



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, November 25, 2019

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, November 25, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

19-0723 Consider approving Council minutes for Tuesday, November 12, 2019 Worksession and Regular meetings.

Attachments: [November 12, 2019 Worksession](#)
[November 12, 2019 Regular Meeting](#)

VERIFIED CLAIMS

19-0739 Consider approving the verified claims for the period November 5, 2019 through November 18, 2019 in the total amount of \$755,884.19.

Attachments: [COUNCIL BILL LIST 11-25-19.pdf](#)

CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.

1. **19-0724** Consider adopting a resolution accepting a \$57,800 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site work associated with the development of the Anytime Fitness facility.

- Attachments:** [Resolution Accepting IRRR development infrastructure grant](#)
2. [19-0725](#) Consider approving liquor licenses for 2020, contingent upon receipt of all required fees and documentation.
 3. [19-0726](#) Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owner #91-415-0720.
Attachments: [Storm water util delqnt-91-415-0720](#)
 4. [19-0728](#) Consider approving a public service and infrastructure permanent easement from Barbara A. Brossmer related to CP 2014-2, 2019 Street Improvements Project.
Attachments: [Signed Easement Packet](#)
 5. [19-0729](#) Consider adopting a resolution authorizing an operating transfer from the Capital Equipment Replacement Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.
Attachments: [\\$107,504 operating transfer from CERF to 479-Fire Hall Pit](#)
 6. [19-0730](#) Consider renewing Agreement with Occupational Development Center, Inc (ODC) for chore services at \$100 per hour for 2019-2020 Winter.
Attachments: [ODC Chore Agreement](#)
 7. [19-0732](#) Consider authorizing the retirement of 1988 Ford F-250 pick-up truck at the Minnesota DNR auction located in Grand Rapids.
 8. [19-0733](#) Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department and implement wage adjustments for current part-time employees.
 9. [19-0734](#) Consider authorizing Community Development to sell one (1) retired 2006 Ford Pickup truck used for inspections and the Public Works to sell two (2) retired 1999 4X4 GMC Sonoma pickups with plows at the Minnesota DNR auction located in Grand Rapids.
 10. [19-0735](#) Consider entering into a contract with Personnel Dynamics for janitorial services.
Attachments: [Personnel Dynamics, LLC contract](#)
 11. [19-0737](#) Consider adopting a resolution accepting \$3,950.00 in donations for the 2019 Shop with a Hero Event
Attachments: [PD Hero Shop 19 Res](#)
 12. [19-0740](#) Consider accepting letter of resignation from the Police Community Advisory Board submitted by Pam Dowell.
Attachments: [Pam Dowell - Resignation](#)

13. [19-0741](#) Consider authorizing the mayor to sign an agreement with ESC Systems and International WHResponse Center for central station monitoring of the fire alarm system and panic alarm system at Grand Rapids city hall for a cost of \$678 per year.
Attachments: [Grand Rapids City Hall Monitoring Agreement](#)
[Grand Rapids City Hall ESC Monitoring Proposal](#)
14. [19-0742](#) Consider approval of a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Community Infrastructure grant program
Attachments: [IRRRB Resolution for GR WWTP Improvement project.pdf](#)
15. [19-0743](#) Consider approving the 2020-2022 Library Bargaining Unit Contract.
Attachments: [DRAFT - 2020 to 2022 labor agreement \(with redlining\)](#)
[FINAL - 2020 to 2022 labor agreement \(ready for signing\)](#)
16. [19-0727](#) Consider authorizing a letter of commitment to participate as a member of a Brownfields Assessment Coalition being organized by the Arrowhead Regional Development Commission
Attachments: [Grand Rapids Brownfield Coalition letter of support](#)
[Brownfield Coalition Fact Sheet](#)

SETTING OF REGULAR AGENDA

This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Council members present an agenda item.

ACKNOWLEDGE BOARDS & COMMISSIONS

17. [19-0745](#) Review and acknowledge minutes for boards and commissions.
Attachments: [October 8, 2019 Special Golf Board Minutes](#)
[October 15, 2019 Golf Board minutes](#)

POLICE DEPARTMENT

18. [19-0738](#) Consider a request by the Police Department to purchase two (2) 2020 Ford Police Interceptor Utility (SUV) vehicles from Dondelinger Ford of Grand Rapids for a total expenditure of \$110,000.00.
Attachments: [Dondelinger bids 2020](#)

COUNCIL

19. [19-0744](#) Consider appointments to Boards & Commissions.

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 2, 2019, AT 5:00 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0723 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 11/13/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving Council minutes for Tuesday, November 12, 2019 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [November 12, 2019 Worksession](#)
[November 12, 2019 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Tuesday, November 12, 2019 Worksession and Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Tuesday, November 12, 2019

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **Tuesday, November 12, 2019 at 4:02 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

CALL OF ROLL: On a call of roll, the following members were present:

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

Staff present:

Tom Pagel, Dale Anderson, Barb Baird, Eric Trast, Rob Mattei, Matt Wegwerth, Scott Johnson

Discussion Items

1. Civic Center Steering Team - Recommendation Presentation

Kent Koerbitz of ICS, along with Kelly Hain and Megan Christianson, representing the Civic Center Steering Committee, presented findings and recommendations of the steering committee. After much consideration, it is recommended that the City of Grand Rapids move forward with a referendum in November 2020 to impose a General local sales and use tax in the amount of 1%. A resolution will be brought to the Council at a future meeting for consideration.

Received and Filed

2. Review 5:00 PM Regular Meeting

Following discussion of regular agenda items, there are no noted changes or additions.

ADJOURN

There being no further business, the meeting adjourned at 4:45 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Tuesday, November 12, 2019

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Tuesday, November 12, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Staff present:

Tom Pagel, Matt Wegwerth, Will Richter, Barb Baird, Scott Johnson, Rob Mattei, Eric Trast

PRESENTATIONS/PROCLAMATIONS

Proclaim November General Aviation Appreciation Month

Received and Filed

Proclaim November 10, 2019 American Legion Auxiliary Centennial Day.

Received and Filed

MEETING PROTOCOL POLICY

PUBLIC FORUM

Rich Miska, McCoy Construction, addressed the Council regarding item #19 on the regular agenda, and the outcome of the bid process.

COUNCIL REPORTS

Councilor Blake shares information on Veterans display at the Itasca County Historical Society and encourages community members to visit.

Councilor Christy advises that the RAMS Annual Meeting is scheduled for December 19, 2019 and all Council members are invited. City Clerk Gibeau will RSVP for those who wish to attend and post a notice of possible quorum.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, October 28, 2019 Worksession and Regular Meetings.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve Council minutes as presented. The motion PASSED by unanimous vote.

VERIFIED CLAIMS

Consider approving the verified claims for the period October 22, 2019 to November 4, 2019 in the total amount of \$694,042.00.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, to approve the verified claims as presented. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Rick Blake
- Councilor Tasha Connelly
- Councilor Michelle Toven

CONSENT AGENDA

1. Consider authorizing the Police Department to sell one (1) abandoned/city owned motor vehicle at the Minnesota DNR auction located in Grand Rapids.
Approved by consent roll call
2. Consider entering into a Transportation Service Agreement with Minnesota Energy Resources for natural gas services at the IRA Civic Center.
Approved by consent roll call
3. Consider approving On-Sale liquor license for TKMM, Inc. dba Sammy's Pizza & Restaurant for 2019 and authorize prorating license fee.
Approved by consent roll call
4. Consider approving Final Payment for AP 2017-1, GA Apron Reconstruction in the amount of \$189,252.33 and Change Orders 1-4.
Approved by consent roll call
5. Consider hiring part-time seasonal Warming House Attendants.
Approved by consent roll call
6. Consider approving the hiring of regular part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center and implement wage

adjustments for current part-time employees.

Approved by consent roll call

7. Consider approving a resolution authorizing an operating transfer from the Capital Project Fund-Arts & Culture Capital Projects to the General Fund in the amount of \$2,385.

Adopted Resolution 19-101 by consent roll call

8. Consider the renewal of the Group Vision Care Plan through Avesis.

Approved by consent roll call

9. Consider changes in the wage schedule for part-time, seasonal, and temporary employees effective November 17, 2019.

Approved by consent roll call

10. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2020.

Approved by consent roll call

11. Consider waiving the statutory liability to the extent of the coverage purchased.

Approved by consent roll call

12. Consider adopting a resolution approving LG214 Premises Permit application for Grand Rapids Amateur Hockey Association.

Adopted Resolution 19-102 by consent roll call

13. Consider approving Final Payment for CP 2010-5, Mississippi Riverfront Pedestrian Bridge in the amount of \$116,873.47 and Balancing Change Order 6.

Approved by consent roll call

14. Consider making a motion approving and authorizing payment to Joseph Johnson and Janelle Perrizo in the amount of \$48,536.50 for homeowners insurance escrow agreement.

Approved by consent roll call

15. Consider approval of Amendment #1 for Land and Water Conservation Fund Grant Contract #LW27-01312

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to Approve the Consent agenda as presented. The motion carried by the following vote

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Rick Blake
- Councilor Tasha Connelly
- Councilor Michelle Toven

SETTING OF REGULAR AGENDA

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

- 16. Review and acknowledge minutes for Boards & Commissions.

*Council acknowledged receipt of the following board and commission minutes:
Arts & Culture Commission - September 10, 2019 Worksession & Regular meetings
Human Rights Commission - September 25, 2019*

Acknowledge Boards and Commissions

DEPARTMENT HEAD REPORT

- 17. Community Development-GREDA Economic Development Report

Rob Mattei, Director of Community Development, presented annual update on the activities and future plans of the Grand Rapids Economic Development Authority. A complete report is on file in the Administration Department and available upon request.

Received and Filed

COMMUNITY DEVELOPMENT

- 18. Consider approval of the final plat of Rebound Commercial Addition.

Mr. Mattei provides background information regarding status of project and request to approve final plat and authorize signatures.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, adopting Resolution 19-103, approving the final plat of Rebound Commercial Addition. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Rick Blake
- Councilor Tasha Connelly
- Councilor Michelle Toven

ENGINEERING\PUBLIC WORKS

- 19. Consider approving the Public Works Department's purchase a 2020 budgeted loader equipped with a snowplow and grapple equipment from Nuss Truck for \$256,810.00.

Matt Wegwerth, Director of Public Works/City Engineer, presented information on bids received. While acknowledging that Nuss Truck did not submit the lowest bid, staff reviewed each vehicle and felt that the Volvo L90H was the best option. With that, Mr. Wegwerth recommends bid award to Nuss Truck.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, approving purchase of 2020 budgeted loader with snowplow and grapple equipment from Nuss Truck as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

20. Consider approving the Public Works Department's purchase of a 2020 budgeted compact track loader, equipped with a bucket and a snowplow from ASV for \$45,729.62.

Mr. Wegwerth provided background on bids received and is recommending equipment purchase from ASV.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, approving purchase of compact track loader with bucket and snowplow from ASV. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

ADMINISTRATION DEPARTMENT

21. Consider adopting a resolution designating City of Grand Rapids polling places for calendar year 2020.

City Clerk Gibeau provides information regarding proposed changes to Grand Rapids polling places for Precincts One (1) and Two (2). With this move, three (3) of the City's four (4) polling places will be located in City owned facilities.

A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, to adopt Resolution 19-104, designating polling places for calendar year 2020. The motion PASSED by unanimous vote.

ADJOURNMENT

A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, to adjourn the meeting at 5:52 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0739 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 11/21/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving the verified claims for the period November 5, 2019 through November 18, 2019 in the total amount of \$755,884.19.
Sponsors:
Indexes:
Code sections:
Attachments: [COUNCIL BILL LIST 11-25-19.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period November 5, 2019 through November 18, 2019 in the total amount of \$755,884.19.

Requested City Council Action

Make a motion approving the verified claims for the period November 5, 2019 through November 18, 2019 in the total amount of \$755,884.19.

DATE: 11/21/2019
 TIME: 11:03:40
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0200023	BMC SOFTWARE INC	1,840.13
	TOTAL	1,840.13
CITY WIDE		
1915248	SHI INTERNATIONAL CORP	90.00
	TOTAL CITY WIDE	90.00
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	2,730.00
1105530	KENNEDY & GRAVEN	1,430.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	4,160.00
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1309495	MINUTEMAN PRESS	105.80
1605665	PERSONNEL DYNAMICS LLC	947.70
	TOTAL ADMINISTRATION	2,653.50
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0221650	BURGGRAF'S ACE HARDWARE	19.98
0601346	FAIRVIEW HEALTH SERVICES	1,023.00
0920060	ITASCA COUNTY TREASURER	170.04
1901535	SANDSTROM'S INC	311.68
2018680	TRU NORTH ELECTRIC LLC	100.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,675.30
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	133.75
1809205	RIDES LLC	474.99
1909450	SILVERTIP GRAPHICS SIGNS	206.00
	TOTAL COMMUNITY DEVELOPMENT	814.74
ENGINEERING		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
ENGINEERING		
1900225	SEH	2,742.50
TOTAL ENGINEERING		2,742.50
FIRE		
0103325	ACHESON TIRE INC	40.00
0113233	AMERIPRIDE SERVICES INC	23.43
0205725	BETZ EXTINGUISHER COMPANY	115.00
0221650	BURGGRAF'S ACE HARDWARE	196.00
0401804	DAVIS OIL INC	450.72
0920060	ITASCA COUNTY TREASURER	75.81
1200500	L&M SUPPLY	16.14
1315725	THE MOTOR SHOP LLC	780.00
TOTAL FIRE		1,697.10
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	1,457.72
0103325	ACHESON TIRE INC	51.00
0112450	ALL FLAGS, LLC	107.72
0121721	AUTO VALUE - GRAND RAPIDS	71.25
0121725	AUTOMOTIVE ELECTRIC LLC	122.72
0221650	BURGGRAF'S ACE HARDWARE	90.91
0315455	COLE HARDWARE INC	100.82
0401804	DAVIS OIL INC	1,222.95
0421125	JOHN P DUBOVICH	560.00
0501650	EARL F ANDERSEN	53.75
0514802	ENVIROTECH SERVICES INC	5,365.48
0601690	FASTENAL COMPANY	51.23
0801825	HAWKINSON CONSTRUCTION CO INC	15,187.14
0801836	HAWKINSON SAND & GRAVEL	3,220.42
0920060	ITASCA COUNTY TREASURER	848.82
1200500	L&M SUPPLY	168.87
1503150	OCCUPATIONAL DEVELOPMENT CTR	3,610.00
1621125	PUBLIC UTILITIES COMMISSION	7,598.31
2000522	TNT AGGREGATES, LLC	6,343.45
2018560	TROUT ENTERPRISES INC	125.00
2209421	VIKING ELECTRIC SUPPLY INC	274.10
TOTAL PUBLIC WORKS		46,631.66
FLEET MAINTENANCE		
0315455	COLE HARDWARE INC	131.14

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
1605740	PETROCHOICE HOLDINGS INC	607.92
1801615	RAPIDS WELDING SUPPLY INC	22.53
1901264	SAFETY KLEEN SYSTEMS INC	259.00
	TOTAL FLEET MAINTENANCE	1,020.59
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	18.00
0300047	CMI INC	195.00
0715447	GOLDEN RULE CREATION INC	249.23
0900060	ICTV	16.99
0920060	ITASCA COUNTY TREASURER	3,395.09
1920233	STREICHER'S INC	822.70
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
	TOTAL POLICE	5,047.01
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	26.16
	TOTAL RECREATION	26.16
GENERAL FUND-LIQUOR/CHART GAMB		
2301445	WAL-MART STORE #01-1609	4,400.00
	TOTAL	4,400.00
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	49.94
0315455	COLE HARDWARE INC	14.97
0401425	DAKOTA SUPPLY GROUP	115.26
0718010	CITY OF GRAND RAPIDS	7,500.00
1201730	LATVALA LUMBER COMPANY INC.	240.36
1901535	SANDSTROM'S INC	126.32
2018680	TRU NORTH ELECTRIC LLC	1,225.00
	TOTAL	9,271.85

AIRPORT

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0113223	AMERICAN DETAILING	300.00
0221650	BURGGRAF'S ACE HARDWARE	97.96
0315455	COLE HARDWARE INC	27.97
0718060	GRAND RAPIDS HERALD REVIEW	797.54
0920060	ITASCA COUNTY TREASURER	162.40
1200530	LNR UNDERGROUND, LLC	630.00
1612045	PLAGEMANNS LANDSCAPING INC	3,500.00
1621500	PUMP & METER SERVICES INC	760.80
1801613	RAPIDS PRINTING	92.00
1909450	SILVERTIP GRAPHICS SIGNS	216.00
TOTAL		6,584.67
CIVIC CENTER		
GENERAL ADMINISTRATION		
0100010	5 STAR PEST CONTROL &	175.00
0221650	BURGGRAF'S ACE HARDWARE	100.10
0315455	COLE HARDWARE INC	37.67
0315495	COMMERCIAL REFRIGERATION	924.50
0718010	CITY OF GRAND RAPIDS	3,500.00
1309090	SUPERONE FOODS NORTH	55.53
1605611	PEPSI BEVERAGES COMPANY	2,399.71
1901535	SANDSTROM'S INC	1,949.67
2116600	UPPER LAKE FOODS INC	528.83
TOTAL GENERAL ADMINISTRATION		9,671.01
STATE HAZ-MAT RESPONSE TEAM		
0401804	DAVIS OIL INC	31.46
TOTAL		31.46
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	10.68
0920060	ITASCA COUNTY TREASURER	70.36
1200500	L&M SUPPLY	8.31
TOTAL		89.35
DOMESTIC ANIMAL CONTROL FAC		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE

DOMESTIC ANIMAL CONTROL FAC		
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	148.32
1015325	JOHNSON CONTROLS FIRE	804.90
TOTAL		1,453.22
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1815125	ROBERT R SCHROEDER CONST INC	116,873.47
1900225	SEH	1,628.60
TOTAL 2010-5 MS RIVER PD BRIDGE		118,502.07
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
TOTAL CAPITAL OUTLAY-CIVIC CENTER		1,250.00
CAPITAL OUTLAY-FIRE DEPT		
0513235	EMERGENCY RESPONSE SOLUTIONS	6,070.10
1909450	SILVERTIP GRAPHICS SIGNS	345.00
TOTAL CAPITAL OUTLAY-FIRE DEPT		6,415.10
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1900225	SEH	7,447.50
TOTAL 2019-1 GLF COURSE RD UTIL EXT		7,447.50
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
0718060	GRAND RAPIDS HERALD REVIEW	284.06
1900225	SEH	14,741.42
T001259	BARBARA BROSSMER	935.70
TOTAL 2019 STREET IMP PROJECT		15,961.18
STORM WATER UTILITY		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2019

VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
0301705	CASPER CONSTRUCTION INC	39,824.00
0315455	COLE HARDWARE INC	5.96
0401804	DAVIS OIL INC	3,492.86
0801825	HAWKINSON CONSTRUCTION CO INC	13,840.00
0801836	HAWKINSON SAND & GRAVEL	426.01
0920060	ITASCA COUNTY TREASURER	187.25
	TOTAL	57,776.08
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 307,252.18
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,701.82
0114210	D. ANDERSON - CHANGE FUND	4,000.00
0116600	APPLE VALLEY, CITY OF	1,311.00
0205640	LEAGUE OF MN CITIES INS TRUST	1,878.97
0305530	CENTURYLINK QC	259.00
0405305	LYNN DEGRIO	120.64
0405310	DOMINIC DEGUISEPPI	137.79
0718015	GRAND RAPIDS CITY PAYROLL	249,230.92
0718070	GRAND RAPIDS STATE BANK	65.00
0815440	HOLIDAY STATIONSTORES LLC	149.19
0815464	SARA HOLUM	135.00
0900060	ICTV	1,378.47
1301146	MARCO TECHNOLOGIES, LLC	150.10
1301250	ROBERT MATTEI	63.80
1305046	MEDIACOM LLC	11.55
1309098	MINNESOTA MN IT SERVICES	439.88
1309172	MINNESOTA DEPARTMENT OF HEALTH	315.00
1309199	MINNESOTA ENERGY RESOURCES	19.10
1309264	MN JUVENILE OFFICERS ASSOC	550.00
1309332	MN STATE RETIREMENT SYSTEM	2,520.00
1309335	MINNESOTA REVENUE	1,247.36
1405850	NEXTERA COMMUNICATIONS LLC	431.40
1415501	NORTHERN GREEN EXPO	347.00
1516220	OPERATING ENGINEERS LOCAL #49	106,874.00
1609561	PIONEER TELEPHONE	10.19
1621130	P.U.C.	23,132.75
2100265	U.S. BANK	950.00
2114750	UNUM LIFE INSURANCE CO OF AMER	262.81
2209665	VISA	2,086.94
2209705	VISIT GRAND RAPIDS INC	43,894.78
2301700	WASTE MANAGEMENT OF MN INC	2,402.69
2305300	MATTHEW WEGWERTH	154.86
2305447	WELLS FARGO BANK NA	400.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$ 448,632.01
	TOTAL ALL DEPARTMENTS	755,884.19



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0724	Version:	1	Name:	Consider adopting a resolution accepting a \$57,800 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site work associated with the development of the Anytime Fitness facility.
Type:	Agenda Item	Status:			Consent Agenda
File created:	11/13/2019	In control:			City Council
On agenda:	11/25/2019	Final action:			
Title:	Consider adopting a resolution accepting a \$57,800 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site work associated with the development of the Anytime Fitness facility.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Accepting IRRR development infrastructure grant				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a \$57,800 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site work associated with the development of the Anytime Fitness facility.

Background Information:

The Anytime Fitness project involves the private construction of a new 8,400 sf. commercial facility on a 1.9-acre parcel located at 110 Golf Course Rd. in Grand Rapids. The site was once part of a larger parcel and served as parking area for the former K-Mart, which has been vacant since June of 2015. The total estimated construction cost of the building and site work is approximately \$1,211,000. With site acquisition, working capital and soft costs, the total project cost is \$1,530,900.

The project and building will serve as the location of a merger/partnership between two local private health club facilities, Rapid Fitness 24/7 and Anytime Fitness, forming a state of the art advanced fitness and health center. The merged health and fitness club will operate as an Anytime Fitness to offer its members access all 4500 Anytime Fitness locations. A 1200 sf portion of the building will serve as the location of a new health food store, Rapid Nutrition.

Anytime Fitness and Rapid Fitness will, together, retain two employees from the existing health clubs and add one additional employee for a total of 3 FTEs in the new Anytime Fitness. In addition, the new business, Rapid Nutrition, will employ two new positions. The average hourly wage of the three Anytime Fitness positions will be \$20.35 per hour. The two positions at Rapid Nutrition will pay an average hourly wage of \$14.75. The development will generate an estimated additional \$26,000 per year of local property taxes.

The grant of \$57,800.00 from the Department of Iron Range Resources and Rehabilitation Site Development Infrastructure Program will fund costs associated with the extension of sanitary sewer and water services to the proposed building.

The City Council had previously authorized an application to MN IRRR for a Development Infrastructure grant, and execution of the grant agreement.

Requested City Council Action

Make a motion adopting a resolution accepting a \$57,800 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site work associated with the development of the Anytime Fitness facility.

Council member _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$57,800.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE PROGRAM FOR SITE WORK ASSOCIATED WITH THE ANYTIME FITNESS DEVELOPMENT

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$57,800.00 Development Infrastructure grant award from the IRRR for the extension of sanitary sewer and water services associated with the development of the Anytime Fitness facility at 110 Golf Course Road.

Adopted this 25th day of November, 2019.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: _____, whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0725 **Version:** 1 **Name:** 2020 Liquor Licenses
Type: Agenda Item **Status:** Consent Agenda
File created: 11/13/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving liquor licenses for 2020, contingent upon receipt of all required fees and documentation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving liquor licenses for 2020, contingent upon receipt of all required fees and documentation.

Background Information:

All City of Grand Rapids liquor licenses will expire on December 31, 2019. Licenses for January - December 2020 are as follows:

3.2 Off-Sale

Holiday Stationstores #248
 Holiday Stationstores #162
 Super One Foods #515
 Super One Foods #520

Brewer, Taproom, Brewpub
 Klockow Brewing Co.
 Rapids Brewing Co.

3.2 On-Sale

Itasca Curling Club
 Fuji Japanese Restaurant
 NoPo Coffee Co.
 Pizza Hut
 Brewed Awakenings
 Rapids Brewing Company

Off-Sale
 Frontier Liquors
 Super One Liquor
 Pokegama Plaza Liquor
 Wal-Mart Supercenter #1609

Wine On-Sale

Fuji Japanese Restaurant
 NoPo Coffee Co.
 Pizza Hut
 Brewed Awakenings
 Rapids Brewing Company

Club On-Sale
 American Legion
 Moose Lodge
 VFW Club

On-Sale Liquor

Applebee's	Timberlake
El Potro	Pokegama Grill
Boulder Tap House	Thunder Alley XL
Dutch Room	Sammy's Pizza
Eagles Club	Toivo's

Forest Lake

Hotel Rapids

Staff Recommendation:

Approve licenses and authorize staff to move forward with issuance.

Requested City Council Action

Make a motion approving 2020 liquor license contingent upon receipt of all required fees and documentation.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0726 **Version:** 1 **Name:** Delinquent Storm Water Utility-Jellison
Type: Agenda Item **Status:** Consent Agenda
File created: 11/14/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owner #91-415-0720.
Sponsors:
Indexes:
Code sections:
Attachments: [Storm water util delqnt-91-415-0720](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owner #91-415-0720.

Background Information:

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. On a quarterly basis, they provide the City with a list of delinquent accounts. The County Auditor requires a resolution from the City Council directing them to add these delinquencies to the property owner's tax statement. A letter was sent to the property owner with the delinquent balance giving them opportunity to pay before it is sent to the County Auditor.

Staff Recommendation:

Staff is recommending adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owner #91-415-0720.

Requested City Council Action

Make a motion adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owner #91-415-0720 in the amount of \$81.95.

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING THE ITASCA COUNTY AUDITOR TO ASSESS
DELINQUENT STORM WATER UTILITY CHARGES TO THE PROPERTY TAX
STATEMENT OF DELINQUENT PROPERTY TAX OWNER 91-415-0720

WHEREAS, the Grand Rapids City Council adopted the Storm Water Utility Ordinance #04-08-10 on August 9, 2004 for implementation beginning January 1, 2005, and

WHEREAS, beginning on that date, City residents, commercial property, industrial and institutional property have been charged a fee for storm water management based on a fee schedule approved by the City Council, and

WHEREAS, the Grand Rapids Public Utilities is providing the City with a list of delinquent accounts, and

WHEREAS, the Section 70.203 (f) and (g) of the Ordinance states a penalty for late payment is 10% of the amount past due and past due fees and penalty can be certified to the County Auditor for collection with real estate taxes in the next year,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the County Auditor to assess the delinquent storm water utility charges to the property tax statement of the delinquent property tax owner 91-415-0720 in the amount of \$81.95.

Adopted this 25th day of November 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0728 **Version:** 1 **Name:** CP 2014-2 Approve Brossmer Easement
Type: Agenda Item **Status:** Consent Agenda
File created: 11/14/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving a public service and infrastructure permanent easement from Barbara A. Brossmer related to CP 2014-2, 2019 Street Improvements Project.
Sponsors:
Indexes:
Code sections:
Attachments: [Signed Easement Packet](#)

Date	Ver.	Action By	Action	Result
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Consider approving a public service and infrastructure permanent easement from Barbara A. Brossmer related to CP 2014-2, 2019 Street Improvements Project.

Background Information:

CP 2014-2 will include road reconstruction and construction of a new sidewalk along NE 7th Street. In order to properly complete the project, an easement is required from the property owner. The property owner has executed the necessary documents and the total cost for this easement is \$935.70. The documents are attached.

Staff Recommendation:

City staff is recommending approval of a public service and infrastructure permanent easement from Barbara A. Brossmer related to CP 2014-2, 2019 Street Improvements Project.

Requested City Council Action

Make a motion to approve a public service and infrastructure permanent easement from Barbara A. Brossmer related to CP 2014-2, 2019 Street Improvements Project.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

ENGINEERING DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

OFFER LETTER

October 25, 2019

Barbara A. Brossmer
101 NE 7th Street
Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Ms. Brossmer

The City of Grand Rapids hereby submits to you an offer of **\$935.70**, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by the Grand Rapids Infrastructure Improvements project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.

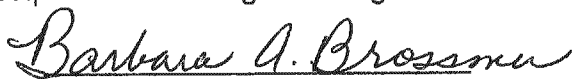
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE
City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.


Barbara A. Brossmer

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 14 day of November, 2019, between **Barbara A. Brossmer, a single person** hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

Parcel 91-585-3835
Existing Legal Description (Document A713078)

Lot 12 and the W ½ of Lot 11, Block 38, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, it being intended hereby to convey a tract of land cornering on Seventh Street and Sleeper Ave., in said Grand Rapids, with 75 feet frontage on said Seventh Street, Itasca County, Minnesota

WHEREAS, Grantor has agreed to grant Grantee an easement for Road Reconstruction, Sidewalk and Utility purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:

Rights to be Acquired:

Parcel 91-585-3835

A permanent easement for public service and infrastructure purposes over, under, and across Parcel 91-585-3835, said easement being legally described as follows:

The south 5.00 feet Lot 12 and the south 5.00 feet of the W 1/2 of Lot 11, Block 38, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, it being intended hereby to convey a tract of land cornering on Seventh Street and Sleeper Ave., in said Grand Rapids, with 75 feet frontage on said Seventh Street, Itasca County, Minnesota.

Containing 375 SF, more or less.

Easement shown on attached EXHIBIT 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

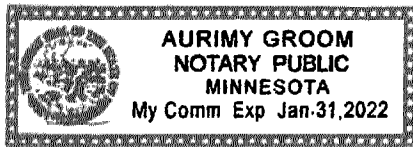
GRANTOR: Barbara A. Brossmer, a single person.

Barbara A. Brossmer
Barbara A. Brossmer, a single person

STATE OF MINNESOTA)
) ss:
COUNTY OF Itasca)

The foregoing instrument was acknowledged before me this 14 day of November, 2019, by **Barbara A. Brossmer, a single person Grantor.**

(Notary Stamp or Seal)



Aurimy B. Groom
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Sara Christenson, Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

KEARNEY'S FIRST ADDITION
 GRAND RAPIDS
 BLOCK 38

1ST AVENUE NE

91-585-3835

LOT 12

25.00

LOT 11

WEST LINE OF LOT 12 /
 EAST LINE 1ST AVENUE NE

EAST LINE OF THE
 W 1/2 OF LOT 11

5.00

75.00

7TH STREET NE

NORTH RIGHT OF WAY LINE

PROPOSED PUBLIC SERVICE AND
 INFRASTRUCTURE EASEMENT



PLATTED
 LOT LINES



EASEMENT
 PARCEL



PARCEL NUMBER	91-585-3835
OWNER	BARBARA BROSSMER
AREA OF PARCEL	10500 SF
ZONING	R-2
AREA OF PROPOSED PERMANENT EASEMENT	375 SF



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PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744
 www.sehinc.com

FILE NO.
 GRANR148660

DATE:
 10/24/2019

**BARBARA BROSSMER
 EASEMENT EXHIBIT
 GRAND RAPIDS, MINNESOTA**

**EXHIBIT
 NO. 1**

KEARNEY'S FIRST ADDITION
 GRAND RAPIDS
 BLOCK 38

1ST AVENUE NE

91-585-3835

LOT 12

LOT 11

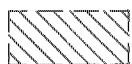
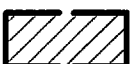


WEST LINE OF LOT 12 /
 EAST LINE 1ST AVENUE NE

15.00

EAST LINE OF THE
 W 1/2 OF LOT 11

7TH STREET NE

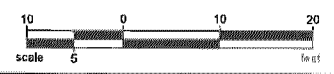
NORTH RIGHT OF WAY LINE

TEMPORARY EASEMENT		PERMANENT EASEMENT	
PLATTED LOT LINES		EASEMENT PARCEL	

A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate November 2021 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

BARBARA BROSSMER _____ Date _____



PARCEL NUMBER	91-585-3835
OWNER	BARBARA BROSSMER
AREA OF PARCEL	10500 SF
ZONING	R-2
AREA OF PROPOSED PERMANENT EASEMENT	375 SF

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PHONE: 218.322.4500
 21 NE 5TH ST STE 200
 GRAND RAPIDS, MN 55744
 www.sehinc.com

FILE NO. GRANR148660
DATE: 10/24/2019

BARBARA BROSSMER
TEMPORARY EASEMENT EXHIBIT
GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 1



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0729 **Version:** 1 **Name:** Operating Transfer-Tac Prod Tax 407 to 479
Type: Agenda Item **Status:** Consent Agenda
File created: 11/15/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider adopting a resolution authorizing an operating transfer from the Capital Equipment Replacement Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.

Sponsors:

Indexes:

Code sections:

Attachments: [\\$107,504 operating transfer from CERF to 479-Fire Hall Pjt](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing an operating transfer from the Capital Equipment Replacement Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.

Background Information:

The City of Grand Rapids received \$107,504 in Taconite Production Tax in 2007 for planning for a Fire and Hazardous Material Center in the Southside of town. Since the City's plan to construct a Northern Minnesota Regional Training Facility did not receive all the necessary funding, the City has decided to use the proceeds to renovate and update the existing Fire Hall.

Staff Recommendation:

Staff recommends adopting a resolution authorizing and operating transfer from the Capital Fund-Capital Equipment Replacement Fund to the Capital Fund-2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.

Requested City Council Action

Make a motion adopting a resolution authorizing an operating transfer from the Capital Fund-Capital Equipment Replacement Fund to the Capital Fund-2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-CAPITAL EQUIPMENT REPLACEMENT FUND TO THE CAPITAL PROJECT FUND-2018 INFRASTRUCTURE/CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF \$107,504

WHEREAS, the City of Grand Rapids received \$107,504 in Taconite Production Tax in 2007 for planning for a Fire and Hazardous Material Center in the Southside of town, and

WHEREAS, since the City's plan to construct a Northern Minnesota Regional Training Facility did not receive all the necessary funding, the City has decided to use the proceeds to renovate and update its existing Fire Hall, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Capital Equipment Replacement Fund to the Capital Project Fund-2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$107,504.

Adopted this 25th day of November 2019.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0730 **Version:** 1 **Name:** ODC Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 11/19/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider renewing Agreement with Occupational Development Center, Inc (ODC) for chore services at \$100 per hour for 2019-2020 Winter.

Sponsors:

Indexes:

Code sections:

Attachments: [ODC Chore Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider renewing Agreement with Occupational Development Center, Inc (ODC) for chore services at \$100 per hour for 2019-2020 Winter.

Background Information:

The Public Works Department has partnered with ODC for chore services since 1989. ODC's employees work throughout the year at a variety of city venues. They rake in the spring, mow in the summer and do snow removal at the Fire Hall, City Hall, Central School, Library, Civic Center and walking trail bridges. The contract fee is \$100 per hour, a \$5.00 per hour increase over the 2018 - 2019 season. The hourly rate includes a supervisor with 3 to 5 employees and includes the cost of equipment and de-icing product in the winter.

Staff Recommendation:

Kevin Koetz, Public Works Superintendent, recommends renewing agreement with ODC for 2019-2020 for chore services.

Requested City Council Action

Make a motion to renew Transitional Work Program Contract Agreement with ODC for winter 2019-2020 chore services at the rate of \$100 per hour.



**TRANSITIONAL WORK PROGRAM
CONTRACT AGREEMENT BETWEEN**

Grand Rapids Public Works
AND

OCCUPATIONAL DEVELOPMENT CENTER, INC.

The purpose of this agreement is to outline conditions for person served at the Occupational Development Center, Inc. who will participate in a Transitional Work Program of Snow Removal at **Grand Rapids Public Works** beginning **12/1/2019** and shall be reviewed on **5/31/2020**, or when changes in the duties and responsibilities occur. This contract is subject to change if there is an increase in minimum wage. At that time a new price will be negotiated.

The Occupational Development Center, Inc. agrees to the following as indicated by X's in the box.

- 1. Provide a staff trainer at the employment site to ensure that the person Served can fulfill job task assignments. The staff trainer's time will vary dependent upon the person served involved.
- 2. Will maintain and satisfy all payroll requirements for the Person Served participating under this agreement (i.e. Worker's Compensation, Social Security, Wage & Hour, etc.).
- 3. Schedule will be as follows: **After snow fall. When icy will de-ice walkway**
- 4. Arrange transportation to and from **Grand Rapids Public Works at these locations old central school, library, bridge, city hall, Parks and around town**

Grand Rapids Public Works agrees to the following by X's in the box.
(Name of Business)

- 1. Provide a worksite within their facility to train and assess the person served in the duties listed below.
- 2. Will reimburse the Occupational Development Center, Inc. at quoted price, which will include wages and related overhead costs at **\$100.00 Per Labor Hour.**
****Minimum of one hour billed per visit. ****
- 3. Will complete appropriate employee evaluation forms as requested by the Occupational Development Center, Inc.
- 4. Other:

Number of Person Served covered by this agreement (this number will not change unless prior authorization is received): **3 and a job coach**

Duties to be performed **Shoveling, snow blowing, scrapping ice; de-ice**
Days per week: **as needed per weather condition**

The Occupational Development Center, Inc. will bill monthly at the agreed upon price for hours worked by employee(s).

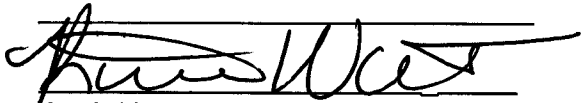
This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice in writing delivered by mail or in person.

I (We) agree to the terms of this Agreement:

Contracting Business Signatures

____/____/____
Date

Rinna Waters; Program Specialist



ODC Signatures

11.19.19
Date



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0732 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 11/19/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider authorizing the retirement of 1988 Ford F-250 pick-up truck at the Minnesota DNR auction located in Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing the retirement of 1988 Ford F-250 pick-up truck at the Minnesota DNR auction located in Grand Rapids.

Background Information:

In the past, the City of Grand Rapids has used the Minnesota DNR auction (located in Grand Rapids) to dispose of forfeited vehicles, abandoned vehicles and city owned vehicles. The auction is held at the Minnesota DNR facility located on Hwy #2 East in the City of Grand Rapids. The Auction is on Saturday, December 7, 2019. The Fire Department would like utilize this service to sell a 1988 Ford F-250. City council had previously authorzied the sale of this truck to be sold through do-bid in 2016. The fire department choose to utilize this truck for a longer term until a replacement truck could be purchased. This truck has now been replaced with a new 2019 Dodge 1-ton pickup to take its place as our new #117.

Staff Recommendation:

Staff is recommending utilizing the Minnesota DNR auction for the sale of the 1988 Ford F-250 pick-up truck with the proceeds of the sale being allocated to the truck depreciation fund.

Requested City Council Action

Make a motion authorizing the Fire Department to sell the 1988 Ford F-250 pick-up truck at the Minnesota DNR auction on Saturday, December 7, 2019 in Grand Rapids with the proceeds of the sale being allocated to the truck depreciation fund.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0733 **Version:** 1 **Name:** Hire PT-Carlson, wage adjustments
Type: Agenda Item **Status:** Consent Agenda
File created: 11/20/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department and implement wage adjustments for current part-time employees.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department and implement wage adjustments for current part-time employees.

Background Information:

Linda Carlson will be hired with the Civic Center / Parks and Recreation Department as a regular part-time concession employee at \$10.50/hour, starting employment on November 26, 2019.

The following current employees' wages will be adjusted pursuant to the 2019 Pay Range for Part-Time Employees.

- Emily Groom, \$10.50
- Logan Kuschel, \$10.50
- Jenna Olson, \$10.50

This will be part of the annual operating budget and effective on November 26, 2019 and completed December 31, 2019.

Staff Recommendation:

City staff is recommending the approval of hiring of a regular part-time concession employee with the Civic Center / Parks and Recreation Department and implementing wage adjustments for current part-time concession employees.

Requested City Council Action

Make a motion approving the hiring of a regular part-time concession employee with the Civic Center / Parks and Recreation Department and implementing wage adjustments for current part-time concession employees.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0734 **Version:** 1 **Name:** Consider authorizing Community Development to sell one (1) retired 2006 Ford Pickup truck used for inspections and the Public Works to sell two (2) retired 1999 4X4 GMC Sonoma pickups with plows at the Minnesota DNR auction located in Grand Rapids.

Type: Agenda Item **Status:** Consent Agenda

File created: 11/20/2019 **In control:** City Council

On agenda: 11/25/2019 **Final action:**

Title: Consider authorizing Community Development to sell one (1) retired 2006 Ford Pickup truck used for inspections and the Public Works to sell two (2) retired 1999 4X4 GMC Sonoma pickups with plows at the Minnesota DNR auction located in Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing Community Development to sell one (1) retired 2006 Ford Pickup truck used for inspections and the Public Works to sell two (2) retired 1999 4X4 GMC Sonoma pickups with plows at the Minnesota DNR auction located in Grand Rapids.

Background Information:

The City of Grand Rapids has used the Minnesota DNR auction (located in Grand Rapids) in the past to dispose of city owned vehicles. The auction is held at the Minnesota DNR facility located on Hwy #2 East in the City of Grand Rapids. The Auction is on Saturday, December 7, 2019.

Vehicle descriptions as follows:

**MAKE / MODEL VIN #
ABANDONED/CITY OWNED VEHICLE**

1. 2006 Ford F-150 Pickup VIN # 1FTRF12246NB77866 (Community Development)
2. 1999 GMC Sonoma VIN # 1GTDT14X1X8527613 (Public Works)
3. 1999 GMC Sonoma VIN # 1GTDT14X2X8530634 (Public Works)

Requested City Council Action

Make a motion authorizing Community Development to sell one (1) retired 2006 Ford Pickup truck used for inspections and the Public Works to sell two (2) retired 1999 4X4 GMC Sonoma pickups with plows at the Minnesota DNR auction on Saturday, December 7, 2019 in Grand Rapids.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0735 **Version:** 1 **Name:** Consider entering into an agreement with Personnel Dynamics for janitorial services.
Type: Agenda Item **Status:** Consent Agenda
File created: 11/20/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider entering into a contract with Personnel Dynamics for janitorial services.
Sponsors:
Indexes:
Code sections:
Attachments: [Personnel Dynamics, LLC contract](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a contract with Personnel Dynamics for janitorial services.

Background Information:

The City has been utilizing Busy Bees Quality Cleaning Service since 2012 for the Library and Central School. With the recent hiring of Mike Randall to the Building Maintenance position, along with anticipated cost savings, we would like to enter into a contract with Personnel Dynamics for janitorial services. This would be for a period of six months, at which time we will review the agreement to determine if we should go out for RFPs, hire a permanent employee, or continue utilizing Personnel Dynamics.

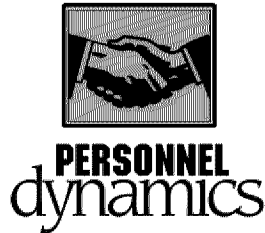
The position will pay the base pay for Janitor, which will be \$12.21 per hour until January 1, 2020 when it will increase to \$14.55 per hour. The hours will be 7:00 a.m. to 1:00 p.m. Monday through Friday, up to a maximum of 28 hours per week. Personnel Dynamics will charge 30% to cover the cost of administration, Workers Compensation and taxes. This is a budgeted item.

Staff Recommendation:

Tom Pagel, City Administrator, Nathan Morlan, Facilities Manager and Lynn DeGrio, Director of Human Resources, are recommending entering into an agreement with Personnel Dynamics for janitorial services and authorizing Chad Sterle, City Attorney, to contact Busy Bees Quality Cleaning to notify them that the agreement will be terminated effective immediately.

Requested City Council Action

Consider entering into a contract with Personnel Dynamics for janitorial services and terminate the agreement with Busy Bees Quality Cleaning effective immediately.



November 20, 2019

City of Grand Rapids
420 N. Pokegama Ave
Grand Rapids, MN 55744

As of November 20, 2019, Personnel Dynamics LLC - hereinafter called Company - and City of Grand Rapids - the customer, will enter into the following contract.

If Customer chooses a candidate from Company, we agree to assume all payroll responsibilities for workers for Customer as needed. Company will pay employees, will withhold Federal and State income taxes according to individual W-4 allowance certificate, will withhold employee's portion of FICA tax, will contribute employer's portion of FICA tax and will contribute to Federal and State Unemployment Compensation funds. Company will provide Worker's Compensation Insurance for employee. Company will file all required Federal and State payroll reports, including W-2 forms.

Customer agrees to provide a safe work area for employees and to pay invoices billed weekly for hours worked upon receipt and has given a personal guarantee that invoices will be paid in a timely fashion. If the Customer fails to pay the Company the in a timely manner, the Company reserves the right to withhold wages to the employee(s), and/or terminate this contract with the customer.

Employee will be paid at time and a half for hours over 40 per week, and Customer will be charged accordingly. Holiday pay and vacation pay is at the discretion of the Customer and must indicate authorization for such pay on the timecard.

Customer will report any injuries to Company in a timely manner. Also, Customer must submit information regarding any termination (including layoffs and voluntary quit) to the Company.

Customer agrees to promptly report to Company any direct payment of bonuses, incentives, etc. by Customer to Company leased employees in order that proper payroll tax reporting can be maintained.

PERSONNEL DYNAMICS, LLC

By: 
Kyla Ward – Personnel Dynamics, LLC

By: _____
Authorized Signature – City of Grand Rapids

Pay Rate + 30% = Billing Rate



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0737 **Version:** 1 **Name:** Consider adopting a resolution accepting \$3,750.00 in donations for the 2019 Shop with a Hero Event
Type: Agenda Item **Status:** Consent Agenda
File created: 11/21/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider adopting a resolution accepting \$3,950.00 in donations for the 2019 Shop with a Hero Event
Sponsors:
Indexes:
Code sections:
Attachments: [PD Hero Shop 19 Res](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting \$3,950.00 in donations for the 2019 Shop with a Hero Event

Background Information:

The Grand Rapids Police Department is conducting its Eight annual Shop with a Hero Event. This will be taking place Sunday, December 15, 2019 at the Grand Rapids Wal-Mart store. The Police Department has secured donations from UPM Blandin Paper Company (\$100.00), Cohasset Fire Hook & Ladder (\$650.00), Hill City Lions Club (\$500.00), Greenway Lions Club (\$500.00), Fraternal Order of Eagles (\$100.00), Kevin & Cindy McNichols (\$100.00), 1000 Lakes Lodge #24 FOP Auxiliary (\$300.00), Hill City Fire Relief Assn. (\$300.00), Cap Baker Lions Club (\$500.00), Blandin Foundation (\$100.00), Daniel Hund (\$200.00), Northern Star Cooperative Services (\$300.00), Grand Rapids Moose Club (\$200) and Ross Resources Ltd (\$100.00).

With these donations, children will be given a \$100.00 dollar gift card. These children will be paired with Police, EMS, Fire, and Military professionals who will then assist the child with Christmas shopping for the child's family members.

Upon completion of shopping, the child will be directed to a designated check out area where the child's presents will be gift wrapped by volunteers. The children will enjoy refreshments and tour emergency vehicles followed by a visit with Santa Claus.

Santa will be providing each child a personal Christmas gift for them to enjoy. Children have been selected for this event with the cooperation of the Grand Rapids Police Department, Itasca County Social Services Department, Ross Resources, Grand Rapids Yellow Ribbon Committee, and Kootasca.

Requested City Council Action

Make a motion adopting a resolution accepting \$3,950.00 in donations for the 2019 Shop with a Hero Event.

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING \$3,950.00 IN DONATIONS FROM BLANDIN PAPER COMPANY, FRATERNAL ORDER OF EAGLES, WILLIAM & CINDY MCNICHOLS, 1000 LAKES LODGE #24 FOP AUXILIARY, HILL CITY FIRE RELIEF ASSN, GREENWAY LIONS CLUB, HILL CITY LIONS CLUB, CAP BAKER LIONS CLUB, COHASSET FIRE HOOK & LADDER, BLANDIN FOUNDATION, DANIEL HUNT, NORTHERN STAR COOPERATIVE SVCS and ROSS RESOURCES LTD FOR THE GRAND RAPIDS' POLICE DEPARTMENT EIGHTH ANNUAL SHOP WITH A HERO EVENT

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- Blandin Paper Company donated \$100, Fraternal Order of Eagles donated \$100, William & Cindy McNichols donated \$100, 1000 Lakes Lodge #24 FOP Auxiliary donated \$300, Hill City Fire Relief Assn donated \$300, Greenway Lions Club donated \$500, Hill City Lions Club donated \$500, Cap Baker Lions Club donated \$500, Cohasset Fire Hook & Ladder donated \$650, Blandin Foundation donated \$100, Daniel Hund donated \$200, Northern Star Cooperative Services donated \$300, Grand Rapids Moose Club donated two \$100 Walmart gift cards, Ross Resources Ltd donated \$100 to the Grand Rapids Police Department for the Eighth Annual Shop with a Hero Event.

Adopted this 25th day of November, 2019

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof: ;
and the following voted against same: None, whereby the resolution was declared duly passed
and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0740 **Version:** 1 **Name:** Pam Dowell
Type: Agenda Item **Status:** Consent Agenda
File created: 11/21/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider accepting letter of resignation from the Police Community Advisory Board submitted by Pam Dowell.
Sponsors:
Indexes:
Code sections:
Attachments: [Pam Dowell - Resignation](#)

Date	Ver.	Action By	Action	Result
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Consider accepting letter of resignation from the Police Community Advisory Board submitted by Pam Dowell.

Background Information:

Pam Dowell has submitted her resignation from the PCA Board. This will leave an unexpired non-resident term through December 31, 2020. The letter has been attached for your review.

Staff Recommendation:

City staff is recommending acceptance of resignation from Pam Dowell and authorize filling the vacancy.

Requested City Council Action

Make a motion accepting a resignation from the Police Community Advisory Board submitted by Pam Dowell.

To Honorable Mayor Dale Adams and Members of the Grand Rapids
City Council, MN

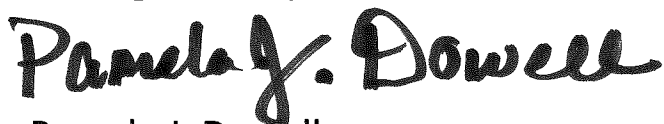
November 21, 2019

Dear Mayor and Council Members,

Due to unforeseen circumstances, I am resigning as a citizen member of
the Grand Rapids Police Advisory Board.

I have enjoyed my time on this board. I have taken the duties and
bylaws seriously on behalf of the citizens of Grand Rapids. I believe my
service was exemplary. I hope others will carry on with outreach
projects that have been started for cross communication with our
citizens and the local police dept.

Most graciously,

A handwritten signature in black ink that reads "Pamela J. Dowell". The signature is written in a cursive, flowing style.

Pamela J. Dowell

608 NW 1st Ave.

Grand Rapids, MN 55744



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0741 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider authorizing the mayor to sign an agreement with ESC Systems and International WHResponse Center for central station monitoring of the fire alarm system and panic alarm system at Grand Rapids city hall for a cost of \$678 per year.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids City Hall Monitoring Agreement](#)
[Grand Rapids City Hall ESC Monitoring Proposal](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the mayor to sign an agreement with ESC Systems and International WHResponse Center for central station monitoring of the fire alarm system and panic alarm system at Grand Rapids city hall for a cost of \$678 per year.

Background Information:

The recent security upgrades to city hall included the installation of a panic button alarm system. In order to provide law enforcement response to city hall in the event a panic button is activated, the system is required to be monitored by a 24-hour central station which notifies Itasca County Dispatch. The fire alarm system will be monitored by the same equipment and service agreement in the event the fire alarm system is activated. Both systems will be monitored for a cost of \$678 per year.

Staff Recommendation:

Staff recommends council authorize the mayor to sign a service agreement with ESC Systems and International WHResponse Center for 24- hour central station monitoring of the panic button alarm system and fire alarm system at city hall for a cost of \$678 per year.

Requested City Council Action

Make a motion authorizing the mayor to sign a service agreement with ESC Systems and International WHResponse Center for 24- hour central station monitoring of the panic button alarm system and fire alarm system at city hall for a cost of \$678 per year.

MONITORING AGREEMENT

This Agreement is made this 11 day of June 2019, by and between (WH International Response Center, LLC ("Company") and ("Subscriber"). Subscriber is sometimes referred to herein as "you" or "your". Subject to the terms and conditions hereinafter set forth, Company agrees to perform monitoring services ("Services") for an electronic security alarm signaling system ("System"), as a subcontractor of ESC Systems ("Dealer"). You understand and agree that your local municipality may require that you obtain a license or permit for the use or monitoring of the System and that you are solely responsible for determining and complying with such obligations.

1. **Termination.** Company may terminate this Agreement at any time upon five (5) days written notice to you.
2. **DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE:**

THAT NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; THAT YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON YOUR PREMISES FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING STATION.

YOU FURTHER UNDERSTAND AND AGREE: THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST OR EXPENSE DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR CONTRIBUTION OR INDEMNIFICATION, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

3. **Data Communications.** The System transmits and receives voice, video and data (collectively, "Signals") via some third-party communications equipment and service (e.g., telephone, cable, wireless, radio or satellite). The communications service may access or incorporate the Internet or some other network. Each communications service may be affected or delayed by any number of factors, natural or human. As a result, the transmission and receipt of Signals, regardless of the equipment or communications service used, may be interrupted, circumvented or otherwise compromised. In addition, the System and communications service may not be supervised. Under such circumstances, if the communications service is interrupted by any cause, there will not be any indication of such interruption at the monitoring facility or otherwise unless Subscriber elects to purchase and use any available form of technology designed to detect and report such an interruption at additional cost. If the communications service is incompatible, inoperative or interrupted, Signals will not be received at the monitoring facility or otherwise. You may elect to purchase and use some form of redundant communication equipment or service or some other form of communication service or equipment as part of the System at additional cost. Following installation, you must confirm that the communications equipment, technology and services used to transmit Signals to and from the System are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment or services (e.g., starting, discontinuing, changing, adding or removing any form of equipment or communication services). You also must test the System, equipment and communications service, periodically, and following changes. You acknowledge that the Company is not responsible to provide or pay for the communications services necessary to enable the System to transmit and receive Signals at the monitoring facility. Further, you understand that (i) a two-way voice system enables Company to "listen-in" to your premises; and (ii) video cameras enables Company to view into your premises. You authorize and consent to Company listening-in and viewing and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company listening-in to or viewing your premises.

4. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

5. **INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) "LISTENING IN" TO COMMUNICATIONS OR AUDIO OR VIDEO RECORDING AT THE PREMISES, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

6. **Suspension of Service.** Should Dealer default under its contract with Company, or upon termination or suspension of Services for any reason, or if the System becomes a "runaway" system or the System excessively signals Company's monitoring station without apparent reason, you authorize Company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all signals received from the System, disconnect the System, or render the System incapable of signaling locally or communicating with the monitoring station by deletion of data necessary to operate the System and Company's obligations hereunder are waived automatically without notice to you.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING.

NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WH International Response Center, LLC

BY: _____

SUBSCRIBER

Signature

(City of Grand Rapids)

Printed Name

420 North Pokegama Ave. Grand Rapids, MN 55744

Address

ESC0196

Account#

7. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall pay, without any right to be reimbursed by Company, all fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.
8. **Binding Agreement.** This Agreement becomes binding upon Company only when signed or approved by an authorized representative of Company. If there are any additions to the Agreement or any of the printed terms and conditions have been altered, deleted or substituted by other wording, then such approval must come from one of the Company's officers. If there are no such additions, alterations, deletions or substitutions, this Agreement becomes binding on the Company upon the commencement of Services.
9. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Minnesota.
10. **Place of Suit.** You and Company each irrevocably agree that all claims, actions or proceedings arising out of or from, in connection with, as a result of, related to or as a consequence of this Agreement or the Services (a "Suit") shall be brought exclusively in the state or federal courts located in the district or county where Company's monitoring station is located and you and Company each irrevocably consent to the exclusive jurisdiction of these courts.
11. **Service of Process.** You and Company each authorize and consent to service of process by U.S. mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).
12. **WAIVER OF TRIAL BY JURY. YOU AND COMPANY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUIT BROUGHT BY EITHER PARTY.**
13. **Contractual Limitation of Actions.** All Suits against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said Suit is barred. The time period in this paragraph must be strictly complied with.
14. **Assignability of Agreement.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company.
15. **Monitoring Service.** Monitoring service consists solely of the calling by telephone of governmental agencies or the telephone number supplied by you in writing ("Proper Authorities") upon receipt of signals transmitted from the System which are codes identified in writing (hereinafter "Listed Codes") or voice communication received from your Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance.
- Notwithstanding anything contained herein to the contrary, you understand and agree that upon receipt of a Listed Code and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact your Premises to verify the necessity to report the receipt of a Listed Code to any other person.
- You understand and agree that Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.
16. **Service Information Obligation of Subscriber.** You shall provide the Company complete and accurate information required to perform Services under this Agreement ("Information") in accordance with the Company's policies. Information shall not become available for use until entered into the Company's database, which shall occur not sooner than the next business day after receipt of the Information at the monitoring station. Oral communications shall not be binding on Company.
17. **INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT.**
18. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.
19. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by you and Company to be binding.
20. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services under this Agreement. You agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any Service to you, and bind you to said subcontractor with the same force and effect as they bind you to Company.
21. **Authorization to Record Communications.** You acknowledge and agree that Company may record video, wire and oral transmissions or communications and hereby consent and authorize Company to so record all such transmissions or communications between you, your agents, servants, employees or representatives and Company.
22. **MEDICAL EMERGENCY SIGNAL. YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S FAILURE OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.**
23. **Subscriber as Surety.** You agree to be a surety for the obligations of Dealer to Company including, without limitation, all charges for Services rendered or to be rendered by Company to you, upon written notice to you that Dealer is in default or breach of its agreement with Company.
24. **Subscriber Obligations.** If the business relationship between you and Dealer terminates, or if you sell or no longer occupy the entire Premises, you shall immediately (i) notify Company in writing, and (ii) deprogram the microprocessor in the alarm panel to delete Company's telephone number and account number.
25. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.
26. **Company as Subcontractor.** You understand and agree that (i) the relationship between Company and Dealer is one of independent contractors where Company is a subcontractor of Dealer and not a partner or joint venturer with Dealer, and (ii) Company shall not be liable to you, directly or indirectly, for any liability of Dealer to you.
27. **Electronic Record.** A copy of this Agreement and signatures delivered by facsimile or e-mail shall be originals for all purposes. We may scan or otherwise convert this Agreement and any Information or other written materials into an electronic and/or digital file, which shall be given the same legal force and effect as the original. We may destroy all written documents or other materials once scanned or converted into an electronic or digital file.
28. **Application Use.** If you access or otherwise use the Service through your Smartphone or similar technology (e.g., iPhone, Droid, iPad, etc.) (collectively, "Application Use"), you alone (i) are entirely responsible to comply with the terms, conditions and directions for any Application Use and (ii) acknowledge that we do not create any Application Use. For ease of reference, the term "Service" throughout this Agreement includes any Application Use.

{revised 07_2012}

ESC Systems

SOUND AND LIFE SAFETY

ENDRESEN SOUND COMPANY

P.O. Box 1095 • 420 Third Avenue • Proctor, MN 55810 • Phone: 218/727-3267

Proposal # 100-11336
Date 6/11/2019

Proposal valid for sixty (60) days from above date.

Name Grand Rapids City Hall
Name c/o _____
Address 420 North Pokegama Ave.
City, ST, ZIP Grand Rapids, MN 55744
TEL: _____
FAX: _____

ESC Systems proposes to provide the following services for:

Providing 24-hour Central Station (UL Certified) monitoring service for a period of One (1) year.

Annual Panic Alarm Central Station Fee \$ 258.00 per year
Annual Cellular Transmission Fee \$ 420.00 per year
(Cellular Transmission allows the customer to forgo having phone lines install to the digital communicator.)

\$ 678.00 Annually, Thereafter
All prices not including tax.

THIS IS NOT AN INVOICE. PLEASE DO NOT SEND PAYMENT.

PROPOSAL TERMS:

Material and labor as required in accordance with above specifications
For the sum of: \$ 678.00 plus tax
Payment terms: NET 30

Acceptance of Proposal:

The above prices are satisfactory and are accepted.
ESC Systems Sound and Life Safety is hereby authorized to complete this contract as specified. Payment will be made as outlined within this contract. By signing below I agree to the General Terms and Conditions on the reverse side of this proposal.

Rudy Stabe

Authorized Representative of ESC Systems Sound and Life Safety

Authorized Signature

June 11, 2019

Date of Proposal

Company Name (if applicable)

Authorized Signature

Date of Acceptance

Monitoring-New

General Terms and Conditions

The following provisions explain your duties and responsibilities to ESC and ESC's duties and responsibilities to you in providing alarm monitoring service to you.

Annual Fee. ESC may increase the annual monitoring fee at any time after twelve (12) months from the date of this Agreement. ESC will give you advance written notice of any increase. If you do not wish to pay the increased fee, you may terminate this Agreement by sending to ESC written notice within thirty (30) days of the date of ESC's notice of increase. If you do not give ESC notice, you will be deemed to consent to the increase.

Monitoring Service—Your Responsibilities. You agree that effective monitoring of alarm signals requires your cooperation. You agree:

1. To regularly test the alarm system and to immediately notify ESC if you find anything wrong. Any repair services performed by ESC shall be billed to you at ESC's hourly rates then in effect.
2. To maintain the alarm system in proper operating condition and to pay all costs of doing so.
3. To avoid doing anything which might damage the alarm system or which might cause false alarms.
4. To keep all account information updated by telling ESC in writing of any changes.
5. To obtain from and pay any city, state and/or other authority for permits or licenses that are required to operate your alarm system and also to pay any fines which may result from false alarms.
6. To comply with all requirements of any monitoring subcontractor.
7. To give ESC access to your property whenever necessary.

Limitation of ESC's Responsibilities and Liabilities. You understand that:

1. ESC has no duty to maintain, repair, service, replace, operate or assure the operation of your alarm system.
2. Alarm systems can be bypassed and may not always operate properly for numerous reasons. THEREFORE, ESC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS, THAT ITS SERVICE WILL AVERT, DETER OR PREVENT ANY LOSS.
3. ESC cannot control the response of fire departments, police departments, emergency medical services or others.
4. ESC is not providing a guard service under this Agreement and the monitoring service cannot take the place of insurance.
5. ESC would have to charge you a much higher price for monitoring service if ESC were going to be responsible for any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss which might occur at the premises where the alarm system is installed.

Therefore, you agree that:

1. ESC is not responsible for design, installation, maintenance or repair of any equipment located at your premises.
2. ESC is not responsible for any interruption of service due to weather, strikes, riots, floods, fires, Acts of God or any other cause beyond its control or the control of the monitoring subcontractor.
3. ESC assumes no liability for services (or lack of services) provided by any monitoring subcontractor.
4. ESC is not responsible for any insurance covering any harm such as business or personal loss, theft of property or money, property damage, personal injury or death or other loss to you or anyone else on your premises.
5. Even if a court decides that a problem with the monitoring service or any other improper or careless activity by ESC or the monitoring subcontractor caused or allowed any harm such as business or personal loss, theft of property or money, property damage, personal injury or death to persons or other loss to you or to others, ESC will owe you only the annual monitoring fee paid by you or \$250, whichever is greater, as liquidated damages and not as a penalty, and this liability shall be complete and exclusive.
6. You hereby release, discharge and agree to defend, indemnify and hold ESC, its employees and agents harmless from any and all claims, liabilities, damages, loss or expenses, including but not limited to attorneys' fees, arising from or caused by any risk related to this Agreement, whether the claim is made by you, your agents or insurance company or by any other party claiming under or through you. You agree to notify your insurance company of this release.

Suspension of this Agreement. It is understood by you that ESC may stop monitoring your alarm system, temporarily, without notice and without liability or penalty, for the following reasons:

1. If in the sole opinion of ESC, too many false alarms or redundant or similar signals from your alarm system are received.
2. If the telephone or radio telemetry system between your alarm system, ESC or any monitoring subcontractor is not working properly.
3. If lightning strikes, floods, fire, equipment failures or other events beyond ESC's control affect the operation of any central monitoring station or the telephone or radio telemetry system.

Termination of This Agreement. It is understood by you that ESC may stop monitoring the alarm system, permanently, without liability or penalty, after ten (10) days written notice, for the following reasons:

1. If, in the sole opinion of ESC, too many false alarms from your alarm system are received.
2. If ESC is legally prevented from monitoring your alarm system.
3. If you do not pay ESC any amount due it, whether due under this Agreement or under another Agreement.

You agree that upon termination, ESC may enter your property to reprogram your alarm system and do whatever is necessary to stop calls from coming to ESC's monitoring system.

If this Agreement is terminated for any reason by either party, there will be no refund of any monitoring fee paid.

Renewal of This Agreement. The Agreement shall automatically renew for additional successive years unless either party gives to the other written notice at least thirty (30) days prior to the expiration of then current term.

Miscellaneous Terms.

1. Everything that you and ESC have agreed on is written in this Agreement. It replaces all earlier agreements and understandings, whether spoken or written. Nothing that you or ESC have said can change this Agreement.
2. This Agreement can only be changed in writing, and the writing must be signed by you and ESC.
3. This Agreement may not be assigned by you except upon prior written consent of ESC. ESC has the right to assign this Agreement to another party without notice to you and may also subcontract any services it may perform under and pursuant to this Agreement.
4. Any notice required to be given under the terms of this Agreement shall be sent in writing by first class mail, to the other party at the address set forth in this Agreement, or at another address if notice of that address is given to the other party.
5. If ESC is required to retain the services of an attorney to enforce any provision of this Agreement, you agree to pay ESC for those services.
6. A determination that any particular term of this Agreement is invalid or unenforceable shall not invalidate any other provision.
7. This Agreement shall be governed by the laws of the State of Minnesota.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0742 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approval of a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Community Infrastructure grant program

Sponsors:

Indexes:

Code sections:

Attachments: [IRRRB Resolution for GR WWTP Improvement project.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Community Infrastructure grant program

Background Information:

The GRPUC Wastewater Treatment Plant (WWTP) treats both domestic and industrial effluent, with the primary industrial customer served being UPM Blandin Paper Company. The effluent from Blandin’s manufacturing process is transported to the WWTP through a two-mile long 30” diameter force main. With the volume of effluent decreasing, a result of the closures of less efficient Paper Machines 3 and 4 (2002) and Paper Machine 5 (2017), it now takes over two hours for the effluent to travel to the WWTP, allowing bacteria to breakdown causing foul gases to form.

Although not completely effective, the GRPUC to date has used costly chemical additives of calcium nitrate, hydrogen peroxide and zinc to combat the foul gases. The proposed project would eliminate the use of chemical treatment and replace it with two SuperOxygenation System units. These units, produced by Eco Oxygen Technologies, are proven, specialized, infrastructure components that substantially increases the dissolved oxygen level in the force main and at the WWTP Primary Clarifier. The dissolved oxygen prevents the formation of hydrogen sulfide, which is the cause of the odor.

This infrastructure, which will be owned and operated by the GRPUC, will improve the quality of life for the residents of Grand Rapids by eliminating odor issues altogether, and provide an environmental benefit of improved water quality by eliminating the discharge of residual chemicals into the Mississippi River. The infrastructure will also significantly reduce GRPUC WWTP operations and maintenance costs that are now passed on to Blandin through rates.

The request to the MN Dept. of IRRR seeks a \$150,000.00 Community Infrastructure grant for this improvement.

Requested City Council Action

Adopt a motion approving a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Community Infrastructure grant program



CITY OF GRAND RAPIDS

Text File

File Number: 19-0742

Agenda Date: 11/25/2019

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Agenda Item

Agenda Number: 14.

Consider approval of a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Development Infrastructure grant program.

Background Information:

The GRPUC Wastewater Treatment Plant (WWTP) treats both domestic and industrial effluent, with the primary industrial customer served being UPM Blandin Paper Company. The effluent from Blandin's manufacturing process is transported to the WWTP through a two-mile long 30" diameter force main. With the volume of effluent decreasing, a result of the closures of less efficient Paper Machines 3 and 4 (2002) and Paper Machine 5 (2017), it now takes over two hours for the effluent to travel to the WWTP, allowing bacteria to breakdown causing foul gases to form.

Although not completely effective, the GRPUC to date has used costly chemical additives of calcium nitrate, hydrogen peroxide and zinc to combat the foul gases. The proposed project would eliminate the use of chemical treatment and replace it with two SuperOxygenation System units. These units, produced by Eco Oxygen Technologies, are proven, specialized, infrastructure components that substantially increases the dissolved oxygen level in the force main and at the WWTP Primary Clarifier. The dissolved oxygen prevents the formation of hydrogen sulfide, which is the cause of the odor.

This infrastructure, which will be owned and operated by the GRPUC, will improve the quality of life for the residents of Grand Rapids by eliminating odor issues altogether, and provide an environmental benefit of improved water quality by eliminating the discharge of residual chemicals into the Mississippi River. The infrastructure will also significantly reduce GRPUC WWTP operations and maintenance costs that are now passed on to Blandin through rates.

The request to the MN Dept. of IRRR seeks a \$300,000.00 Development Infrastructure grant for this improvement.

Requested City Council Action

Adopt a motion approving a resolution authorizing the City to make application to and accept funds from the MN Dept. of IRRR Development Infrastructure grant program.

**CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. ##**

STATE OF MINNESOTA)
COUNTY OF ITASCA)
CITY OF GRAND RAPIDS)

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM
THE MN DEPT. OF IRRR COMMUNITY INFRASTRUCTURE GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the Grand Rapids Wastewater Treatment Plant Improvements: and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project, if approved by the Minnesota Department of IRRR.

NOW THEREFORE BE IT RESOLVED that the authorizing authority of City of Grand Rapids, does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this 25th day of November 2019.

Dale Adams
Mayor

Tom Pagel
City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0743 **Version:** 1 **Name:** Consider approving the 2020-2022 Library Bargaining Unit Contract.
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider approving the 2020-2022 Library Bargaining Unit Contract.
Sponsors:
Indexes:
Code sections:
Attachments: [DRAFT - 2020 to 2022 labor agreement \(with redlining\)](#)
[FINAL - 2020 to 2022 labor agreement \(ready for signing\)](#)

Date	Ver.	Action By	Action	Result
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Consider approving the 2020-2022 Library Bargaining Unit Contract.

Background Information:

We have concluded labor negotiations with the Library Union and have tentatively agreed with the attached proposal. The essential components of the agreements are:

DURATION

3-year agreement

WAGES

2020 - 2.75% COLA
 2021 - 3:00% COLA
 2022 - 2.50% COLA

MISCELLANEOUS

No change in employee group insurance program
 Fair share language removed
 Housekeeping changes

Staff Recommendation:

City Administrator Tom Pagel, Director of Finance Barb Baird, and Director of Human Resources Lynn DeGrio are recommending the approval of the 2020-2022 bargaining agreements for the Library Union.

Requested City Council Action

Make a motion to approve the 2020-2022 Library Bargaining Unit Contract and authorize the Mayor and City Administrator to execute the agreement.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL NO. 3456A**

LIBRARY

January 1, ~~2018~~ 2020 – December 31, ~~2019~~ 2022

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PREAMBLE

This Agreement is made and entered into by and between THE CITY OF GRAND RAPIDS (hereafter the “Employer”) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3456A (hereafter the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the American Federation of State, County & Municipal Employees (“AFSCME”), Council No. 65, Local No. 3456A, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union Member” means a member of AFSCME Council No. 65, Local 3456A.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Library Union as recognized herein.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call Out” means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

Section 2.7. “Full time Employee” means a bargaining unit employee whose normal work week of regularly scheduled hours is forty (40) hours per week.

Section 2.8. “Regular part time employee” means an employee whose normal work week of regularly scheduled hours is less than forty (40) hours per week, but more than fourteen (14) hours per week or 35 percent of the normal work week in the employee’s appropriate unit, and whose employment is not temporary, seasonal, or intermittent.

ARTICLE 3 RECOGNITION

Section 3.1 – Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of employment work and other conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees of the City of Grand Rapids Area Library, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14. All other employees of the City of Grand Rapids whose job classifications are not included in Appendix A to this Agreement are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2 – Individual Agreements. The Employer agrees that during the term of this Agreement it will not enter into any agreement regarding terms and conditions of employment of for the employees in this bargaining unit with any other labor organization, nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

ARTICLE 4 UNION DUES, CHECK OFF

Section 4.1 – Union Security. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member shall may have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union. ~~Any employee of the bargaining unit who is not a member of the Union shall pay to the Union a fair share fee for services rendered by the Union pursuant to Minn. Stat. § 179A.06, subd. 3, as amended. The fair share fee for any employee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues. Fair share fee employees shall receive equal representation.~~

Section 4.2 – Check off. The Employer shall deduct each pay period from the wages of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are regular Union dues; such deductions to be transmitted to the Union (address to be supplied by the Union). The Union will periodically keep the Employer advised in writing of the respective amounts of the dues ~~and fair share fees~~, which shall be deducted. The Employer shall remit such deductions to the Union along with a list of the names of the employees from whose

wages deductions were made. It shall be the Union's sole responsibility to determine the amount of the actual dues deductions and to provide the information to the Employer in a timely manner.

Section 4.3 – Indemnity. The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken by the Employer related to Sections 4.1 or 4.2 of this Article.

Section 4.4 – Bulletin Board. A designated bulletin board shall be made available to the Union for the exclusive purpose of posting Union business notices. All notices posted on the bulletin board shall be initiated either by the Business Representative or a steward and a copy furnished by the Union to the Library Director at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication, or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

Section 4.5 – Stewards. The Employer agrees to recognize stewards elected or selected by the Union as provided in this Section, subject to the following stipulations:

- 1) The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- 2) Stewards shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. The management of the Library and the direction of the working forces are vested exclusively in the Employer except as expressly modified or restricted by a specific provision of this Agreement. The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy 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 ~~organizations~~—organizational structure, the selection, direction, and determination of number of personnel, the transfer, alteration, curtailment or discontinuance of any service, the establishment and enforcement of reasonable rules and regulations, the change of existing methods, equipment, or facilities, the contracting with vendors or others for goods or services, the hiring, recall, transfer, promotion, demotion, suspension, discipline, and discharge of

employees for good and sufficient reason, and the laying off of employees because of lack of work or for other legitimate reasons.

Section 5.2. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 5.3. Nothing in this Agreement shall prevent the Employer from utilizing or permitting volunteer assistance in the Library. In the event that the Union desires to meet and confer with the Employer regarding the use of volunteers at the Library, the Union shall make a written request to meet and confer and file the same with the City Administrator. Within sixty (60) days of receipt of the request from the Union, the Employer and Union shall schedule a mutually acceptable time and place to meet and confer.

ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL

Section 6.1 – Scheduling. The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Library. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor. Employees may not switch shifts with other employees if doing so will result in overtime payment.

Section 6.2 – Hours of Work. The normal work week for full-time employees shall be forty (40) hours, measured from Sunday through the following Saturday. The regular work day shall be eight (8) working hours, falling between 8:00 a.m. and the scheduled closing time of the Library. This Section shall not be construed as a guarantee that employees will be scheduled to work the regular work day or normal work week on a regular or permanent basis. It is agreed that no employee shall be vested with the right to any guaranteed number of work hours.

Section 6.3 – Breaks. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee’s immediate supervisor. The lunch period shall be unpaid but in the event the supervisor is unable to permit the employee to take the lunch period, the scheduled duration of the lunch period shall be considered as time worked.

Section 6.4 – Attendance. Regular and punctual attendance at work shall be required of all employees. Employees shall submit verified time records on a form supplied by the Employer. The Employer reserves the right to implement the use of time clocks if deemed appropriate by the Employer in its discretion.

Section 6.5 – Payroll. The payroll work week shall begin at 12:01 a.m. Sunday and shall continue through 12:00 midnight Saturday. Payroll shall be bi-weekly and paychecks shall be distributed to employees on Fridays every other week. The Employer may maintain up to a two week hold-back for payroll purposes.

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If no work is available or if the employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee's applicable regular hourly rate of pay.

Section 6.7 – Call Out. An Employee who is called out to return to work prior to the employee's next scheduled reporting time shall receive a minimum of three (3) hours of pay at the employee's regular hourly rate of pay. The Employer may require the employee to work a minimum of three (3) hours. The three-hour minimum does not apply to hours immediately preceding or following a scheduled shift.

Section 6.8 – Additional Saturdays – Sundays. Without waiving the Employer's authority to determine and modify employee work schedules pursuant to Section 6.1, the Employer will meet and confer with the Union before scheduling bargaining unit employees to work Sundays or summer Saturdays.

ARTICLE 7 OVERTIME

Section 7.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any normal workweek.
- 3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 7.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 8 COMPENSATORY TIME

~~Section 8.1. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such request for payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.~~

~~Section 8.2. The maximum amount of hours that may be in the compensatory time bank at any given time is thirty (30) hours. For each hour of overtime accumulated, the employee shall be entitled to one and one-half (1-1/2) hours of work without loss of pay (pursuant to the Federal Fair Labor Standards Act).~~

~~Section 8.3. An employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by Section 8.2. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.~~

Section 8.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the

Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 8.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 8.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 8.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

ARTICLE 9 HOLIDAYS

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's regular rate of pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Christmas Eve	Christmas Day
Friday after Thanksgiving Day	Memorial Day
Independence Day	½ day holiday on the Saturday after Thanksgiving

Not later than the first meeting of each year the Library Board will establish the calendar of days when holidays will be celebrated during the year.

When an official holiday as specified above herein falls on a day of the week when the library would normally be closed (e.g., Sunday), the work day preceding or following the holiday shall

be designated by the Library Board, or alternatively the Library Director if the Library Board does not make the designation, as the paid holiday. If an employee is not scheduled to work on an above official holiday and that holiday falls on a day of the week when the library would normally be open, the employee shall be given another day off, which shall be scheduled and taken by the employee at a later date with the supervisor's approval.

If the library is open and an employee works on the Saturday immediately prior to any of the following holidays: Martin Luther King Jr. Day, Presidents' Day, Memorial Day or Labor Day; the employee shall receive premium pay of \$.50/hour for all hours worked on that Saturday.

Section 9.2 – Part Time. Regular part time employees, as defined in Section 2.8, shall be eligible for pro-rated holiday pay.

Section 9.3 – Eligibility. To be eligible for holiday pay, an employee must be in pay status on the scheduled workday immediately preceding and following the holiday. Holidays that occur on a day on which the employee is using his or her flexible time off shall not be charged as flexible time off time.

Section 9.4 – Holidays Worked. When an employee is required to work on a designated holiday, the employee shall be paid premium pay at the time and one half rate in addition to the holiday pay for which the employee is eligible.

ARTICLE 10 FLEXIBLE TIME OFF

Section 10.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the ~~Union~~ City shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 10.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 10.3 – Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 4th anniversary through the 9th	<u>20</u>	<u>160</u>	<u>6.15</u>
After the 9th anniversary through the 14th anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14th anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

Regular part-time employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

The City's computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 10.4 – Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days per Year	Hours Per Year	Hours Per 80 hour Pay Period
4	32	1.2308

8	64	2.4616
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January 1, 2020 employees currently employed by the City of Grand Rapids will receive a one-time deposit of 80 hours of EMB time placed into their EMB bank.

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

**ARTICLE 11
LEAVES OF ABSENCE**

Section 11.1 – Jury or Witness Duty. An employee subpoenaed as a witness in connection with the employee’s official duties or called for jury duty shall turn into the Payroll Department any per diems received less mileage for such duty in order to receive their regular wages for the scheduled day missed. An employee may not use flexible time off time or compensation time in order to keep per diems. If an employee is excused early from jury duty, the employee must return to work promptly.

Section 11.2 – Workers’ Compensation Leave. Employees shall be entitled to the benefits of the Minnesota Workers’ Compensation Act for work-related injuries.

Section 11.3 – Military Leave. Employees shall be granted leave of absence for purposes of military service to the extent required by applicable law.

Section 11.4 – FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has used all accumulated Flexible Time Off and Extended Medical Benefit, parenting leave and FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee’s name removed from the payroll. An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician’s certification stating that the employee is fit to return to the duties of the employee’s position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further extension of the six (6) month leave will be granted or denied at the Employer’s sole discretion.

In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor’s report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee’s request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer’s decision provided the Union and

employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

Section 11.6 – Leave for Union Activities. Employees shall be allowed time off without pay for union activities, subject to advance notice to the Director and the Director's approval, both with respect to the requested leave and the specific employee selected to attend the activity, as follows:

- 1) Nine (9) days bi-annually to attend the International Convention (one (1) employee).
- 2) Five (5) days to attend State Federation of Labor Convention (one (1) employee).
- 3) Two (2) days to attend Minnesota State Council 65 Convention (two (2) employees).

ARTICLE 12 INSURANCE BENEFITS

Section 12.1. Health and Welfare. In ~~2018 and 2019~~ 2020, 2021 and 2022, while the Local 49 Health and Welfare fund is the insurance provider for employees' health, medical, dental, vision and life insurance and employees are not able to opt out of coverage, the City will cover the full cost of the insurance premium. If during the term of this Agreement the City changes insurance providers in accordance with Section 12.6 below, the City and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 12.4 of this Article.

Section 12.2 – Life Insurance. The Employer will provide and pay the premium for eligible full time employees and part-time employees (as defined under Sections 2.7 and 2.8) for a policy of group life insurance in the minimum policy amount of \$10,000 per employee during the term of this Agreement.

Section 12.3 – Eligibility. Eligibility for insurance coverages under this Article shall commence on the first of the month immediately following one complete month of employment.

Section 12.4 – Employer's Obligation. The Employer's obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of the Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

Section 12.5. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 12.6. The designation of the insurance carrier in Section 12.1 is inserted for the purpose of defining benefits only, and the Employer reserves the right to provide the insurance coverage referred to in this Article through a carrier of the Employer's choice so long as the level of benefits is substantially equivalent.

ARTICLE 13 SENIORITY

Section 13.1 – Definition. Seniority is defined based on the total number of hours of paid service during the employee's continuous employment with the Employer since the employee's most recent date of hire. There shall be bargaining unit seniority, based on the employee's total number of hours of paid service in the bargaining unit, and classification seniority, based on the employee's total number of hours of paid service in the employee's current classification. Seniority is applicable only as expressly provided in this Agreement.

Section 13.2. – Probation. All newly appointed employees and all employees returning after a break in service shall be designated as "probationary" and must successfully complete a probationary period of service in the position to which appointed. The probationary period shall be 1,040 hours or six calendar months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. The Director has discretion to extend the probationary period up to an additional 1,040 hours or six calendar months, whichever occurs first, upon notice to the Union. During the probationary period or extension thereof, a probationary employee may be suspended, demoted or discharged without recourse through the grievance procedure of this Agreement and such action by the Employer shall not be deemed a breach of this Agreement. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and credited for hours worked retroactive to the date of hire.

Section 13.3 – Layoffs. In the event the Employer determines the need to reduce its workforce by reducing the number of employees, the Employer will determine the positions to be affected by the layoff based on whatever reorganization of duties and functions the Employer determines to be necessary. The job responsibilities of the selected position shall be filled by the best qualified non-probationary employees within the Library, based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned.

In the event that the Employer determines the need to reduce its work force by reducing the number of employees in a specific classification, where the layoff does not involve a reorganization of duties and functions, the Employer will lay off employees by classification by seniority. The following steps will be followed:

- 1) Layoffs shall be accomplished by inverse seniority in the classification affected.

- 2) Employees shall receive no less than seven (7) days notice of layoff when reasonably possible.
- 3) An employee who has received notice of layoff shall be entitled to exercise seniority rights to bump an employee in another classification who has less seniority in the classification, provided the bumping employee has previously served in and successfully complete the probationary period in the classification in which the employee seeks to bump.

Notwithstanding any of the provisions of this Agreement dealing with the order of layoff, employees whose services are, in the sole discretion of the Employer, necessary to ensure efficient operation may be retained irrespective of length of service.

Full time employees who are terminated due to position elimination shall receive up to \$2,000 of out-placement services. The Employer will continue its contribution towards the City's health insurance plan not to exceed six (6) months. If the employee obtains other employment during the six months period and is eligible to receive health insurance benefits from that employer, the Employer's health insurance premium payment benefit will cease.

Section 13.4 – Recall. Recall to employment will be made in the reverse order of layoff in a classification. An employee shall retain recall rights following layoff for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is less. Failure of an employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer.

Section 13.5 – Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;
- 3) The employee fails or refuses to return from a leave of absence at its stated dated of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;
- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

Section 13.6 – Vacancies. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of five (5) days announcing the vacancy. The Employer may fill vacancies by posting internally and externally for applicants.

Preference shall be given to senior employees over junior employees and external applicants provide that the applicants' qualifications are equal in the Employer's judgment. In judging qualifications, the Employer will consider the following factors:

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training
- 6) past and present work record
- 7) responses to interview questions

The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is best qualified for the position. Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period as provided in Section 13.2.

If a vacancy is awarded to a current employee, the employee shall have a maximum trial period of thirty (30) days to demonstrate proficiency at performing the new job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's judgment. The employee will then be returned to the employee's former position.

Section 13.7 – Transfers. Employees may voluntarily apply and compete for lateral transfer to a posted vacant position in accordance with the procedures set forth in Section 13.6 of this Article. The Library Director may transfer an employee from one position to another without posting if both positions are assigned to the same class and salary range.

ARTICLE 14 DISCIPLINE, RESIGNATION

Section 14.1 – Discipline. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident.

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

Section 14.3 – Failure to Report. If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work or could not notify the Employer of his/her absence because

of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 – Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation or application of the specific terms or provisions contained in this Agreement. For disciplinary matters, only written warnings, suspensions, or discharges, which become part of the employee’s personnel file, shall be grievable.

Section 15.2 – Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 15.3 – Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 15.3.

Section 15.4 – Grievance Procedure. A grievance, as defined by Section 15.1, 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 ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 15.6 – Arbitration. Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request 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 held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 15.7 – Arbitrator 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. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 15.8 – 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 and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately ~~appel~~ appeal the grievance to the next Step. The Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

Section 15.9 – Union Authority. At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the term of this Agreement to the satisfaction of the Union Executive Committee.

Section ~~15.10~~ 15.10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure ~~other than~~ as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement of the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

**ARTICLE 16
MISCELLANEOUS**

Section 16.1 – Training. Employees who are assigned by the Employer to attend a workshop, seminar or training session shall have their actual hours of attendance and reasonable and necessary travel time counted as “hours worked” under this Agreement.

Section 16.2 – Meal and Travel Allowances. Employees shall be reimbursed for meal and travel expenses necessarily incurred with the prior approval and at the direction of the Employer, in accordance with the then-current meal and travel allowance policies of the Employer.

**ARTICLE 17
WAGES, CLASSIFICATIONS**

Section 17.1 – Wages. The wage schedule set forth in Appendix A-1 attached shall be effective for classifications of employees within the bargaining unit during the term of this Agreement.

Section 17.2 – New Classifications. If a new classification is added to the staff, such classification will become subject to the terms and conditions of this Agreement upon mutual agreement between the Employer and the Union, or upon a unit clarification order promulgated by the Bureau of Mediation Services.

**ARTICLE 18
NO STRIKE, NO LOCK-OUT**

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

**ARTICLE 19
COMPLETE AGREEMENT, SEPARABILITY**

Section 19.1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

Section 19.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 19.4. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

Section 19.5. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE 20 TERM OF AGREEMENT

This Agreement shall take effect January 1, 2020 and continue in effect and in force through the 31st day of December, ~~2019-2022~~ and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, ~~2020~~ 2023.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the respective date and year written below.

CITY OF GRAND RAPIDS

**LOCAL 3456A, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO**

By: _____
Dale Adams, Mayor

By: _____
Troy Bauch, Labor Rep./Organizer
AFSCME Council 65

By: _____
Tom Pagel, City Administrator

By: _____
John Nalan, President

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Library Unit (as the unit is defined by the Employer) who have the following job classifications:

Library Public Services Clerk I
Library Public Services Clerk – Children’s
Library Public Services Clerk - Circulation
Library Volunteer Coordinator
Library Cataloging Technician
Children’s Librarian
Reference Librarian

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

LIBRARY UNION APPENDIX A-1: CLASSIFICATION AND RATES OF PAY CONTRACT 2020-2022						LONGEVITY PAY SCHEDULE		
	STEP 1 0-6 Months	STEP 2 7-12 Months	STEP 3 13-18 Months	STEP 4 19-24 Months	STEP 5 24 + Months	\$0.25 15 YEARS	\$0.50 20 YEARS	\$0.75 25 YEARS
Effective 1/1/2020 2.75%	1.0275							
Public Svcs-Clerk I	16.74	17.20	17.66	18.13	18.60	18.85	19.10	19.35
Public Svcs Clerk-Children's	19.23	19.77	20.30	20.84	21.37	21.62	21.87	22.12
Public Svcs Clerk-Circulation	19.23	19.77	20.30	20.84	21.37	21.62	21.87	22.12
Volunteer Coordinator	21.35	21.94	22.53	23.13	23.72	23.97	24.22	24.47
Childrens Librarian	23.93	24.59	25.26	25.92	26.58	26.83	27.08	27.33
Cataloging Technician	24.04	24.71	25.38	26.05	26.72	26.97	27.22	27.47
Reference Librarian	24.19	24.82	25.52	26.20	26.87	27.12	27.37	27.62
Effective 1/1/2021 3.0%	1.0300							
Public Svcs-Clerk I	17.24	17.72	18.19	18.67	19.16	19.41	19.66	19.91
Public Svcs Clerk-Children's	19.81	20.36	20.91	21.47	22.01	22.26	22.51	22.76
Public Svcs Clerk-Circulation	19.81	20.36	20.91	21.47	22.01	22.26	22.51	22.76
Volunteer Coordinator	21.99	22.60	23.21	23.82	24.43	24.68	24.93	25.18
Childrens Librarian	24.65	25.33	26.02	26.70	27.38	27.63	27.88	28.13
Cataloging Technician	24.76	25.45	26.14	26.83	27.52	27.77	28.02	28.27
Reference Librarian	24.91	25.57	26.29	26.99	27.68	27.93	28.18	28.43
Effective 1/1/2022 2.5%	1.0250							
Public Svcs-Clerk I	17.67	18.16	18.64	19.14	19.64	19.89	20.14	20.39
Public Svcs Clerk-Children's	20.31	20.87	21.43	22.01	22.56	22.81	23.06	23.31
Public Svcs Clerk-Circulation	20.31	20.87	21.43	22.01	22.56	22.81	23.06	23.31
Volunteer Coordinator	22.54	23.17	23.79	24.42	25.04	25.29	25.54	25.79
Childrens Librarian	25.27	25.96	26.67	27.37	28.06	28.31	28.56	28.81
Cataloging Technician	25.38	26.09	26.79	27.50	28.21	28.46	28.71	28.96
Reference Librarian	25.54	26.21	26.95	27.66	28.37	28.62	28.87	29.12

The above rates of pay are based on dollars per hour.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL NO. 3456A**

LIBRARY

January 1, 2020 – December 31, 2022

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PREAMBLE

This Agreement is made and entered into by and between THE CITY OF GRAND RAPIDS (hereafter the “Employer”) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3456A (hereafter the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the American Federation of State, County & Municipal Employees (“AFSCME”), Council No. 65, Local No. 3456A, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union Member” means a member of AFSCME Council No. 65, Local 3456A.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Library Union as recognized herein.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call Out” means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

Section 2.7. “Full time Employee” means a bargaining unit employee whose normal work week of regularly scheduled hours is forty (40) hours per week.

Section 2.8. “Regular part time employee” means an employee whose normal work week of regularly scheduled hours is less than forty (40) hours per week, but more than fourteen (14) hours per week or 35 percent of the normal work week in the employee’s appropriate unit, and whose employment is not temporary, seasonal, or intermittent.

ARTICLE 3 RECOGNITION

Section 3.1 – Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees of the City of Grand Rapids Area Library, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14. All other employees of the City of Grand Rapids whose job classifications are not included in Appendix A to this Agreement are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2 – Individual Agreements. The Employer agrees that during the term of this Agreement it will not enter into any agreement regarding terms and conditions of employment for the employees in this bargaining unit with any other labor organization, nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

ARTICLE 4 UNION DUES, CHECK OFF

Section 4.1 – Union Security. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member may have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union.

Section 4.2 – Check off. The Employer shall deduct each pay period from the wages of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are regular Union dues; such deductions to be transmitted to the Union (address to be supplied by the Union). The Union will periodically keep the Employer advised in writing of the respective amounts of the dues, which shall be deducted. The Employer shall remit such deductions to the Union along with a list of the names of the employees from whose

wages deductions were made. It shall be the Union's sole responsibility to determine the amount of the actual dues deductions and to provide the information to the Employer in a timely manner.

Section 4.3 – Indemnity. The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the

future arising out of or by reason of any action taken or not taken by the Employer related to Sections 4.1 or 4.2 of this Article.

Section 4.4 – Bulletin Board. A designated bulletin board shall be made available to the Union for the exclusive purpose of posting Union business notices. All notices posted on the bulletin board shall be initiated either by the Business Representative or a steward and a copy furnished by the Union to the Library Director at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication, or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

Section 4.5 – Stewards. The Employer agrees to recognize stewards elected or selected by the Union as provided in this Section, subject to the following stipulations:

- 1) The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- 2) Stewards shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. The management of the Library and the direction of the working forces are vested exclusively in the Employer except as expressly modified or restricted by a specific provision of this Agreement. The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy 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, the selection, direction, and determination of number of personnel, the transfer, alteration, curtailment or discontinuance of any service, the establishment and enforcement of reasonable rules and regulations, the change of existing methods, equipment, or facilities, the contracting with vendors or others for goods or services, the hiring, recall, transfer, promotion, demotion, suspension, discipline, and discharge of employees for good and sufficient reason, and the laying off of employees because of lack of work or for other legitimate reasons.

Section 5.2. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 5.3. Nothing in this Agreement shall prevent the Employer from utilizing or permitting volunteer assistance in the Library. In the event that the Union desires to meet and confer with the Employer regarding the use of volunteers at the Library, the Union shall make a written request to meet and confer and file the same with the City Administrator. Within sixty (60) days of receipt of the request from the Union, the Employer and Union shall schedule a mutually acceptable time and place to meet and confer.

ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL

Section 6.1 – Scheduling. The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Library. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor. Employees may not switch shifts with other employees if doing so will result in overtime payment.

Section 6.2 – Hours of Work. The normal work week for full-time employees shall be forty (40) hours, measured from Sunday through the following Saturday. The regular work day shall be eight (8) working hours, falling between 8:00 a.m. and the scheduled closing time of the Library. This Section shall not be construed as a guarantee that employees will be scheduled to work the regular work day or normal work week on a regular or permanent basis. It is agreed that no employee shall be vested with the right to any guaranteed number of work hours.

Section 6.3 – Breaks. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee’s immediate supervisor. The lunch period shall be unpaid but in the event the supervisor is unable to permit the employee to take the lunch period, the scheduled duration of the lunch period shall be considered as time worked.

Section 6.4 – Attendance. Regular and punctual attendance at work shall be required of all employees. Employees shall submit verified time records on a form supplied by the Employer. The Employer reserves the right to implement the use of time clocks if deemed appropriate by the Employer in its discretion.

Section 6.5 – Payroll. The payroll work week shall begin at 12:01 a.m. Sunday and shall continue through 12:00 midnight Saturday. Payroll shall be bi-weekly and paychecks shall be distributed to employees on Fridays every other week. The Employer may maintain up to a two week hold-back for payroll purposes.

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If not work is available or if the

employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee's applicable regular hourly rate of pay.

Section 6.7 – Call Out. An Employee who is called out to return to work prior to the employee's next scheduled reporting time shall receive a minimum of three (3) hours of pay at the employee's regular hourly rate of pay. The Employer may require the employee to work a minimum of three (3) hours. The three-hour minimum does not apply to hours immediately preceding or following a scheduled shift.

Section 6.8 – Additional Saturdays – Sundays. Without waiving the Employer's authority to determine and modify employee work schedules pursuant to Section 6.1, the Employer will meet and confer with the Union before scheduling bargaining unit employees to work Sundays or summer Saturdays.

ARTICLE 7 OVERTIME

Section 7.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any normal workweek.
- 3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 7.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 8 COMPENSATORY TIME

Section 8.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 8.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 8.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 8.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

ARTICLE 9 HOLIDAYS

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's regular rate of pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Christmas Eve	Christmas Day
Friday after Thanksgiving Day	Memorial Day
Independence Day	½ day holiday on the Saturday after Thanksgiving

Not later than the first meeting of each year the Library Board will establish the calendar of days when holidays will be celebrated during the year.

When an official holiday as specified above herein falls on a day of the week when the library would normally be closed (e.g., Sunday), the work day preceding or following the holiday shall be designated by the Library Board, or alternatively the Library Director if the Library Board does not make the designation, as the paid holiday. If an employee is not scheduled to work on an above official holiday and that holiday falls on a day of the week when the library would normally be open, the employee shall be given another day off, which shall be scheduled and taken by the employee at a later date with the supervisor's approval.

If the library is open and an employee works on the Saturday immediately prior to any of the following holidays: Martin Luther King Jr. Day, Presidents' Day, Memorial Day or Labor Day; the employee shall receive premium pay of \$.50/hour for all hours worked on that Saturday.

Section 9.2 – Part Time. Regular part time employees, as defined in Section 2.8, shall be eligible for pro-rated holiday pay.

Section 9.3 – Eligibility. To be eligible for holiday pay, an employee must be in pay status on the scheduled workday immediately preceding and following the holiday. Holidays that occur on a day on which the employee is using his or her flexible time off shall not be charged as flexible time off time.

Section 9.4 – Holidays Worked. When an employee is required to work on a designated holiday, the employee shall be paid premium pay at the time and one half rate in addition to the holiday pay for which the employee is eligible.

ARTICLE 10 FLEXIBLE TIME OFF

Section 10.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 10.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions,

policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 10.3 – Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 4th anniversary through the 9th	<u>20</u>	<u>160</u>	<u>6.15</u>
After the 9th anniversary through the 14th anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14th anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

Regular part-time employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

The City’s computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 10.4 – Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

January 1, 2020 employees currently employed by the City of Grand Rapids will receive a one-time deposit of 80 hours of EMB time placed into their EMB bank.

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

ARTICLE 11 LEAVES OF ABSENCE

Section 11.1 – Jury or Witness Duty. An employee subpoenaed as a witness in connection with the employee's official duties or called for jury duty shall turn into the Payroll Department any per diems received less mileage for such duty in order to receive their regular wages for the scheduled day missed. An employee may not use flexible time off time or compensation time in order to keep per diems. If an employee is excused early from jury duty, the employee must return to work promptly.

Section 11.2 – Workers' Compensation Leave. Employees shall be entitled to the benefits of the Minnesota Workers' Compensation Act for work-related injuries.

Section 11.3 – Military Leave. Employees shall be granted leave of absence for purposes of military service to the extent required by applicable law.

Section 11.4 – FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has used all accumulated Flexible Time Off and Extended Medical Benefit, parenting leave and FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee's name removed from the payroll.

An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician's certification stating that the employee is fit to return to the duties of the employee's position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion.

In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

Section 11.6 – Leave for Union Activities. Employees shall be allowed time off without pay for union activities, subject to advance notice to the Director and the Director's approval, both with respect to the requested leave and the specific employee selected to attend the activity, as follows:

- 1) Nine (9) days bi-annually to attend the International Convention (one (1) employee).
- 2) Five (5) days to attend State Federation of Labor Convention (one (1) employee).
- 3) Two (2) days to attend Minnesota State Council 65 Convention (two (2) employees).

ARTICLE 12 INSURANCE BENEFITS

Section 12.1. Health and Welfare. In 2020, 2021 and 2022, while the Local 49 Health and Welfare fund is the insurance provider for employees' health, medical, dental, vision and life insurance and employees are not able to opt out of coverage, the City will cover the full cost of the insurance premium. If during the term of this Agreement the City changes insurance providers in accordance with Section 12.6 below, the City and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 12.4 of this Article.

Section 12.2 – Life Insurance. The Employer will provide and pay the premium for eligible full time employees and part-time employees (as defined under Sections 2.7 and 2.8) for a policy of group life insurance in the minimum policy amount of \$10,000 per employee during the term of this Agreement.

Section 12.3 – Eligibility. Eligibility for insurance coverages under this Article shall commence on the first of the month immediately following one complete month of employment.

Section 12.4 – Employer’s Obligation. The Employer’s obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee’s claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of the Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

Section 12.5. Life insurance and the Employer’s contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 12.6. The designation of the insurance carrier in Section 12.1 is inserted for the purpose of defining benefits only, and the Employer reserves the right to provide the insurance coverage referred to in this Article through a carrier of the Employer’s choice so long as the level of benefits is substantially equivalent.

ARTICLE 13 SENIORITY

Section 13.1 – Definition. Seniority is defined based on the total number of hours of paid service during the employee’s continuous employment with the Employer since the employee’s most recent date of hire. There shall be bargaining unit seniority, based on the employee’s total number of hours of paid service in the bargaining unit, and classification seniority, based on the employee’s total number of hours of paid service in the employee’s current classification. Seniority is applicable only as expressly provided in this Agreement.

Section 13.2. – Probation. All newly appointed employees and all employees returning after a break in service shall be designated as “probationary” and must successfully complete a probationary period of service in the position to which appointed. The probationary period shall be 1,040 hours or six calendar months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. The Director has discretion to extend the probationary period up to an additional 1,040 hours or six calendar months, whichever occurs first, upon notice to the Union. During the probationary period or extension thereof, a probationary employee may be suspended, demoted or discharged without recourse through the grievance procedure of this Agreement and such action by the Employer shall not be deemed a breach of this Agreement. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and credited for hours worked retroactive to the date of hire.

Section 13.3 – Layoffs. In the event the Employer determines the need to reduce its workforce by reducing the number of employees, the Employer will determine the positions to be affected

by the layoff based on whatever reorganization of duties and functions the Employer determines to be necessary. The job responsibilities of the selected position shall be filled by the best qualified non-probationary employees within the Library, based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned.

In the event that the Employer determines the need to reduce its work force by reducing the number of employees in a specific classification, where the layoff does not involve a reorganization of duties and functions, the Employer will lay off employees by classification by seniority. The following steps will be followed:

- 1) Layoffs shall be accomplished by inverse seniority in the classification affected.
- 2) Employees shall receive no less than seven (7) days notice of layoff when reasonably possible.
- 3) An employee who has received notice of layoff shall be entitled to exercise seniority rights to bump an employee in another classification who has less seniority in the classification, provided the bumping employee has previously served in and successfully complete the probationary period in the classification in which the employee seeks to bump.

Notwithstanding any of the provisions of this Agreement dealing with the order of layoff, employees whose services are, in the sole discretion of the Employer, necessary to ensure efficient operation may be retained irrespective of length of service.

Full time employees who are terminated due to position elimination shall receive up to \$2,000 of out-placement services. The Employer will continue its contribution towards the City's health insurance plan not to exceed six (6) months. If the employee obtains other employment during the six months period and is eligible to receive health insurance benefits from that employer, the Employer's health insurance premium payment benefit will cease.

Section 13.4 – Recall. Recall to employment will be made in the reverse order of layoff in a classification. An employee shall retain recall rights following layoff for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is less. Failure of an employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer.

Section 13.5 – Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;

- 3) The employee fails or refuses to return from a leave of absence at its stated dated of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;
- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

Section 13.6 – Vacancies. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of five (5) days announcing the vacancy. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provide that the applicants' qualifications are equal in the Employer's judgment. In judging qualifications, the Employer will consider the following factors:

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training
- 6) past and present work record
- 7) responses to interview questions

The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is best qualified for the position. Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period as provided in Section 13.2.

If a vacancy is awarded to a current employee, the employee shall have a maximum trial period of thirty (30) days to demonstrate proficiency at performing the new job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's judgment. The employee will then be returned to the employee's former position.

Section 13.7 – Transfers. Employees may voluntarily apply and compete for lateral transfer to a posted vacant position in accordance with the procedures set forth in Section 13.6 of this Article. The Library Director may transfer an employee from one position to another without posting if both positions are assigned to the same class and salary range.

ARTICLE 14 DISCIPLINE, RESIGNATION

Section 14.1 – Discipline. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The parties recognize the

principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident.

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

Section 14.3 – Failure to Report. If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work or could not notify the Employer of his/her absence because of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 – Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation or application of the specific terms or provisions contained in this Agreement. For disciplinary matters, only written warnings, suspensions, or discharges, which become part of the employee's personnel file, shall be grievable.

Section 15.2 – Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 15.3 – Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 15.3.

Section 15.4 – Grievance Procedure. A grievance, as defined by Section 15.1, 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 ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 15.6 – Arbitration. Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request 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 held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 15.7 – Arbitrator 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. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 15.8 – 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 and 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 Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

Section 15.9 – Union Authority. At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the term of this Agreement to the satisfaction of the Union Executive Committee.

Section 15.10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee

shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 16 MISCELLANEOUS

Section 16.1 – Training. Employees who are assigned by the Employer to attend a workshop, seminar or training session shall have their actual hours of attendance and reasonable and necessary travel time counted as “hours worked” under this Agreement.

Section 16.2 – Meal and Travel Allowances. Employees shall be reimbursed for meal and travel expenses necessarily incurred with the prior approval and at the direction of the Employer, in accordance with the then-current meal and travel allowance policies of the Employer.

ARTICLE 17 WAGES, CLASSIFICATIONS

Section 17.1 – Wages. The wage schedule set forth in Appendix A-1 attached shall be effective for classifications of employees within the bargaining unit during the term of this Agreement.

Section 17.2 – New Classifications. If a new classification is added to the staff, such classification will become subject to the terms and conditions of this Agreement upon mutual agreement between the Employer and the Union, or upon a unit clarification order promulgated by the Bureau of Mediation Services.

ARTICLE 18 NO STRIKE, NO LOCK-OUT

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

ARTICLE 19
COMPLETE AGREEMENT, SEPARABILITY

Section 19.1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

Section 19.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 19.4. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

Section 19.5. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE 20
TERM OF AGREEMENT

This Agreement shall take effect January 1, 2020 and continue in effect and in force through the 31st day of December, 2022 and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, 2023.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the respective date and year written below.

CITY OF GRAND RAPIDS

**LOCAL 3456A, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO**

By: _____
Dale Adams, Mayor

By: _____
Troy Bauch, Labor Rep./Organizer
AFSCME Council 65

By: _____
Tom Pagel, City Administrator

By: _____
John Nalan, President

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Library Unit (as the unit is defined by the Employer) who have the following job classifications:

Library Public Services Clerk I
Library Public Services Clerk – Children’s
Library Public Services Clerk - Circulation
Library Volunteer Coordinator
Library Cataloging Technician
Children’s Librarian
Reference Librarian

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

LIBRARY UNION APPENDIX A-1: CLASSIFICATION AND RATES OF PAY CONTRACT 2020-2022						LONGEVITY PAY SCHEDULE		
	STEP 1 0-6 Months	STEP 2 7-12 Months	STEP 3 13-18 Months	STEP 4 19-24 Months	STEP 5 24 + Months	\$0.25 15 YEARS	\$0.50 20 YEARS	\$0.75 25 YEARS
Effective 1/1/2020 2.75%	1.0275							
Public Svcs-Clerk I	16.74	17.20	17.66	18.13	18.60	18.85	19.10	19.35
Public Svcs Clerk-Children's	19.23	19.77	20.30	20.84	21.37	21.62	21.87	22.12
Public Svcs Clerk-Circulation	19.23	19.77	20.30	20.84	21.37	21.62	21.87	22.12
Volunteer Coordinator	21.35	21.94	22.53	23.13	23.72	23.97	24.22	24.47
Childrens Librarian	23.93	24.59	25.26	25.92	26.58	26.83	27.08	27.33
Cataloging Technician	24.04	24.71	25.38	26.05	26.72	26.97	27.22	27.47
Reference Librarian	24.19	24.82	25.52	26.20	26.87	27.12	27.37	27.62
Effective 1/1/2021 3.0%	1.0300							
Public Svcs-Clerk I	17.24	17.72	18.19	18.67	19.16	19.41	19.66	19.91
Public Svcs Clerk-Children's	19.81	20.36	20.91	21.47	22.01	22.26	22.51	22.76
Public Svcs Clerk-Circulation	19.81	20.36	20.91	21.47	22.01	22.26	22.51	22.76
Volunteer Coordinator	21.99	22.60	23.21	23.82	24.43	24.68	24.93	25.18
Childrens Librarian	24.65	25.33	26.02	26.70	27.38	27.63	27.88	28.13
Cataloging Technician	24.76	25.45	26.14	26.83	27.52	27.77	28.02	28.27
Reference Librarian	24.91	25.57	26.29	26.99	27.68	27.93	28.18	28.43
Effective 1/1/2022 2.5%	1.0250							
Public Svcs-Clerk I	17.67	18.16	18.64	19.14	19.64	19.89	20.14	20.39
Public Svcs Clerk-Children's	20.31	20.87	21.43	22.01	22.56	22.81	23.06	23.31
Public Svcs Clerk-Circulation	20.31	20.87	21.43	22.01	22.56	22.81	23.06	23.31
Volunteer Coordinator	22.54	23.17	23.79	24.42	25.04	25.29	25.54	25.79
Childrens Librarian	25.27	25.96	26.67	27.37	28.06	28.31	28.56	28.81
Cataloging Technician	25.38	26.09	26.79	27.50	28.21	28.46	28.71	28.96
Reference Librarian	25.54	26.21	26.95	27.66	28.37	28.62	28.87	29.12

The above rates of pay are based on dollars per hour.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0727 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 11/14/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider authorizing a letter of commitment to participate as a member of a Brownfields Assessment Coalition being organized by the Arrowhead Regional Development Commission
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Brownfield Coalition letter of support](#)
[Brownfield Coalition Fact Sheet](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing a letter of commitment to participate as a member of a Brownfields Assessment Coalition being organized by the Arrowhead Regional Development Commission

Background Information:

The Arrowhead Regional Development Commission (ARDC) is organizing a Brownfields Assessment Coalition for the seven-county area in northeastern Minnesota that includes Aitkin, Carlton, Cook, Itasca, Lake, Koochiching, and St. Louis counties and the municipalities located within these counties. This letter would document the City's commitment to participating in the Coalition and support for the application being submitted by ARDC for a United States Environmental Protection Agency (U. S. EPA) Fiscal Year 2020 Brownfields Community-wide Assessment Grant funding in the amount of \$600,000. If awarded, this grant would to be used to inventory, assess, and perform remediation and reuse planning (as well as coordinate public outreach activities) for select priority brownfield sites located throughout the seven-county area.

If authorized by the City Council, the Director of Community Development will serve on the Brownfields Advisory Committee that helps administer the grant, coordinate outreach efforts, participate in the site prioritization process, and make decisions regarding allocation of funding to individual sites. For sites within the City that are targeted for assessment, we will assist with securing access and coordinating involvement by the Health and other departments as appropriate. ARDC will serve as the lead member of the Coalition and will have primary responsibility for administering the grant and managing the project.

The City supported this same commitment to participate approximately a year ago, however, that grant application was not successful. This is a second attempt by ARDC for this funding.

Staff Recommendation:

Authorize the Mayors submittal of a letter of commitment to participate as a member of a Brownfields Assessment Coalition being organized by the Arrowhead Regional Development Commission

Requested City Council Action

Make a motion authorizing the Mayors submittal of a letter of commitment to participate as a member of a Brownfields Assessment Coalition being organized by the Arrowhead Regional Development Commission



November 25, 2019

Andy Hubley, AICP
Director
Arrowhead Regional Development Commission
221 West First Street
Duluth, Minnesota 55802

RE: Participation in the Arrowhead Regional Development Commission's Brownfield Assessment Coalition and Support for the FY2020 Application for a U.S. EPA Brownfields Assessment Grant for Petroleum and Hazardous Substance Brownfields

Dear Mr. Hubley,

Please accept this letter as confirmation of the City of Grand Rapids' commitment to participate as a member of a "brownfields assessment coalition" being organized by Arrowhead Regional Development Commission (ARDC) for the seven-county area in northeastern Minnesota that includes Aitkin, Carlton, Cook, Itasca, Lake, Koochiching, and St. Louis counties and the municipalities located within these counties. This letter also documents our strong support for the application being submitted by ARDC for a United States Environmental Protection Agency (U. S. EPA) Fiscal Year 2020 Brownfields Community-wide Assessment Grant funding in the amount of \$600,000 to be used for inventorying, assessing, and performing remediation and reuse planning (as well as coordinate public outreach activities) for select priority brownfield sites located throughout the seven-county area.

The grant, if awarded, will provide critical funding needed to support economic development initiatives in our community. If awarded the grant, at least one City staff member will serve on the Brownfields Advisory Committee that helps administer the grant, coordinate outreach efforts, participate in the site prioritization process, and make decisions regarding allocation of funding to individual sites. For sites within the City that are targeted for assessment, we will assist with securing access and coordinating involvement by the Health and other departments as appropriate.

We understand that ARDC will serve as the lead member of the Coalition and will have primary responsibility for administering the grant and managing the project. We further understand that prior to expenditure of any grant funds, a Memorandum of Agreement will be executed between all coalition members documenting the coalition's site selection process, identifying, and establishing relationships necessary to achieve project goals, detailing the process for successful execution of the grant, the distribution of funds, and mechanisms for implementing the assessment work. We understand that many of these details are described in the grant application to be submitted with this letter.

Should you have any questions, please feel free to contact Rob Mattei, Director of Community Development, at (218) 326-7622.

Sincerely,

Dale Adams, Mayor



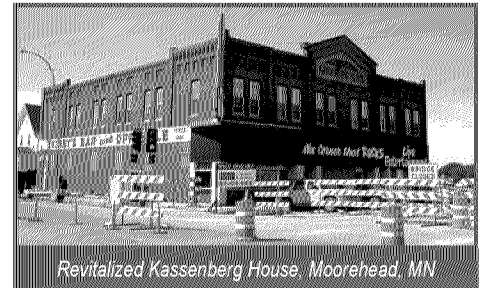
EPA Brownfields Assessment Grants— Assessment Coalitions

EPA's Brownfields Program is designed to empower states, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. EPA's Brownfields Program provides financial and technical assistance for brownfield revitalization, including grants for environmental assessment, cleanup, and job training.

What are EPA Brownfields Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- **Inventory Sites:** *Compile a listing*
- **Characterize Sites:** *Identify past uses*
- **Assess Sites:** *Determine existing contamination*
- **Conduct Planning for Cleanup and Redevelopment:** *Scope and plan process*
- **Conduct Community Involvement:** *Inform and engage community*



Revitalized Kassenberg House, Moorehead, MN

What are Assessment Coalitions?

An Assessment Coalition is comprised of three or more eligible entities. The lead coalition member submits a Community-wide Assessment grant proposal on behalf of itself and the other members. The coalition may request up to **\$1 million** to work on a **minimum** of **five** hazardous substance and/or petroleum sites.

Who is Eligible to Apply as a Coalition for an Assessment Grant?

Eligible entities, including those with existing brownfields assessment grants, are: state, local and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional councils; redevelopment agencies; and government entities created by state legislatures.

- **Coalition** members are **not** eligible to apply for individual Community-wide or Site-specific Assessment grants **in the year they apply as part of a coalition.**
- **Nonprofit** organizations are **not** eligible to apply.
- Some **properties** are **ineligible** for funding unless EPA makes a site-specific funding determination.

Why Coalition Assessments?

- Increases access to assessment resources for communities that might have limited resources to administer a brownfield grant.
- Helps a state or county to focus assessment dollars on geographical areas with the greatest need over a given time. The larger pool of funding allows the coalition to shift geographic focus to new areas as revitalization needs are identified.

Assessment Coalitions – The Basics

- The grant recipient (lead coalition member) **must** administer the grant, be accountable to EPA for proper expenditure of the funds, and be the point of contact for the other coalition members.
- Assessment Coalition grants are **Community-wide**.
- Assessment Coalitions **must** assess a minimum of five sites regardless of funding request (e.g., less than or up to \$1 million).
- Assessment Coalitions may request petroleum *and/or* hazardous substance funding as long as the request is not over \$1 million.
- A **Memorandum of Agreement (MOA)** documenting the coalition's site selection process must be in place prior to the expenditure of any funds that have been awarded to the lead coalition. It is up to the coalition to agree internally about the distribution of funds and the mechanisms for implementing the assessment work.
- A tribal community can be the lead coalition member or part of any coalition where the other coalition members are eligible entities.

- Assessment Coalitions can cross regional boundaries, but will be managed out of the EPA Region where the grant recipient is located.
- An eligible city entity and a redevelopment authority from the same locality can be coalition members provided the entities are separate legal entities under state and local law.
- No more than \$200,000 can be expended on a site.
- For Assessment Coalitions involving state entities:
 - *Only **one** eligible state entity can apply as the lead coalition member (e.g., state environmental agency, state economic development agency) or be part of a coalition. An eligible state entity **cannot** be a member of two or more Assessment Coalitions.*
 - *If an eligible state entity is part of a coalition that receives an Assessment grant, no additional Assessment grants can be awarded to state entities from the grant recipient's state.*

What are Some Examples of How Assessment Coalitions Work?

Example #1

A state agency applies for EPA Brownfields funding together with several smaller communities as members of a coalition. The state assumes the role of “recipient” (i.e., the entity that would administer the grant, is accountable to EPA for proper expenditure of the funds, and acts as point of contact for other coalition members). These entities have formed a coalition to target numerous sites that have become blighted and/or under-utilized along an historic highway running through the communities.

Example #2

A coalition of metro municipalities, such as one large city and several surrounding cities/towns, could apply for \$1 million. In a given year, one coalition member's site assessment needs may be relatively minimal compared to another member's, or the ability to assess a targeted site may be complicated by legal access issues. Priorities can

Brownfields Assessment grants do not provide resources to conduct cleanup or building demolition activities. Cleanup assistance is available under EPA's Cleanup or Revolving Loan Fund (RLF) grants. Information on EPA's Brownfields Cleanup and RLF grants can be found on the EPA Brownfields Web site at: www.epa.gov/brownfields.

be set each year to conduct assessments on the properties that have the most immediate need.

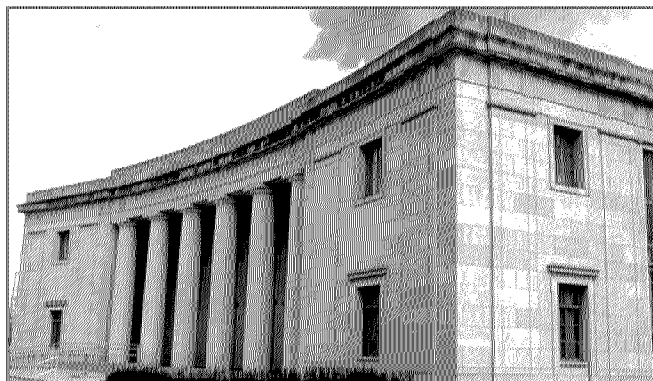
How Do I Apply as a Coalition for an Assessment Grant?

A single, eligible entity applies as a coalition for a Community-wide Assessment grant on behalf of itself and other eligible entities. A Community-wide proposal submitted by a coalition **must** include:

- Applicant information (e.g., describe all jurisdictions covered under the proposal, and provide their general populations).
- Applicable mandatory attachments (e.g., coalition applicants for Assessment grants must document how all coalition members are eligible entities; and all coalition members must submit a letter to the potential grant recipient in which they agree to be part of the coalition).
- Responses to evaluation criteria.

How Long is the Performance Period for an Assessment Grant?

The period of performance for an Assessment grant is three years.



The Consumer Energy Headquarters Property in Jackson County, Michigan, before revitalization (above) and after (below)





CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

16a.

Text File

File Number: 19-0749

Agenda Date: 11/25/2019

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Agenda Item

Consider accepting a resignation from Tony Clifton.

Background Information:

Tony Clifton was hired full-time on January 1, 2012 as a Recreation Program Coordinator. On June 26, 2018, Tony was hired as a Building/Fire Inspector, the position he currently holds. Tony was also hired as a Firefighter on January 15, 2013 and as HazMat Officer on May 9, 2017. We have received a letter of resignation from Tony indicating that he will be moving out of the area and, therefore, will need to resign from his current positions. The effective dates are as follows:

November 30, 2019 - Last day as HazMat Officer

December 6, 2019 - Last day as Building/Fire Inspector

January 15, 2020 - Last day as Firefighter

Staff Recommendation:

Rob Mattei, Director of Community Development, Travis Cole, Fire Chief, and Lynn DeGrio, Director of Human Resources are recommending accepting the resignations from Tony Clifton as requested. We wish Tony much success in his future endeavors with gratitude for his years of service with the City of Grand Rapids.

Requested City Council Action

Make a motion to accept the resignations from Tony Clifton and authorize City staff to begin the process of filling the vacancy.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0745 **Version:** 1 **Name:**

Type: Minutes **Status:** Approved

File created: 11/22/2019 **In control:** City Council

On agenda: 11/25/2019 **Final action:**

Title: Review and acknowledge minutes for boards and commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [October 8, 2019 Special Golf Board Minutes](#)
[October 15, 2019 Golf Board minutes](#)

Date	Ver.	Action By	Action	Result
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Review and acknowledge minutes for boards and commissions.

GRAND RAPIDS GOLF COURSE BOARD
SPECIAL MEETING
October 8, 2019

7:30 AM

Present: Kelly Kirwin, Pat Pollard, John Bauer

Absent: Larry O'Brien, Brad Gallop

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

I. Pat Pollard called the meeting to order.

II. Visitors: None

III. A tour of the golf course took place. Each hole was visited.

Hole by Hole issues:

Hole # 9 Six dead or dying Spruce trees along the right side of fairway. Some will be removed and an additional six trees will be planted.

Hole #1/#10 Decorative steps leading to #1 and #10 tees will be created by our grounds crew that will keep cart traffic off the tee.

Hole # 1 A new mowing pattern will create a distinctive new blue tee adding 20 yards to the blue tee yardage.

Hole 3/12/17 Asphalt patch will be used as pot hole filler on cart paths on these holes and any others that are identified.

Hole 17 Steve will work with Kevin Henry next spring/summer when the turf is dry to create a better drainage system in the low area near the cart path.

IV. The meeting was adjourned.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

GRAND RAPIDS GOLF COURSE BOARD
 REGULAR MONTHLY MEETING
 October 15, 2019
 7:30 AM

Present: Kelly Kirwin, John Bauer, Brad Gallop, Pat Pollard, Larry O'Brien

Absent: None

Staff: Bob Cahill Director of Golf
 Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Brad Gallop made a motion to accept the minutes of the September 17, 2019 Board meeting. Kelly Kirwin seconded the motion. The motion passed.
- III. Consideration of monthly bills: John Bauer made a motion to approve the bill list. Brad Gallop seconded the motion. The motion passed.

AT&T MOBILITY	46.88
ACHESON TIRE INC	106.88
AMERICAN BANK	2,137.82
AMERIPRIDE SERVICES INC	120.80
ANDERSON GLASS	47.44
ANYWAY YOU WANT IT MOVING	170.00
BLOOMERS GARDEN CENTER	189.74
BUNES SEPTIC SERVICE INC	290.00
BURGGRAF'S ACE HARDWARE	54.52
CITY OF COHASSET	84.29
COLE HARDWARE INC	170.37
DAVIS OIL INC	708.52
CITY OF GRAND RAPIDS	27,000.00
GRAND RAPIDS CITY PAYROLL	24,440.02
MINNESOTA REVENUE	6,164.29
MINNESOTA TORO	902.58
NEXTERA COMMUNICATIONS LLC	4.00
NORTHERN LAKES WINDOW CLEANING	149.62
OPERATING ENGINEERS LOCAL #49	1,402.00
PLAISTED COMPANIES INC	1,341.47
P.U.C.	2,947.94
QUALITY REFRIGERATION & HTG	244.80
NORTHERN MN WATER COND DBA	27.35
ROSS GOLF COURSE	4,421.28
STOKES PRINTING & OFFICE	53.00
TDS Metrocom	185.48
THE TESSMAN COMPANY	7,861.12
TRU NORTH ELECTRIC LLC	45.00
TWINCITIESGOLF.COM INC	750.00
UNUM LIFE INSURANCE CO OF AMER	2.05
VISA	581.56
WASTE MANAGEMENT OF MN INC	187.20
CHERYL WULFF	44.35
TOTAL ALL VENDORS:	82,882.37

- IV. Visitors: None
- V. Grounds Superintendent: Steve Ross reported. Deep tine aeration was completed. Rain gardens and shrub areas have been trimmed and cleaned for the winter. Mulching is being done as the weather permits. Carts will be stored soon with 10 of the 55 stored at the course.
- VI. Concessions: No report.
- VII. Director of Golf: Bob Cahill reported. Both the spring and fall seasons have been light on traffic due to inclement weather. The year financially, while not as good as last year, was pretty good. A special meeting may need to be called to address the budget.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Kelly Kirwin made a motion to adjourn the meeting. Brad Gallop seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0738	Version:	1	Name:	Consider a request by the Police Department to purchase two (2) 2020 Ford Police Interceptor Utility (SUV) vehicles from Dondelinger Ford of Grand Rapids.
Type:	Agenda Item	Status:		Status:	Police
File created:	11/21/2019	In control:		In control:	City Council
On agenda:	11/25/2019	Final action:		Final action:	
Title:	Consider a request by the Police Department to purchase two (2) 2020 Ford Police Interceptor Utility (SUV) vehicles from Dondelinger Ford of Grand Rapids for a total expenditure of \$110,000.00.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dondelinger bids 2020				

Date	Ver.	Action By	Action	Result
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Consider a request by the Police Department to purchase two (2) 2020 Ford Police Interceptor Utility (SUV) vehicles from Dondelinger Ford of Grand Rapids for a total expenditure of \$110,000.00.

Background Information:

The police department would like to purchase two (2) 2020 Ford Police Interceptor Utility (SUV) patrol vehicles; these two will be replacing a 2011 Dodge Charger (projected mileage 120,000) and a 2012 Dodge Durango K-9 SUV (projected mileage 124,000). The cost of the two vehicles is \$71,348.00

After conferring with the Public Works Department, which maintains City vehicles, the Police Department included in the 2020 budget, funds to replace two (2) high mileage marked police squad cars. The budgeted amount, contained within the CIP budget, includes purchase of two (2) police package replacement squad cars, removal of the equipment from the current squad cars, placing the useable equipment in the new squad cars, purchase of certain replacement emergency equipment that has reached its life expectancy such as light bars, siren and a radar unit or what will not fit into the new brand/model of squad car such as a protective screen.

The vehicles we would like to purchase are 2020 Ford Police Interceptor Utility (SUV's). They are all wheel drive to ensure that our officers can respond in inclement weather and are the only pursuit rated midsize utility vehicle manufactured.

The total estimated cost of the 2020 Ford Police Interceptor Utility (SUV) vehicles and all associated equipment and graphics will not exceed the budgeted amount of \$110,000.00

Requested City Council Action

Make a motion to consider a request by the Police Department to purchase two (2) Ford Police Interceptor Utility SUV's from Dondelinger Ford of Grand Rapids in the amount of \$71,348, including title fees, applicable taxes and the purchase of new equipment / graphics and the installation of the equipment in the new squad cars not to exceed the budgeted amount of \$110,000.00

DONDELINGER FORD

1510 POKEGAMA AVE SOUTH GRAND RAPIDS MN PH 218-326-0551

gselisker@dondelingerauto.com

November 5, 2019

**RE: Pricing on 2020 Ford Police Interceptor K-9
as attached / order out / Est. Delivery TBD**

Your Cost

2020 Retail Cost	\$43040
Fleet Rebate	-\$2800
Fleet Acct Credit	-\$3017
<u>*Dondelinger Disc.</u>	<u>-\$1278</u>
<u>TOTAL COST</u>	<u>\$35945_(plusTT&L)</u>

Greg Selisker #218-829-4787 cell #218-839-8196

DONDELINGER FORD

1510 POKEGAMA AVE SOUTH GRAND RAPIDS MN PH 218-326-0551

gselisker@dondelingerauto.com

November 5, 2019

**RE: Pricing on 2020 Ford Police Inter. Unmarked
as attached / order out / Est. Delivery TBD**

Your Cost

2020 Retail Cost	\$42425
Fleet Rebate	-\$2800
Fleet Acct Credit	-\$2980
*Dondelinger Disc.	-\$1242
<u>TOTAL COST</u>	<u>\$35403</u> <small>(plus TT&L)</small>

Greg Selisker #218-829-4787 cell #218-839-8196



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0744 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Administration Department
File created: 11/22/2019 **In control:** City Council
On agenda: 11/25/2019 **Final action:**
Title: Consider appointments to Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider appointments to Boards & Commissions.

Background Information:

Term for Police Community Advisory Board, Arts & Culture Commission and Library Board expire on December 31, 2019. Council members have reviewed applications and will make recommendations for appointments.

Vacancies include:

Arts & Culture Commission: Three vacancies, no residency requirement

Library Board: Three vacancies, one non-resident township and two residents

Police Comm. Advisory: Three vacancies, one non-resident and two residents

Staff Recommendation:

Appoint members to Boards & Commissions.

Requested City Council Action

Make a motion appointing individuals to fill vacancies on the Arts & Culture Commission, Library Board and Police Community Advisory Board, terms to expire December 31, 2022.