malingering on the job, insubordination in performance of his work, willful negligence, breach of safety and work rules, persistent tardiness, absent without permission or notice, failure to follow a written or oral directive, and violation of the terms of this Agreement. This shall apply to all supervisory personnel covered under this Contract.

Section C.

An employee may be disciplined upon a finding of just cause in the following manner:

FIRST OFFENSE	Verbal Warning
SECOND OFFENSE	Written Warning
THIRD OFFENSE	Suspension of up to but no more than three (3) days (without pay)
FOURTH OFFENSE	Termination

All disciplinary letters and reports will be destroyed after one (1) year in front of the employee.

If in any case the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days without pay. The employee and their Union Steward will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section A.

A. For the purpose of this Agreement, the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement or any term or condition of employment.

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

C. The Employer and the Union agree that the investigation and processing of grievances shall be accomplished

during the normal workday without a reduction in wages or loss of leave time to the aggrieved or the Union personnel in charge consistent with employee duties and responsibilities.

Section B. Procedure.

Grievances, as defined in Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union representative within ten (10) calendar days shall be considered waived.

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

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

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section C. Arbitrator's Authority.

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

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

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

Section D. Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not

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

ARTICLE XVII
WAGES

Section A Salary Schedule

The wage and salary schedule agreed to shall be incorporated into this Agreement as "Appendix A"

Effective 1/1/2026 the general wage increase shall be \$2/hr added to the base rate of pay.

Effective 1/1/2027 the general wage increase shall be 3% added to the base rate of pay.

Effective 1/1/2028 the general wage increase shall be 3% added to the base rate of pay.

Section B Pay Periods

Each employee of the Floodwood Police Department shall be paid every two (2) weeks.

Section C Patrolman/Canine Officer:

In addition to the base salary, the Canine Officer shall receive \$.50 per hour for all normal hours of work and all call-out hours of work.

ARTICLE XVIII
GENERAL PROVISIONS

Section A.

All matters not covered by this Agreement and otherwise subject to negotiation by law shall be settled by negotiations between the City of Floodwood and AFSCME Council 65, AFL-CIO Local 1691 Chapter 4.

Section B. Insurance Committee

The City and Local 1691 will form a committee and be chaired by both Union and City. The goal of this committee is to reduce premium costs by identifying insurance plans with better cost control features and education in the efficient use of health insurance.

Section C. Cell Phone Reimbursement

All city employees who are required to be available to the city after hours will receive a reimbursement for personal cell phones. The City shall furnish a phone and service plan OR the reimbursement shall increase to \$40.00/month for patrol officers required to use their personal phone for City use.

ARTICLE XIX
BULLETIN BOARDS

AFSCME Local Union No. 1691 shall be permitted the use of bulletin boards for posting of matters of interest to its members.

ARTICLE XX
SAFETY EQUIPMENT

All items required by O.S.H.A. or by virtue of foul weather as are necessary to the performance of an employee's duties shall be so provided by the City of Floodwood.

ARTICLE XXI
JURY DUTY

Section A.

When a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts and has been absent from work because of such duty, said employee shall be paid the difference between the employee's jury duty compensation and the employee's regular compensation.

Section B.

The employee must give his department supervisor notice of his forthcoming jury service as soon as he is notified.

ARTICLE XXII
VETERANS PREFERENCE

Nothing herein shall affect the Veterans Preference Laws and Rights of the employees thereunder.

ARTICLE XXIII
HEALTH AND WELFARE PLAN

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage after 30 days from the date of employment:

The current health plan is the Minnesota Public Insurance Program (PEIP) Advantage Health Plan HSA Option.

Section A Health Insurance Premiums.

1. The City shall pay 90% of the single premium for any employee who works 32 hours per week or more. The employee shall pay the remaining 10% from payroll deduction. For employees hired prior to 1/1/2012, the City shall pay 100% of the single premium.

2. For any employee who is scheduled less than 32 hours per week, but more than 20 hours per week, the City contribution will be prorated based on a forty (40) hour work week.

Example: Employee is scheduled 30 hours. City would pay 75% of premium, employee 25%. Employee is scheduled 20 hours per week, City pays 50% of premium, employee pays 50%.

3. For family coverage, in addition to paying 90% of the single premium the city shall pay 60% of the difference in the monthly premium cost between the single and family premiums. The employee shall pay 40% of the difference.

Example: The single premium is \$500.00. The City pays \$450.00 and the employee \$50.00. The family premium is \$1,000.00. The City pays \$450.00 plus \$300.00 (60% of the \$500.00 increase) = \$750.00. The employee pays \$250.00 (\$50.00 plus 40% of the increase \$200.00) for family coverage premium.

Section B Health Savings or Flex Spending Contributions.

The Employer will make a monthly deposit of \$166.67 (\$2,000.00 annually) into the Health Savings Accounts (HSA) of all full-time employees enrolled in the City health plan.

The Employer will make a monthly deposit of \$166.67 (\$2,000.00 annually) into the Flexible Spending Accounts (Flex) of all full-time employees not enrolled in the City health plan.

An employee may make a hardship request in writing to the City Council Personnel Committee requesting the remaining quarterly payments to the HSA or Flex Spending accounts be deposited earlier for good cause. While consideration shall be given to any such request, the request may be denied.

Section C Open Enrollment.

Eligible employees shall have the option to change their option in Section 1 each year during open enrollment period or in the event of a life changing event as allowed by the insurance carrier and the contributions shall be as per Section 1. *If the employee's status (single to family or family to single) in mid-year the contribution will reflect the change.*

Section D Continuation of Coverage.

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

Section E Life Insurance.

The City shall provide a maximum of \$20.00-per month toward the purchase of a life insurance policy for each full-time employee.

ARTICLE XXIV
LIFE INSURANCE

The City of Floodwood shall provide the following life insurance for the Floodwood Police Department.

Group term life insurance for active employees to age sixty-five (65). The amount of the life insurance will be \$50,000. This is for each officer working as an employee of the City of Floodwood. The policy should be billed directly to the City.

ARTICLE XXV
UNIFORM MAINTENANCE AND REPLACEMENT

All new hires completing probation shall be eligible for up to seven hundred dollars (\$700.00) in reimbursement towards the initial uniform/ equipment costs at time of hire. In addition, employees shall receive fifty dollars (\$50.00) per month for replacement, cleaning, or repair of uniforms. New uniforms required due to change in design initiated by the Employer shall be furnished by the Employer to the employee.

ARTICLE XXVI
P.O.S.T. BOARD TRAINING

Section 1.

The City of Floodwood shall pay for POST license fee as required and shall be paid for sixteen (16) hours of P.O.S.T. required training per year at the straight time hourly rate of pay.

Section 2.

If a situation does arise where an officer cannot attend a scheduled class, arrangements should be made with the

Chief in advance, if possible.

ARTICLE XX VII
EXAMINATIONS

The City of Floodwood may require an employee to have any eye examination at the expense of the City of Floodwood. Any other physical examination required by the City of Floodwood will be paid for by the City of Floodwood.

ARTICLE XX VIII
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2026, through December 31, 2028, and shall continue in full force and effect from year to year thereafter unless the City of Floodwood or Local 1691 AFSCME Council 65 shall give a ninety (90) day notice prior to the termination date of a desire to amend said rules and regulations.

CITY OF FLOODWOOD
CITY COUNCIL

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 65, LOCAL 1691

Mayor

Patrol Steward

City Clerk

Staff Representative

Date: _____

APPENDIX "A"
SALARY SCHEDULE
1/1/2026-12/31/2028

<u>PATROLMAN</u>		<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
Start-	90%	\$28.61	\$29.47	\$30.35
6 months	100%	\$31.57	\$32.52	\$33.49

LABOR AGREEMENT

between

THE CITY OF FLOODWOOD, MINNESOTA

and

LOCAL UNION NO. 1691 Chapter 4

GENERAL UNIT

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 65, AFL-CIO**

JANUARY 1, 2026 TO DECEMBER 31, 2028

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	3
ARTICLE II	3
ARTICLE III	3
ARTICLE IV	3
ARTICLE V	4
ARTICLE VI	4
ARTICLE VII	5
ARTICLE VIII	5
ARTICLE IX	5
ARTICLE X	6
ARTICLE XI	6
ARTICLE XII	7
ARTICLE XIII	7
ARTICLE XIV	7
ARTICLE XV	8
ARTICLE XVI	9
ARTICLE XVII	9
ARTICLE XVIII	9
ARTICLE XIX	9
ARTICLE XX	9
ARTICLE XXI	10
ARTICLE XXII	10
ARTICLE XXIII	11
ARTICLE XXIV	11
ARTICLE XXV	12
APPENDIX A	13

ARTICLE I
RECOGNITION

Section A.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, the EMPLOYER recognizes that AFSCME Council 65, AFL-CIO, is the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work, benefits, and other terms and conditions of employment for, "All employees of the City of Floodwood, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and essential employees".

Section B.

The EMPLOYER shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the UNION as the sole and exclusive representative for said employees.

ARTICLE II
RIGHTS OF MANAGEMENT

The representative recognizes that, except as specifically stated herein, the City is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and director of number of personnel, including the hiring of casual employees deemed necessary to the operation of City business.

ARTICLE III
HOURS OF WORK

Section A.

The basic work week will consist of forty (40) hours per week, for full-time employees.

Any work required in-excess of forty (40) hours per week shall be compensated at time and one-half compensatory time or time and one-half pay, whichever is requested by the employee. An employee shall be entitled to his basic work week. Compensatory time, sick leave and holiday time shall be considered as being physically on the job in the computation of the basic work week.

Section B.

An employee reporting for work on a call-out after his or her regular shift or on his/her day off or reporting for work on a call-out on a regular workday for which he is not scheduled to work shall receive a minimum of two (2) hours pay at regular rates.

ARTICLE IV
UNION SECURITY

Section A.

The Employer shall deduct Union dues from the earnings of those employees who authorize such deductions in writing. The Employer shall also, at the written request of the Union, deduct a fair share fee as provided by MN. Statute 179.65A, Subd. 2, from the wages due any member of the bargaining unit that elects not to be a member of the Union. Such monies shall be remitted as directed by the Union. Withheld amounts shall be forwarded to the designated Union officer, together with a record of the amount and a list of the names of the employees from whose wage's deductions were made. In addition, the Employer shall deduct any Union approved and employee authorized deduction and forward such to the appropriate union office.

Section B.

The Union may designate not more than one (1) employee from the bargaining unit to act as a Steward. The Union shall inform the Employer in writing of the employee designated and of any changes in such designation.

The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against any Steward because of performance of such duties.

The Employer agrees that on the Employer's premises and without loss of pay, the Union Steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the Employer, its representative Union officers or the Union representative concerning enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties. The Union shall not take the employee away from the performance of their regular duties without prior authorization of the Employer.

Processing of Union issues shall not interfere with the duties of the City. Employees shall be afforded reasonable time for the purpose of handling grievance resolution or processing without loss of pay, either at regular or special Council meetings. No employee shall be paid for attendance at a contract negotiation session; however, any employee may access vacation, comp time, personal leave, or take no pay for those periods of time.

ARTICLE V
LUNCH BREAKS

Section A.

The lunch break for all City employees shall be established as part of their regular shift.

Section B.

All departments will receive a one-half hour lunch break without pay.

Section C.

All departments shall have two (2) fifteen (15) minute paid breaks during an eight (8) hour shift.

ARTICLE VI
HOLIDAYS

Section A.

All full-time employees shall receive the following paid holidays, if eligible:

NEW YEAR' S DAY	MEMORIAL DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY (INDIGENOUS PEOPLES DAY)
PRESIDENTS DAY	LABOR DAY
FOURTH OF JULY	CHRISTMAS DAY
THANKSGIVING DAY	1/2 DAY BEFORE CHRISTMAS DAY
VETERANS DAY	1/2 DAY BEFORE NEW YEAR'S DAY
JUNETEENTH	Floating Holiday

Section B.

Employees who are required to work on any listed holiday shall be compensated at the rate of straight pay for the holiday, plus one and one-half (1-1/2) for any hours of work required on these holidays.

Section C.

All permanent part-time employees shall receive the following paid holidays on a pro-rata basis: President's Day,

Memorial Day, Juneteenth Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day (if Christmas Day falls on a weekday), and New Year's Day, Floating Holiday.

ARTICLE VII
VACATIONS

Section A.

All full-time employees shall receive the following annual vacations with pay, after the completion of the following years of service:

All full-time employees shall accrue vacation time hourly in accordance with Section A and be credited their earned vacation time at the end of the pay period in which it was earned. Employees may not use vacation time prior to being credited their hours at the end of each pay period. Employees shall be allowed to carry over a maximum of 80 hours of vacation beyond December 31.

Years of Service

0-2	2.308 hours per pay period	60 hours annually
3-9	4.616 hours per pay period	120 hours annually
10-14	6.154 hours per pay period	160 hours annually
15+	7.693 hours per pay period	200 hours annually

*One time exception: Kay Farrell will accrue vacation for the years of service 10-14 at 6.731 hours per pay period for a total of 175 hours annually.

Section B.

Vacations shall be scheduled by the respective department heads, giving priority to senior employees. The City Mayor shall be notified of department head vacations.

Section C.

Employees shall be paid prior to their vacation time if they provide a fourteen (14) day advance notice of their desire to be paid.

Section D.

Employees shall be allowed to carry over up to 80 hours of vacation from year to year.

ARTICLE VIII
PERSONAL LEAVE DAYS

Section A.

Each full-time employee shall earn **four (4)** personal leave days per year. Personal leave days cannot be accumulated.

ARTICLE IX
SICK LEAVE

Section A.

Upon completion of their probationary period, all full-time employees shall earn sick leave at the rate of one day per month, retroactive to the first day of employment. The maximum accumulation shall be 100 days. Part-time employees shall receive 12 hours per year.

All full-time employees shall earn sick leave at the rate of 3.693 hours per pay period and be credited their earned sick leave at the end of the pay period in which it was earned. Employees may not use sick time prior to being credited their hours at the end of each pay period. The maximum accumulation shall be 100 days. Part-time employees shall receive 12 hours per

year.

Section B.

An employee shall continue to earn sick leave credit when he is out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during his employment with the City. An employee on sick leave without pay at his own request shall not earn sick leave credit during his leave without pay.

Section C.

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

Section D.

Employees shall receive a lump sum payment upon termination of employment with the City, based upon one-fourth (1/4) of unused accumulated sick leave after ten (10) years of service, and one-half (1/2) of unused accumulated sick leave after twenty (20) years of service.

ARTICLE X
FUNERALS

Section A.

An employee shall be allowed up to three (3) days for funeral leave. The days used shall be deducted from the employee's accumulated sick leave. Funeral leave shall be granted when death occurs in the employee's immediate family. The immediate family shall be defined as the spouse, children, parents, grandparents, grandchildren, siblings, son or daughter-in-law, stepbrother or stepsister of either the employee or the employee's spouse. In the event travel is required to a point outside a 200-mile radius of the City of Floodwood, an additional period not to exceed two (2) days will be allowed for travel, if needed, with the City's approval.

ARTICLE XI
SENIORITY

Section A.

All new employees shall be on probation for a period of six months (180 days), at the end of which period they shall be entitled to seniority from their first day of employment. The standing is to be determined based on the total length of continuous service in one department for the City of Floodwood. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the City Council.

Section B.

An employee shall lose his seniority standing upon voluntary resignation from employment with the City of Floodwood.

Section C.

In the reduction of staff in any classification of work, a senior employee shall be given preference of work over a junior employee, provided qualifications are met.

Section D.

All laid off employees shall be rehired before any job is posted to outside the bargaining unit. In the rehiring of their employees, the senior employee shall be given preference over the junior employee. The City will notify the employee at his last known address. The employee must signify his desire to be rehired within ten (10) days after receipt of his notice by registered letter.

Section E.

In the case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

ARTICLE XII
LEAVE OF ABSENCE

Section A.

A nonmedical leave of absence not to exceed three (3) months may be granted by the Council upon written request of the employee. An employee shall continue to accrue seniority when a leave of absence is granted.

Section B.

The vacation and sick leave, or other paid time off provided for in this Agreement may be utilized as a supplemental benefit by employees who qualify for the Minnesota Paid Family Medical Leave program under Minnesota Statute Chapter 268B. The total amount of family or medical leave benefits provided, plus the use of accrued or otherwise earned leave, shall not exceed 100% of the regular wage or salary of the employee. Employees may not be required to first exhaust accumulated sick, vacation or other forms of paid time off before or while utilizing the Minnesota Paid Family Medical Leave under Minnesota Statute Chapter 268B. An employee may, at their discretion, utilize sick, vacation, or other forms of paid time off or disability insurance program benefits in lieu of Paid Family Medical Leave program benefits. Effective January 1, 2026, the employer agrees to pay 50% of the Minnesota Paid Family Medical Leave premiums assessed pursuant to Minnesota Statute Section 268B. 14.

ARTICLE XIII
DISABILITY LEAVE

An employee who is absent due to illness after his sick leave and accrued vacation and comp time have been exhausted, shall be granted a disability leave of absence for a period not to exceed twelve (12) weeks. Additional leave not to exceed one (1) year may be granted by the City Council upon written request of the employee. An employee on disability leave shall continue to acquire seniority during the period of such leave. The employee shall be required to furnish the Mayor with a doctor's certificate as to his inability to return to work at the commencement of twelve weeks and each three (3) months during the period of disability leave.

ARTICLE XIV
DISMISSALS, DISCHARGES, DEMOTIONS
SUSPENSIONS, AND PERMANENT TRANSFERS

Section A.

Dismissals, discharges, demotions, suspensions or permanent transfers to a lower classification shall be made only for just cause as determined by the Council.

Section B.

Just cause shall include, but shall not be limited to, the following:
Abuse of drugs or alcohol, malingering on the job, insubordination in performance of his work, willful negligence, breach of safety and work rules, persistent tardiness, absence without prior notice, failure to follow written or oral directives, and violation of the terms of this Agreement.

Section C.

An employee shall be disciplined upon a finding of just cause in the following manner:

- | | |
|---------------|---|
| 1st offense - | verbal warning |
| 2nd offense - | written warning |
| 3rd offense - | suspension of no more than three (3) days (without pay) |
| 4th offense - | termination |

If in any case the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days without pay. The employee and his Union Steward will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE XV GRIEVANCE PROCEDURE

Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section A.

The Employer and the Union will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner. Grievances shall be in writing and presented to the first step's designated authority within fifteen (15) working days after the Union's or the grievant's knowledge of the actual occurrence of the alleged grievance.

Step 1. An effort shall be made to adjust the grievance between the grievant or their representative and their immediate supervisor or department head. The Union shall receive an answer to the Step 1 meeting within ten (10) working days after said meeting.

Step 2. In the event that no settlement is reached in Step 1 and, within ten (10) working days after the answer to the Step 1 meeting is received by the Union, the Union Staff Representative or Steward and grievant shall meet with the Employer and the employee's supervisor in an attempt to resolve the grievance. An answer to the Union on the Step 2 meeting shall be submitted in writing to the Union within ten (10) working days of said meeting.

Step 3. In the event no settlement is reached as a result of the Step 2 meeting, the Union may request a formal hearing on the grievance before the City Council. Said hearing shall be held within ten (10) working days of the Union's written request. The written request must be received within ten (10) working days of the Step 2 answer to be considered.

Step 4. In the event no settlement is reached as the result of the Step 3 meeting, the Union, within ten (10) working days of the answer from the Step 3 meeting, may submit the grievance to arbitration, and the decision of the arbitrator shall be final and binding on both parties. If the parties are unable to agree upon the appointment of an arbitrator within five (5) calendar days after submission of the grievance to arbitration, either party may then request the Director of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be scheduled promptly and held between the parties and the arbitrator. A decision by the arbitrator shall be rendered within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Time limits shall be extended upon request for same by either party of this Agreement. The amount of time extension must be reasonable and mutually agreed to by both parties in writing.

Section B. Arbitrator's Authority.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the

Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

Section C. Waiver.

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

ARTICLE XVI
SAFETY EQUIPMENT

All items required by O.S.H.A. or by virtue of foul weather that are necessary to the performance of an employee's duties shall be provided by the City of Floodwood and shall become City property.

ARTICLE XVII
JURY DUTY

Section A.

When a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts, and has been absent from work because of such duty, the City will pay the difference between his jury duty compensation and his regular salary.

Section B.

The employee must give the Mayor notice of his/her forthcoming jury service as soon as he/she is notified.

ARTICLE XVIII
AMBULANCE AND FIRE

When a regular employee is called upon to serve with the Fire Department or Ambulance Service and has been absent from work because of such fire or ambulance duty, he/she shall be paid his regular rate of pay.

ARTICLE XIX
VETERANS PREFERENCE

Nothing herein shall affect the Veterans Preference Laws and rights of the employees thereunder.

ARTICLE XX
LICENSE FEES

The City of Floodwood shall pay for all mandatory licenses and license renewals.

ARTICLE XXI
EXAMINATIONS

Any medical examination required by the City as a condition of employment will be paid for by the City to the extent that it is not reimbursed by insurance coverage.

ARTICLE XXII
HEALTH AND WELFARE PLAN

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage after 30 days from the date of employment:

The current health plan is the Minnesota Public Insurance Program (PEIP) Advantage Health Plan HSA Option.

Section A Health Insurance Premiums.

1. The City shall pay 90% of the single premium for any employee who works 32 hours per week or more. The employee shall pay the remaining 10% from payroll deduction. For employees hired prior to 1/1/2012, the City shall pay 100% of the single premium.
2. For any employee who is scheduled less than 32 hours per week, but more than 20 hours per week, the City contribution will be prorated based on a forty (40) hour work week.

Example: Employee is scheduled 30 hours. City would pay 75% of premium, employee 25%. Employee is scheduled 20 hours per week, City pays 50% of premium, employee pays 50%.

3. For family coverage, in addition to paying 90% of the single premium the city shall pay 60% of the difference in the monthly premium cost between the single and family premiums. The employee shall pay 40% of the difference.

Example: The single premium is \$500.00. The City pays \$450.00 and the employee \$50.00. The family premium is \$1,000.00. The City pays \$450.00 plus \$300.00 (60% of the \$500.00 increase) = \$750.00. The employee pays \$250.00 (\$50.00 plus 40% of the increase \$200.00) for family coverage premium.

Section B Health Savings or Flex Spending Contributions.

The Employer will make a monthly deposit of \$166.67 (\$2,000.00 annually) into the Health Savings Accounts (HSA) of all full-time employees enrolled in the City health plan. Employees hired prior to 1/1/2020 shall receive \$195.83 monthly.

The Employer will make a monthly deposit of \$166.67 (\$2,000.00 annually) into the Flexible Spending Accounts (Flex) of all full-time employees not enrolled in the City health plan. Employees hired prior to 1/1/2020 shall receive \$195.84 monthly.

The following employees shall remain eligible for an annual HSA or Flex contribution of \$2,350.00 if they maintain active continuous full-time employment with the City of Floodwood having been previously eligible for and receiving the increased amount prior to 1/1/2020.

Cory Suonvieri
Kay Zeadow

An employee may make a hardship request in writing to the City Council Personnel Committee requesting the remaining quarterly payments to the HSA or Flex Spending accounts be deposited earlier for good cause. While consideration shall be given to any such request, the request may be denied.

Section C Open Enrollment.

Eligible employees shall have the option to change their option in Section 1 each year during open enrollment period or in the event of a life changing event as allowed by the insurance carrier and the contributions shall be as per Section 1. *If the employee's status (single to family or family to single) in mid-year the contribution will reflect the change.*

Section D Continuation of Coverage.

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

Section E Life Insurance.

The City shall provide a maximum of \$20.00 per month toward the purchase of a life insurance policy for each full-time employee.

ARTICLE XXIII
GENERAL PROVISIONS

Section A.

All matters not covered by this Agreement and otherwise subject to negotiation by law shall be settled by negotiations between the City of Floodwood and AFSCME Council 65 AFL-CIO Local 1691 Chapter 4

Section B.

The City of Floodwood and the members of Local 1691, Minnesota Council 65, AFSCME, mutually agree to submit any unresolved negotiable issues to binding arbitration after attempting mutual negotiations and mediation with the Bureau of Mediation Services. The basis for selecting an arbitrator and the conditions which the arbiter will work under are the same as those outlined in Article XV of this Agreement. The Union hereby waives its right to strike in exchange for binding arbitration.

Section C Insurance Committee

The City and Local 1691 will form a committee and be chaired by both Union and City. The goal of this committee is to reduce premium costs by identifying insurance plans with better cost control features and education in the efficient use of health insurance.

Section D. Cell Phone Reimbursement

All city employees who are required to be available to the city after hours will receive reimbursement for personal cell phones. The City shall furnish a phone and service plan OR the reimbursement shall be \$40.00/month for employees required to use their personal phone for City use.

ARTICLE XXIV
WAGE AND PAY SCHEDULE

Section A Salary Schedule.

The wage and salary schedules agreed to shall be attached and incorporated into this Agreement as Appendix A.

The general wage adjustment effective January 1, 2026 shall be a \$2/hr increase to the base rate of pay.

The general wage adjustment effective January 1, 2027 shall be a 3% increase to the base rate of pay.

The general wage adjustment effective January 1, 2028 shall be a 3% increase to the base rate of pay

Employees shall be paid every two weeks.

If for any reason an employee leaves employment, whether full or part-time, they shall receive payment for unused vacation and compensation time.

For computation of the basic work week, the work week shall run from 12:01 a.m. Sunday until 12:00 midnight Saturday, unless otherwise specified.

Employees required to attend Council meetings at the request of the Council shall receive a minimum of two (2) hours at call out pay rates for attending.

ARTICLE XXV
AMENDMENTS OR TERMINATION

The rules and regulations embodied in this Agreement shall become effective January 1, 2026 and shall continue in full force and effect for a three (3) year period and thereafter unless the City of Floodwood or AFSCME Council 65 Local 1691 Chapter 4 gives a ninety (90) day notice prior to the termination date of a desire to amend said rules and regulations.

CITY OF FLOODWOOD
CITY COUNCIL

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
COUNCIL 65, LOCAL UNION #1691

Mayor

Local President

City Clerk

AFSCME Staff Representative

APPENDIX A
1/1/26 – 12/31/2028

<u>DEPUTY CITY CLERK</u>		<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>
Start -	85%	\$28.28	\$29.13	\$30.01
One Year -	90%	\$29.94	\$30.84	\$31.77
Two Years -	95%	\$31.61	\$32.55	\$33.53
Three Years -	100%	\$33.27	\$34.27	\$35.30

UTILITY CLERK

Start –	85%	\$22.02	\$22.36	\$20.02
One Year –	90%	\$23.21	\$23.68	\$21.21
Two Years –	95%	\$24.38	\$25.00	\$25.74
Three Years –	100%	\$25.55	\$26.31	\$27.10

PUBLIC WORKS DIRECTOR

Start -	85%	\$29.59	\$30.48	\$31.39
One Year -	90%	\$31.20	\$32.14	\$33.10
Two Years -	95%	\$32.83	\$33.81	\$34.83
Three Years -	100%	\$34.46	\$35.49	\$36.56

PUBLIC WORKS LABORER

Start -	85%	\$22.41	\$23.08	\$23.77
One Year -	90%	\$23.61	\$24.32	\$25.05
Two Years -	95%	\$24.81	\$25.55	\$26.32
Three Years -	100%	\$26.01	\$26.79	\$27.59

Public Works Laborer will receive an additional \$1.00 per hour if they are required to operate heavy equipment or do welding, heavy equipment maintenance, or fill in for full-time employees.

***Step increases shall be awarded on the anniversary dates of the employee's date of hire