



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, October 28, 2019

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, October 28, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

19-0640 National Homelessness & Hunger Awareness

**Attachments:** [Proclamation Hunger & Homeslessness Awareness.pdf](#)

### 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

19-0664 Consider approving Council minutes for Monday, October 14, 2019 Worksession and Regular meetings.

**Attachments:** [October 14, 2019 Worksession.pdf](#)  
[October 14, 2019 Regular Meeting.pdf](#)

### VERIFIED CLAIMS

19-0679 Consider approving the verified claims for the period October 8, 2019 to October 21, 2019 in the total amount of \$546,952.32.

**Attachments:** [COUNCIL BILL LIST 10-28-19.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. 19-0631 Consider adoption of City of Grand Rapids Personnel Policy Manual.  
**Attachments:** Personnel Policy Manual - 2019 DRAFT.pdf
  
2. 19-0634 Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.  
**Attachments:** 10-14-19 Resolution CP 2014-2 Ordering Advertisement
  
3. 19-0662 Consider adopting a resolution accepting a bench donation from the family of Bernie Gothard.  
**Attachments:** 9-23-19 Resolution Gothard Bench Donation  
Gothard Bench Application-Quote
  
4. 19-0663 Consider the attached list for part-time winter maintenance employment for the Public Works Department.  
**Attachments:** 2019 10-28 PW PT Winter Maint List
  
5. 19-0665 Consider approving Final Payment for BR 31514 Horn Bridge Maintenance.  
**Attachments:** BR 31514 - Horn Bridge Pay Est - Final Signed
  
6. 19-0666 Consider extending Seasonal Golf Employment
  
7. 19-0667 Consider adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.  
**Attachments:** Resolution Accepting IRRR Residential Redevelopment grant  
Demo Contract with State of MN
  
8. 19-0668 Consider approving amendments to Hazmat Response Contract with State of Minnesota to now be supervised by the State Fire Marshal Division.  
**Attachments:** Amendment 2 Grand Rapids CAT PT 131758.pdf
  
9. 19-0677 Adopt a Resolution to Accept a \$150 Donation to the Fire Department  
**Attachments:** FD K & T Rabbers donation
  
10. 19-0678 Consider adopting a resolution approving assignments of TIF in connection with River Hills Apartments and authorizing execution of consent to such assignments  
**Attachments:** DOCSOPEN-#617939-v1-Grand Rapids River Hills RESOLUTION REGARD  
Collateral Assignment and Consent

11. [19-0681](#) Consider approving the hiring of a regular part-time employee at the IRA Civic Center / Parks and Recreation Department.

### 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

12. [19-0682](#) Review and acknowledge minutes for Boards and Commissions.
- Attachments:** [July 31, 2019 Human Rights minutes.pdf](#)  
[September 11, 2019 - Library Board Minutes.pdf](#)  
[September 17, 2019 Golf Board minutes.pdf](#)  
[September 11, 2019 PUC Minutes.pdf](#)  
[September 24, 2019 PUC Minutes.pdf](#)

### DEPARTMENT HEAD REPORT

13. [19-0672](#) Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer
- Attachments:** [10-28-19 Department Head Report.pdf](#)

### COMMUNITY DEVELOPMENT

14. [19-0671](#) Consider the Planning Commission's recommendation regarding approval of a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.
- Attachments:** [CUP Amendment: Draft Resolution](#)  
[Wal-Mart CUP: Application w/narrative](#)  
[Building Elevations \(color\) & Signage Details](#)  
[Area Map & Draft Planning Commission Mtg. Minutes](#)  
[Previous Wal-Mart CUP Resolutions](#)  
[Section 30-531 \(CUP's\) & Division 14 of Municipal Code](#)
15. [19-0673](#) Consider approval of a Purchase Agreement with Blandin Foundation for the sale of the western portion of City property identified as Parcel Number 91-410-4010.
- Attachments:** [Purchase Agreement - City sale to Blandin Foundation](#)  
[Location Map](#)  
[Project Budget](#)
16. [19-0674](#) Consider approval of an Ingress and Egress Easement to the Blandin Foundation over

City property, Parcel Number 91-410-2620.

**Attachments:** Easement - City to Blandin Foundation

17. 19-0675 Consider approval of a Purchase Agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550

**Attachments:** Purchase Agreement - Blandin F. sale to City

18. 19-0676 Consider approval of a resolution accepting a grant from the Blandin Foundation and authorize the Mayor to execute the grant agreement.

**Attachments:** Resolution accepting Blandin Foundation grant

Blandin Foundation Grant Agreement

#### ADMINISTRATION DEPARTMENT

19. 19-0680 Consider appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist with the Grand Rapids Police Department.

#### ADJOURNMENT

*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 12, 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  
IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0640      **Version:** 1      **Name:** Homeless & Hunger Proclamation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 10/3/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** National Homelessness & Hunger Awareness  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proclamation Hunger & Homeslessness Awareness.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

National Homelessness & Hunger Awareness

# *PROCLAMATION*

## **NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH**

WHEREAS: the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsors of and have set November 16-24, 2019 as National Hunger and Homelessness Awareness Week; and

WHEREAS: the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS: there are many organizations committed to sheltering, providing supportive services as well as meals and basic need supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe and and the Housing Issues Advisory Committee; and

WHEREAS: the Grand Rapids City Council recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Grand Rapids; and

WHEREAS: the intent of National Hunger and Homelessness Awareness Month is consistent with the activities of Kootasca Community Action, AEOA, Grace House, Northland Counseling, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe and the Housing Issues Advisory Committee.

NOW THEREFORE , BE IT RESOLVED that the City Council of the City of Grand Rapids hereby proclaims the month of November 2019 as National Hunger and Homelessness Awareness Month and November 16 - 24 as the City of Grand Rapids Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that I, Mayor Dale Adams and the City Council of the City of Grand Rapids encourage all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 28<sup>th</sup> day of October, Two thousand and nineteen.

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Dale Adams, Mayor  
City of Grand Rapids



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0664      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 10/16/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approving Council minutes for Monday, October 14, 2019 Worksession and Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [October 14, 2019 Worksession.pdf](#)  
[October 14, 2019 Regular Meeting.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Consider approving Council minutes for Monday, October 14, 2019 Worksession and Regular meetings.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, October 14, 2019

4:00 PM

GRAND RAPIDS LIBRARY

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**CALL TO ORDER:** Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **Monday, October 14, 2019 at 4:00 p.m. at the Grand Rapids Area Library, 140 NE 2nd Street, Grand Rapids, Minnesota.**

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

**Present** 4 - Mayor Dale Adams, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven  
**Absent** 1 - Councilor Dale Christy

### Discussion Items

1. Library Facility Tour

*Will Richter, Director of Library Services, led a tour of the entire facility. Areas highlighted included programming for all ages, dedicated children's library and interactive space, Friends of the Library used book store based on donations; meeting rooms, materials, volunteer hours, etc. It is also noted that the Grand Rapid Library is the busiest in Northern Minnesota with the exception of Duluth. Average number of patrons per hour is fifty (50).*

**Received and Filed**

*Recessed meeting at 4:44 PM to return to City Hall.*

2. Review 5:00 PM Regular Meeting

*Reconvened at 4:58 PM in Council Chambers at City Hall. Upon review, no changes or additions to the Regular agenda are noted.*

### ADJOURN

*There being no further business, the meeting adjourned at 5:00 PM.*

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 14, 2019

5:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, October 14, 2019 at 5:01 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**Absent** 1 - Councilor Dale Christy

### Others present:

*Tom Pagel, Chad Sterle, Barb Baird, Erik Scott, Rob Mattei, Steve Schaar, Matt Wegwerth*

### PRESENTATIONS/PROCLAMATIONS

Service Dogs for Veteran's Day

**Received and Filed**

### MEETING PROTOCOL POLICY

### PUBLIC FORUM

*None.*

### COUNCIL REPORTS

*Councilor Connelly noted that the Civic Center Steering Committee had their final meeting and will bring recommendations to Council for consideration at the first meeting in November.*

*Mayor Adams stated that Representative Stauber visited the Grand Rapids Area Library to present books and had opportunity to visit with staff and review the service provided by the Library.*

*Other points of interested included the Indigenous People's Day event at the MacRostie Art Center beginning at 7:00 PM. This event is free and open to the public.*

**APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, September 23, 2019 Worksession and Regular meetings.

**A motion was made by Councilor Rick Blake, seconded by Councilor Tasha Connelly, to approve Council minutes as presented. The motion PASSED by unanimous vote.**

**VERIFIED CLAIMS**

Consider approving the verified claims for the period September 17, 2019 to October 7, 2019 in the total amount of \$1,178,657.90.

**A motion was made by Councilor Michelle Toven, seconded by Councilor Rick Blake, to approve the verified claims as presented. The motion carried by the following vote.**

**Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**CONSENT AGENDA**

1. Consider authorizing the Mayor to sign State and Local Lease Addendum for Marco Technologies.  
**Approved by consent roll call**
2. Consider approving the 2020-2022 Bargaining Unit Contracts.  
**Approved by consent roll call**
3. Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2020 budgeted loader, equipped with snowplow and grapple equipment for forestry and construction activities.  
**Approved by consent roll call**
4. Consider approving the Public Works Department's request to create specifications and solicit a quote utilizing the Minnesota Cooperative Purchasing Venture for the purchase of the 2020 budgeted compact track loader, equipped with a bucket and 2 snowplows for construction activities.  
**Approved by consent roll call**
5. Consider the adoption of a resolution authorizing the city to make an application to, and accept funds from, the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.

**Adopted Resolution 19-89 by consent roll call**

- 6. Consider authorizing City Staff to utilize E-Verify.

**Approved by consent roll call**

- 7. Consider approving facility use agreement with Zion Lutheran Church for 2020 Elections.

**Approved by consent roll call**

- 8. Consider adopting a resolution accepting a \$350,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site development associated with the expansion of North Homes.

**Adopted Resolution 19-90 by consent roll call**

- 9. Consider approving Final Payment for CP 2011-3, 2018 Northeast Improvements.

**Approved by consent roll call**

- 10. Consider adopting a resolution accepting a \$250,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation for site development associated with residential lot infrastructure in the plat of Great River Acres.

**Adopted Resolution 19-91 by consent roll call**

- 11. Consider approving the hiring of regular part-time employees at the IRA Civic Center / Parks and Recreation Department.

**Approved by consent roll call**

- 12. Consider adopting a resolution accepting a donation of \$300.00 from L & M Fleet Supply of Grand Rapids to the Police Department's K-9 program.

**Adopted Resolution 19-92 by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Rick Blake, seconded by Councilor Michelle Toven, to approve the Consent agenda as presented. The motion carried by the following vote**

- Aye** 4 - Mayor Dale Adams  
Councilor Rick Blake  
Councilor Tasha Connelly  
Councilor Michelle Toven

**SETTING OF REGULAR AGENDA**

*None.*

**ADJOURNMENT**

A motion was made by Councilor Tasha Connelly, seconded by Councilor Michelle Toven, to adjourn the meeting at 5:09 PM. The motion PASSED by unanimous vote.

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0679      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 10/24/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approving the verified claims for the period October 8, 2019 to October 21, 2019 in the total amount of \$546,952.32.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 10-28-19.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving the verified claims for the period October 8, 2019 to October 21, 2019 in the total amount of \$546,952.32.

### **Requested City Council Action**

Make a motion approving the verified claims for the period October 8, 2019 to October 21, 2019 in the total amount of \$546,952.32.

DATE: 10/24/2019  
 TIME: 13:02:46  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #                       | NAME                                 | AMOUNT DUE |
|--------------------------------|--------------------------------------|------------|
| -----                          |                                      |            |
| GENERAL FUND                   |                                      |            |
|                                |                                      |            |
| CITY WIDE                      |                                      |            |
| 0300200                        | CDW GOVERNMENT INC                   | 27.76      |
| 1500600                        | OPG-3 INC                            | 13,121.00  |
| 1900225                        | SEH                                  | 3,383.70   |
| 1915248                        | SHI INTERNATIONAL CORP               | 376.00     |
|                                | TOTAL CITY WIDE                      | 16,908.46  |
|                                |                                      |            |
| ADMINISTRATION                 |                                      |            |
| 0718060                        | GRAND RAPIDS HERALD REVIEW           | 172.50     |
| 1605665                        | PERSONNEL DYNAMICS LLC               | 1,858.95   |
|                                | TOTAL ADMINISTRATION                 | 2,031.45   |
|                                |                                      |            |
| BUILDING MAINTENANCE-CITY HALL |                                      |            |
| 0113233                        | AMERIPRIDE SERVICES INC              | 50.60      |
| 0601346                        | FAIRVIEW HEALTH SERVICES             | 521.00     |
| 1809205                        | RIDES LLC                            | 2,524.00   |
|                                | TOTAL BUILDING MAINTENANCE-CITY HALL | 3,095.60   |
|                                |                                      |            |
| COMMUNITY DEVELOPMENT          |                                      |            |
| 0718060                        | GRAND RAPIDS HERALD REVIEW           | 189.75     |
| 0920051                        | ITASCA COUNTY H.R.A.                 | 4,455.00   |
| 1920555                        | STOKES PRINTING & OFFICE             | 8.50       |
|                                | TOTAL COMMUNITY DEVELOPMENT          | 4,653.25   |
|                                |                                      |            |
| ENGINEERING                    |                                      |            |
| 0612083                        | FLAGSHIP RECREATION                  | 2,593.00   |
| 1900225                        | SEH                                  | 1,190.00   |
|                                | TOTAL ENGINEERING                    | 3,783.00   |
|                                |                                      |            |
| FINANCE                        |                                      |            |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #               | NAME                         | AMOUNT DUE |
|------------------------|------------------------------|------------|
| -----                  |                              |            |
| GENERAL FUND           |                              |            |
| FINANCE                |                              |            |
| 1721360                | QUILL CORPORATION            | 84.15      |
|                        | TOTAL FINANCE                | 84.15      |
| FIRE                   |                              |            |
| 0113233                | AMERIPRIDE SERVICES INC      | 23.43      |
| 0315455                | COLE HARDWARE INC            | 11.98      |
| 0513231                | EMERGENCY APPARATUS          | 2,813.87   |
| 0513235                | EMERGENCY RESPONSE SOLUTIONS | 722.90     |
| 1309090                | SUPERONE FOODS NORTH         | 330.56     |
| 1605611                | PEPSI BEVERAGES COMPANY      | 244.97     |
| 1901535                | SANDSTROM'S INC              | 56.60      |
| 2018680                | TRU NORTH ELECTRIC LLC       | 521.00     |
| 2116500                | UP NORTH FIRE TRUCKS LLC     | 510.00     |
|                        | TOTAL FIRE                   | 5,235.31   |
| INFORMATION TECHNOLOGY |                              |            |
| 0301420                | CALIFORNIA DIGEST TECHNOLOGY | 338.00     |
| 0500050                | E3 CONSULTING SERVICES       | 405.00     |
|                        | TOTAL INFORMATION TECHNOLOGY | 743.00     |
| PUBLIC WORKS           |                              |            |
| 0103325                | ACHESON TIRE INC             | 70.00      |
| 0221650                | BURGGRAF'S ACE HARDWARE      | 70.14      |
| 0301685                | CARQUEST AUTO PARTS          | 148.15     |
| 0315455                | COLE HARDWARE INC            | 73.43      |
| 0400720                | D&S STUMP GRINDING LLC       | 250.00     |
| 0501650                | EARL F ANDERSEN              | 158.60     |
| 0518366                | ERICKSON'S ITASCA LUMBER INC | 53.35      |
| 0601690                | FASTENAL COMPANY             | 201.50     |
| 0701510                | GAMETIME                     | 1,022.35   |
| 1205110                | LEASE LANDSCAPING INC        | 1,539.39   |
| 1503150                | OCCUPATIONAL DEVELOPMENT CTR | 665.00     |
| 1601750                | PAUL BUNYAN COMMUNICATIONS   | 688.60     |
| 1801899                | RAYS SPORT & CYCLE           | 777.68     |
| 1813125                | RMB ENVIRONMENTAL            | 28.00      |
| 1815120                | ROB'S BOBCAT SERVICE INC     | 800.00     |
| 1908248                | SHERWIN-WILLIAMS             | 75.19      |
| 2000522                | TNT AGGREGATES, LLC          | 1,118.25   |
| 2018340                | TRI STATE BOBCAT             | 111.64     |
| 2209421                | VIKING ELECTRIC SUPPLY INC   | 176.31     |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #               | NAME                        | AMOUNT DUE |
|------------------------|-----------------------------|------------|
| -----                  |                             |            |
| GENERAL FUND           |                             |            |
| PUBLIC WORKS           |                             |            |
|                        | TOTAL PUBLIC WORKS          | 8,027.58   |
| FLEET MAINTENANCE      |                             |            |
| 0301685                | CARQUEST AUTO PARTS         | 53.88      |
| 0315455                | COLE HARDWARE INC           | 50.45      |
| 1415030                | NAPA SUPPLY OF GRAND RAPIDS | 27.24      |
|                        | TOTAL FLEET MAINTENANCE     | 131.57     |
| POLICE                 |                             |            |
| 0209715                | BISHOP'S PERFORMANCE        | 3,378.37   |
| 0221650                | BURGGRAF'S ACE HARDWARE     | 22.98      |
| 0301685                | CARQUEST AUTO PARTS         | 32.79      |
| 0718060                | GRAND RAPIDS HERALD REVIEW  | 70.00      |
| 1920233                | STREICHER'S INC             | 440.53     |
| 2018680                | TRU NORTH ELECTRIC LLC      | 121.00     |
|                        | TOTAL POLICE                | 4,065.67   |
| CENTRAL SCHOOL         |                             |            |
| 0405223                | DEER RIVER HIRED HANDS INC  | 120.00     |
| 1520350                | OTIS ELEVATOR COMPANY       | 2,806.44   |
|                        | TOTAL                       | 2,926.44   |
| AIRPORT                |                             |            |
| 0121725                | AUTOMOTIVE ELECTRIC LLC     | 109.50     |
| 0301685                | CARQUEST AUTO PARTS         | 1,388.75   |
| 0315455                | COLE HARDWARE INC           | 17.98      |
| 0504500                | EDMO DISTRIBUTORS INC       | 57.25      |
| 1201434                | LAKE WOODS CHRYSLER         | 29,672.81  |
| 1615427                | POKEGAMA LAWN AND SPORT     | 176.65     |
|                        | TOTAL                       | 31,422.94  |
| CIVIC CENTER           |                             |            |
| GENERAL ADMINISTRATION |                             |            |
| 0113233                | AMERIPRIDE SERVICES INC     | 111.23     |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #                       | NAME                            | AMOUNT DUE |
|--------------------------------|---------------------------------|------------|
| CIVIC CENTER                   |                                 |            |
| GENERAL ADMINISTRATION         |                                 |            |
| 0221650                        | BURGGRAF'S ACE HARDWARE         | 215.09     |
| 0315455                        | COLE HARDWARE INC               | 4.99       |
| 0401520                        | DANIELSON HEATING AND COOLING   | 311.91     |
| 0405223                        | DEER RIVER HIRED HANDS INC      | 180.00     |
| 0421725                        | DUTCH ROOM INC                  | 1,786.95   |
| 0715435                        | GOLD MEDAL PRODUCTS CO          | 458.25     |
| 0805640                        | HERC-U-LIFT INC                 | 308.54     |
| 1201730                        | LATVALA LUMBER COMPANY INC.     | 12.97      |
| 1605611                        | PEPSI BEVERAGES COMPANY         | 335.05     |
| 1901535                        | SANDSTROM'S INC                 | 383.12     |
| 2116600                        | UPPER LAKE FOODS INC            | 583.87     |
| 2209421                        | VIKING ELECTRIC SUPPLY INC      | 249.30     |
|                                | TOTAL GENERAL ADMINISTRATION    | 4,941.27   |
| STATE HAZ-MAT RESPONSE TEAM    |                                 |            |
| 0312109                        | CLAFTON SALES - CLAFTON SKATE   | 495.00     |
|                                | TOTAL                           | 495.00     |
| GENERAL CAPITAL IMPRV PROJECTS |                                 |            |
| 2010-5 MS RIVER PD BRIDGE      |                                 |            |
| 0612083                        | FLAGSHIP RECREATION             | 4,786.00   |
| 1900225                        | SEH                             | 1,628.60   |
| T001223                        | AARON SQUADRONI                 | 1,400.00   |
|                                | TOTAL 2010-5 MS RIVER PD BRIDGE | 7,814.60   |
| PARK ACQUISITION & DEVELOPMENT |                                 |            |
| MS RIVER PARK                  |                                 |            |
| 0212129                        | BLANDIN FOUNDATION              | 100.00     |
|                                | TOTAL MS RIVER PARK             | 100.00     |
| CAPITAL EQPT REPLACEMENT FUND  |                                 |            |
| CAPITAL OUTLAY-BLDG MAINT      |                                 |            |
| 1201434                        | LAKE WOODS CHRYSLER             | 29,672.81  |
|                                | TOTAL CAPITAL OUTLAY-BLDG MAINT | 29,672.81  |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #                            | NAME                          | AMOUNT DUE |
|-------------------------------------|-------------------------------|------------|
| CAPITAL EQPT REPLACEMENT FUND       |                               |            |
| CAPITAL OUTLAY-CIVIC CENTER         |                               |            |
| 0900055                             | ICS CONSULTING INC            | 1,250.00   |
| TOTAL CAPITAL OUTLAY-CIVIC CENTER   |                               | 1,250.00   |
| GR ARTS & CULTURE CPTL PRJS         |                               |            |
| 0615629                             | FORECAST PUBLIC ARTWORKS DBA  | 5,900.00   |
| TOTAL                               |                               | 5,900.00   |
| 2018 INFRASTR/CPT MNT IMP BONDS     |                               |            |
| 2018 NE IMPROVEMENTS                |                               |            |
| 0301705                             | CASPER CONSTRUCTION INC       | 982.80     |
| TOTAL 2018 NE IMPROVEMENTS          |                               | 982.80     |
| CAPITAL MAINT IMPRV PLAN            |                               |            |
| 0114200                             | ANDERSON GLASS                | 1,010.00   |
| 0514200                             | ESC SYSTEMS SOUND & LIFE SAFE | 3,423.09   |
| TOTAL CAPITAL MAINT IMPRV PLAN      |                               | 4,433.09   |
| 2019 INFRASTRUCTURE BONDS           |                               |            |
| 2019-1 GLF COURSE RD UTIL EXT       |                               |            |
| 1900225                             | SEH                           | 58,280.79  |
| 1920240                             | CHAD B STERLE                 | 736.25     |
| TOTAL 2019-1 GLF COURSE RD UTIL EXT |                               | 59,017.04  |
| 2019-2 COHASSET TRAIL               |                               |            |
| 1900225                             | SEH                           | 4,992.22   |
| TOTAL 2019-2 COHASSET TRAIL         |                               | 4,992.22   |
| 2020 INFRASTRUCTURE BONDS           |                               |            |
| 2019 STREET IMP PROJECT             |                               |            |
| 1900225                             | SEH                           | 5,715.42   |
| TOTAL 2019 STREET IMP PROJECT       |                               | 5,715.42   |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #                     | NAME                                       | AMOUNT DUE    |
|------------------------------|--|---------------|
| 2020                         | INFRASTRUCTURE BONDS                       |               |
| 2015-3                       | HIGHWAY 2 WEST TRAIL                       |               |
| 1900225                      | SEH  | 11,191.33     |
|                              | TOTAL 2015-3 HIGHWAY 2 WEST TRAIL          | 11,191.33     |
| STORM WATER UTILITY          |  |               |
| 0103325                      | ACHESON TIRE INC                           | 100.00        |
| 0301685                      | CARQUEST AUTO PARTS                        | 49.43         |
| 0514798                      | ENVIRONMENTAL EQUIPMENT AND                | 592.74        |
| 1809154                      | RICHARD RYSAVY                             | 100.00        |
|                              | TOTAL                                      | 842.17        |
|                              | TOTAL UNPAID TO BE APPROVED IN THE SUM OF: | \$ 220,456.17 |
| CHECKS ISSUED-PRIOR APPROVAL |  |               |
| PRIOR APPROVAL               |  |               |
| 0100053                      | AT&T MOBILITY                              | 3,579.11      |
| 0114210                      | D. ANDERSON - CHANGE FUND                  | 6,320.00      |
| 0116600                      | APPLE VALLEY, CITY OF                      | 1,311.00      |
| 0205640                      | LEAGUE OF MN CITIES INS TRUST              | 1,645.74      |
| 0305530                      | CENTURYLINK QC                             | 259.00        |
| 0315543                      | CONSTELLATION NEWENERGY -GAS               | 1,279.28      |
| 0718015                      | GRAND RAPIDS CITY PAYROLL                  | 258,405.00    |
| 0718070                      | GRAND RAPIDS STATE BANK                    | 65.00         |
| 0815440                      | HOLIDAY STATIONSTORES LLC                  | 234.05        |
| 0900060                      | ICTV                                       | 18,173.40     |
| 0920055                      | ITASCA COUNTY RECORDER                     | 92.00         |
| 0920058                      | ITASCA COUNTY                              | 150.00        |
| 1301146                      | MARCO TECHNOLOGIES, LLC                    | 1,214.17      |
| 1301250                      | ROBERT MATTEI                              | 414.56        |
| 1305046                      | MEDIACOM LLC                               | 11.55         |
| 1309098                      | MINNESOTA MN IT SERVICES                   | 439.88        |
| 1309199                      | MINNESOTA ENERGY RESOURCES                 | 1,229.37      |
| 1309266                      | MN DEPT OF LABOR & INDUSTRY                | 100.00        |
| 1309335                      | MINNESOTA REVENUE                          | 3,706.20      |
| 1309375                      | MINNESOTA UNEMPLOYMENT COMP FD             | 878.02        |
| 1405850                      | NEXTERA COMMUNICATIONS LLC                 | 430.61        |
| 1415479                      | NORTHERN DRUG SCREENING INC                | 45.00         |
| 1518550                      | MATTHEW O'ROURKE                           | 81.00         |
| 1609561                      | PIIONEER TELEPHONE                         | 10.19         |
| 1621130                      | P.U.C.                                     | 19,648.90     |
| 2000490                      | TDS Metrocom                               | 702.69        |
| 2100265                      | U.S. BANK                                  | 500.00        |
| 2114750                      | UNUM LIFE INSURANCE CO OF AMER             | 258.71        |
| 2209665                      | VISA                                       | 4,498.35      |

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2019

| VENDOR #                                    | NAME                       | AMOUNT DUE    |
|---|----------------------------|---------------|
| CHECKS ISSUED-PRIOR APPROVAL                |                            |               |
| PRIOR APPROVAL                              |                            |               |
| 2301700                                     | WASTE MANAGEMENT OF MN INC | 55.45         |
| 2305300                                     | MATTHEW WEGWERTH           | 257.92        |
| T001237                                     | JB LARSON CONSTRUCTION     | 500.00        |
| TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: |                            | \$ 326,496.15 |
| TOTAL ALL DEPARTMENTS                       |                            | 546,952.32    |





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0631      **Version:** 1      **Name:** Consider adoption of City of Grand Rapids Personnel Policy Manual.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 9/26/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider adoption of City of Grand Rapids Personnel Policy Manual.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Personnel Policy Manual - 2019 DRAFT.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adoption of City of Grand Rapids Personnel Policy Manual.

**Background Information:**

At the September 23, 2019 City Council meeting, the City Council adopted the draft version of the Personnel Policy Manual to be distributed to all permanent City employees for a period of thirty (30) days to review and comment.

The thirty (30) day review period has expired, and feedback has been received from a few employees, consisting of minor formatting and typographical errors that have been corrected.

**Staff Recommendation:**

Director of Human Resources Lynn DeGrio is recommending the adoption of the attached Personnel Policy Manual effective November 1, 2019.

**Requested City Council Action**

Make a motion to adopt the Personnel Policy Manual to be effective November 1, 2019.

# City of Grand Rapids Personnel Policies

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## **1.1 Welcome to The City of Grand Rapids!**

On behalf of your fellow City employees, we welcome you and wish you every success here.

We believe that each employee contributes directly to the City's growth and success, and we hope you will take pride in being a member of our team.

This employee handbook has been prepared to outline programs, policies, practices and other matters that are important to you. Your best interests and those of our organization depend on our productivity in an atmosphere of mutual understanding, trust and cooperation.

We are pleased you have joined us.

## **1.2 City Goals and Policy Resolutions**

- **TO MAINTAIN AND ENHANCE FINANCIAL STABILITY:**

That the City will develop and maintain operating policies that will secure financial stability for all City funds.

- **TO MAINTAIN AND IMPROVE THE CITY'S INFRASTRUCTURE:**

That the City will establish criteria, adopt, and maintain an infrastructure plan as a part of the City's Capital Improvement Plan.

- **TO MAINTAIN AND IMPROVE PUBLIC AND INTERNAL COMMUNICATION:**

That the City shall work toward a process of on-going communication with the public.

- **PROVIDE FOR EFFECTIVE AND FAIR CITY ADMINISTRATION:**

That the City will provide an on-going staff support system to enhance quality service.

- **TO PROTECT OUR ENVIRONMENT AND NATURAL RESOURCES:**

That the City will be aware of future generations when policies are set which will affect the environment and natural resources.

- **TO PROVIDE FOR COMMUNITY RECREATION AND CULTURAL NEEDS:**

That the City shall provide programs and facilities that will help meet the recreation and cultural needs of the community.

- **TO IMPROVE PUBLIC SAFETY:**

That the City will initiate policies, programs and infrastructure changes that will improve public safety.

- **TO BE A VITAL AND GROWING COMMUNITY:**

That the City will be pro-active in economic development and community planning.

- **TO WORK COOPERATIVELY WITH OTHER GOVERNMENTS AND ORGANIZATIONS:**

That the City will initiate and participate in cooperative efforts with other governments and community organizations.

# 2 Organizational Policy

## 2.1 Employment Policies and Practices

The City believes that one of its most important assets is its employees. This employee handbook applies to all employees of the City. It is designed to help employees become familiar with the policies and practices of the City that most often affect their work. The effective implementation of this handbook is important to a productive and efficient workplace.

This handbook is intended to provide a general overview of your employment with the City.

Your understanding of the need for such policies and procedures will be appreciated. Employees failing to comply with City rules and regulations will be subject to disciplinary action – up to and including termination. Management reserves the right to make final determination based on the individual circumstances.

Employees should feel free to discuss the contents of this handbook with their Supervisor or Director of Human Resources. Our continued success can only be possible if we work together.

## 2.2 Purpose, Adoption, Amendment and Administration of Personnel Policies

It is the purpose of these policies to establish a uniform and equitable system of personnel administration for employees of the City of Grand Rapids. Their provisions do not establish terms and shall not be construed as contractual provisions. They are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the City and they will supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the City Council.

Employment with the City is at-will, except as otherwise provided by law or contract. Except as otherwise prohibited by law, the City of Grand Rapids has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

### Scope

These policies apply to all employees of the city. Except where specifically noted, these policies do not apply to:

1. Elected officials
2. City attorney
3. Members of city boards, commissions, and committees
4. Consultants and contractors
5. Volunteers, except as specifically noted for paid-per-call firefighters.

If any specific provisions of the personnel policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the city more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the city administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring, such rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

## **EEO Policy Statement**

The City of Grand Rapids is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The City of Grand Rapids will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, or membership on a local human rights commission.

## **Data Practices Advisory**

Employee records are maintained in a location designated by the City Administrator. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

## **Adoption**

The following policies have been approved by the City Council and shall govern the personnel system of the City of Grand Rapids, except where superseded by state or federal law or a collective bargaining agreement. These rules supersede and revoke all previous City of Grand Rapids Personnel Policies.

## **Amendments**

The City reserves the right to modify, amend, add to, or delete any of these policies, or a portion thereof, at its discretion. All amendments shall be adopted upon majority vote of the City Council. Amendments shall be effective the day of adoption unless a different date is specified. Interim changes in the policies will be posted by the Administration Department and a copy will be distributed to all employees.

## **Administration**

The City's Administrator, who is directly accountable to the City Council, shall administer these policies. The Administrator shall develop and provide the necessary forms, procedures and instruction he or she deems necessary for the implementation of these policies. The City Administrator may grant a variance, after consulting with the City's legal counsel, to these policies based on the circumstances of a matter and after a determination that when it is in the best interests of the City. All variances will be in conformance with applicable state and federal laws. Copies of these policies shall be made available to all employees and appointing authorities. Printed copies of these policies shall be on file in the City Administration Office and shall be available for public review upon request.

## **Savings Clause**

If any personnel policy, or a portion thereof, is held invalid or illegal by any judicial administrative or legislative action, the remainder of these policies, other than that which has been held invalid, shall remain in full force and effect.

## **Departmental Rules**

In accordance with these policies, each Department Head may establish departmental rules of procedure that do not conflict with these policies, to cover department specific circumstances. Such rules shall be submitted to the Administration Department and approved by the City Council prior to implementation.

## **Management Rights**

The City Council retains the full and unrestricted right to operate and manage all human resources, facilities, and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, to hire, assign, transfer, promote, suspend, discipline or discharge employees; to determine the City's mission and policies and to set forth all standards of service to be offered to the public; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; and to perform any other managerial functions whether or not specifically identified in these policies.

## **Employee Responsibilities**

Employees subject to these policies shall comply with and carry out the provisions of these policies. Any employee who fails to comply with any of the provisions of these policies may be subject to disciplinary action by the City Council.

## **2.3 Definitions**

For purposes of these policies, the following definitions will apply:

**Administrator** – The person appointed by the City Council who administers the City policies.

**Appointment** – A regular assignment to a paid position within the City.

**At-Will Employment** – An employee can quit for any reason; an employer can fire any employee for any reason as long as that reason is not illegal, such as discrimination based on race, creed, color, sex, national origin, ancestry, religion, age, disability, sexual orientation or marital status.

**Authorized Hours** – The number of hours an employee is hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

**Benefit-Eligible** – A regular or limited-term position that is regularly scheduled to work 80 hours or more during a two-week pay period, and has been designated as "benefit-eligible" by the City Council.

**Benefits** – Privileges granted to qualified employees in the form of paid leave and/or insurance coverage.

**Benefit Earning Employees** – Employees who are eligible for at least a pro-rated portion of City provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

**City** – All departments and employees coming under the jurisdiction of the City Council of Grand Rapids.

**City Council** – The City Council of Grand Rapids including the Mayor and all other Council members.

**Class** – One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required minimum requirements of training, experience, or skill; and such other characteristics that the same title, the same tests of fitness, and the same schedule of compensation may be applied with equity to all of the positions.

**Classification** – The grouping of positions into classes with regard to duties and responsibilities.

**Confidential** – An employee who (1) has access to labor relations information, including City management's positions on economic and noneconomic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position and/or (2) actively participates in the meeting and negotiating on behalf of the City.

**Core Hours** – The core hours that all employees (exempt and non-exempt) are expected to work are 8:00 a.m. to 4:30 p.m., Monday through Friday. Police, fire, public works and library employees do not have core hours and work the schedules established by their supervisors.

**Date of Employment** – The date a person begins employment in a position. The most recent date of hire in a position is used for determination of eligibility for seniority, flexible time and extended medical benefits.

**Days** – Unless otherwise indicated, this means scheduled working days.

**Demotion** – The movement of an employee from one job class to another within the City, where the maximum salary for the new position is lower than that of the employee's former position.

**Department** – One of the principal branches of the City.

**Department Head** – Those elected and appointed officials who are responsible for management of a division/department as determined by law or the City Council.



**Direct Deposit** – As permitted by state law, all City employees are required to participate in direct deposit for their payroll check.

**Director** – One that supervises, controls, or manages a Department.

**Dismissal** – Termination of employment by the City.

**Elected Official** – Those City officials selected by vote of the electorate.

**Eligibility List** – The list of any persons who are eligible to be considered for a given job or class of jobs.

**Eligible** – The status of any person whose name is on the reinstatement or eligibility list for a given class.

**Emergency Employee** – A person who is appointed to perform certain duties when an emergency exists.

**Employee** – An individual who has successfully completed all stages of the selection process including the training period.

**Exempt Employee** – Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act. These employees are generally employed in management, administration, or professional positions.

**Extended Family** – Employee's parents-in-law, stepparents, grandparents, grandchildren, son(s)-in-law, daughter(s)-in-law, brother(s)-in-law, sister(s)-in-law, aunts, uncles, nieces and nephews.

**Extended Medical Benefit (EMB)** – The number of hours an employee has earned that may be taken with pay, due to illness or injury to self or immediate family, necessitating absence from work after the initial forty (40) hours of flexible time off per incident.

**FICA (Federal Insurance Contributions Act)** – FICA is the federal requirement that a certain amount be automatically withheld from employee's earnings. Specifically, FICA requires an employee contribution of 6.2% for Social Security and 1.45% for Medicare. The City contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

**Fiscal Year** – The period from January 1 to December 31.

**Flexible Time Off (FTO)** – Hours earned that may be taken off with pay for any reason, and time that must be used for the first consecutive five (5) days of illness or injury to self or immediate family to be eligible for EMB.

**FMLA (Family & Medical Leave Act)** – Requires covered employers to provide up to 12 weeks of unpaid leave to eligible employees for reasons relating to family and medical care.

**Full-time Employee** – Employees who are required to work forty (40) or more hours per week year-round in an ongoing position.

**Grievance** – A dispute or disagreement as to the interpretation or implementation of these Policies.

**Hours of Operation** – The City's regular hours of operation are Monday through Friday, from 8:00 a.m. to 4:30 p.m.

**Immediate Family** – Employee's spouse, children, stepchildren, parents or legal guardian and siblings.

**Intern** – An individual in a training program who has no status as an employee.

**Layoff** – A separation of an employee necessitated by lack of work, lack of funds, the abolition of a position, organizational change, or any other management reason without delinquency or misconduct on the employee's part.

**Leave of Absence** – Approved time-off from work, with or without pay, and greater than five (5) consecutive days.

**Management Employee** – An employee who is responsible for managing a department or division of the City.

**Military Leave** – The leave of absence granted by state law to employees entering active duty in the armed forces of the United States.

**Non-Exempt Employee** – Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

**Non-Union Employee** – Employees not covered by any union collective bargaining agreement.

**Overtime** – All hours actually worked in excess of forty (40) by a non-exempt employee in one workweek.

**Part-time Employee** – Employees who are required to work less than forty (40) hours per week year-round in an ongoing position. In accordance with federal health care reform laws and regulations, the City shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. In order to comply with Health Care Reform law while avoiding penalties, part-time employees will be scheduled with business needs and in a manner that ensures positions retain part-time status under which intended.

**Pay Period** – A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Sunday through 11:59 p.m. on Saturday, fourteen days later.

**Position** – The employment for which an individual has been hired consisting of certain duties and responsibilities.

**Promotion** – Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the employee's former position.

**PERA (Public Employees Retirement Association)** – Statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account.

**Reclassification** – A change in classification of an individual position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in type, difficulty or responsibility of the work performed in such a position.

**Reclassify** – Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

**Reinstatement** – Appointment of a former employee who had regular or introductory status to the class to which the employee was assigned prior to layoff or separation or to a class of comparable level.

**Resignation** – A voluntary separation from City service by an employee in good standing.

**Retiree** – An individual who, at the time of termination of employment with the City of Grand Rapids, is eligible to receive a full or reduced P.E.R.A. annuity, or is receiving a P.E.R.A. disability benefit.

**Salary Range** – A division in the salary schedule to which classes of positions are assigned. The range of salary from minimum to maximum is that which a class of positions will be paid.

**Salary Schedule** – A chart indicating salary ranges in each class of positions which are assigned.

**Seasonal Employee** – Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. With the exception of the Assistant Superintendent at Pokegama Golf Course and the Maintenance Shift Lead at the Park and Recreation Department and IRA Civic Center, seasonal employees do not earn benefits or credit for seniority. In order to comply with Health Care Reform law while avoiding penalties, seasonal employees will be scheduled with business needs and in a manner which ensures positions retain seasonal status under which intended or, in some rare instances, may be offered health insurance to comply with federal health care reform laws and regulations while avoiding associated penalties.

**Separation** – An action of employees who leave City service due to death, dismissal, lay-off, resignation, or retirement.

**Service Credit** – Time worked for the City. An employee begins earning service credit on the first day worked for the City. Some forms of leave will create a break in service.

**Severance Pay** – Payout of accrued benefits to regular employees leaving City service in good standing.

## Status (Employment)

### 1. Regular\* -

The employees may work varying numbers of hours per week but are regularly scheduled for a set number of hours per week.

#### a. Regular Full-Time – A regular employee who:

- i. is usually scheduled for work and average 80 hours in a two-week pay period; or
- ii. works in a department that requires 24-hour coverage and has an alternative full-time schedule; or
- iii. is expressly defined as full-time by a collective bargaining agreement.

This term does not imply an employee has a vested right to continued employment.

#### b. Regular Part-Time – A regular employee who:

- i. is usually scheduled to work less than an average of 80 hours in a two-week pay period; or
- ii. is expressly defined as part-time by a collective bargaining agreement.

This term does not imply an employee has a vested right to continued employment.

### 2. Temporary\* -

An employee who is not regular or limited term and is defined as one of the following classes of employees: temporary, seasonal, substitute, student, or intermittent/casual. A temporary employee is not eligible for City employee benefits except those mandated by state or federal law. A temporary employee serves at will. An appointment to a temporary position does not confer regular status. A temporary employee is hired to fill a temporary need of a department and is appointed for a period of up to six months, unless granted an extension of up to six additional months.

#### a. Temporary Full-Time – An employee whose employment is limited by duration of a specific project or task; and

- i. is usually scheduled for work 80 hours in a two-week pay period; or
- ii. works in a department that requires 24-hour coverage and has an alternative full-time schedule; or
- iii. is expressly defined as full-time by a collective bargaining agreement.

#### b. Temporary Part-Time – An employee whose employment is limited by the duration of a specific project or task and;

- i. is scheduled for work less than an average of 80 hours in a two-week pay period; or
- ii. is expressly defined as part-time by a collective bargaining agreement.

#### c. Seasonal – Employment which is of a limited duration and which may recur during similar calendar periods.

#### d. Substitute – Employment which is solely to replace an absent regular or limited-term employee and which terminates upon the absent employee's return.

#### e. Student – an individual who is 21 years of age or younger and is enrolled full-time in a public, non-profit, or private educational institution or who has indicated an intention to continue as a full-time student following temporary employment. The work schedule of the student will be developed by the City Council based on the needs of the department and the student's class schedule. The student may work on a part-time and/or full-time basis, but may not work nor be in a position that is filled more than 100 days in a calendar year.

**Limited Term\*** - A position designated by the City Council at the time authorized as a "limited-term" position. These positions are established for a fixed period of time or as may be otherwise designated by the City Council. If funding for a limited-term position is decreased or three years passes, additional City authorization is required. These employees are eligible for the same benefits conferred upon regular employees of the same full-time equivalency, and are subject to the terms and conditions set forth by the City Council. Limited-term employees however, do not accrue seniority for purposes of lay-off or reemployment, unless the employee was in a regular position immediately before appointment to the limited-term position.

***\*All employees are At-Will employees.***

**Supervisor** – An employee who has the authority to undertake a majority of the following functions on behalf of the City: appoint, transfer, suspend, promote, terminate, assign, reward or discipline, direct, or adjust grievances of other employees, or to effectively recommend any of those actions. The exercise of such authority is not merely routine or clerical in nature but requires the use of independent judgment.

**Suspend** – To temporarily relieve an employee from duties of employment. A written notice of intent to dismiss may accompany the suspension following approval by City Council.

**Training Period** – A six month period (twelve months for police officers), at the start of employment with the City (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

**Transfer** – Movement of an employee from one City position to another position of the same class or to another class of the same salary range.

**Veteran** – Any individual who meets the definition of "veteran" set forth in Minn. Stat. §197.447 of the Veterans Preference Act.

**Veteran's Preference** – Preference granted to veterans as required by Minn. Stat. §§ 43A.11 and 197.455 through 197.481.

**Wage Schedule** – Schedule found in bargaining agreements indicating negotiated wages.

**Weapons** – Weapons are defined to include all legal or illegal firearms, switchblade knives or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

**Workweek** – A workweek is seven consecutive 24-hour periods (168) generally beginning at 12:01 a.m. each Sunday and ending at 11:59 p.m. the following Saturday. For most employees the workweek will run from Sunday through the following Saturday. With the approval of the City Administrator, departments may establish a different workweek based on coverage and service delivery needs (e.g., police department, fire department, park and recreation department).

## **2.4 Equal Employment Opportunity**

### **Purpose**

The purpose of this policy is to provide equal opportunity for all City employees and qualified applicants through constructive, positive initiatives that contribute to the City's mission statement. The City of Grand Rapids will take steps to ensure the continuing application of equal employment opportunity and diversity principles and laws, in full accordance with all applicable governmental orders, rules and regulations, both in letter and in spirit.

### **Policy**

The City of Grand Rapids requires that all employment practices be equal without regard to factors that are not job related; including race, color, creed, religion, national origin, gender, age (if age 18 or older), sexual orientation, marital status, public assistance status, veteran status including Vietnam-era veteran status and special disabled veterans, or disability provided they can perform the essential functions of the job. This policy covers the areas of, but is not limited to, recruitment, promotions, transfers, performance evaluations, demotions, training and all other areas of employment.

Discrimination is adverse to this work environment and will not be tolerated by the City. It is the policy of the City of Grand Rapids to maintain a work environment free from discrimination, including freedom from discrimination based on race, color, creed, religion, national origin, gender, age (if age 18 or older), sexual orientation, marital status, public assistance status, veteran status including Vietnam-era veteran status and special disabled veterans, or disability provided they can perform the essential functions of the job.

This policy applies to all of the City's employees, elected officials, member of boards and commissions, volunteer firefighters, police reserve and other personnel as well as consultants rendering professional services to the City.

### **Employment Conditions**

This policy commits the City to equal employment opportunity in all aspects of employment, including recruitment, selection, placement, transfer, promotion or demotion, training and development, benefits compensation, social and recreational programs, termination and all terms or conditions of employment. The City will attempt to accommodate special religious observances and practices of employees and applicants, except where it would create hardships on the City.

Arbitrary, artificial or non-job related standards of selection are contrary to this policy. An objective evaluation of individual qualifications, interests and potential, as related to the requirements and responsibilities of the job to be filled and the consideration of the City policies, will determine selection. Any position that requires specific criteria, which could potentially limit the consideration of protected groups' individuals, needs to be reviewed by Administration.

During the recruitment and selection process, requests for information will be related to the job or as needed to comply with applicable laws, rules, and regulations. Information regarding the age of the applicants may be requested only when there is a reason to believe the applicant does not meet the legal minimum age requirements. An applicant's disclosure of gender, race or veteran's status is voluntary and kept in a separate confidential file for the sole purpose of record keeping and reporting. Following the commencement of employment, information regarding an employee's race, age, gender, language, previous and present insurance coverage, marital status, veteran's status, or disability may be collected and recoded for reporting and legitimate business purposes only.

Changes in job status and opportunities for earning benefits and compensation will be afforded to employees equally based on qualifications, job criteria or business necessity.

### **Reporting Discrimination**

Any persons who believe they have been discriminated against should report the violation to a member of the department management staff. At any point in the complaint process, however, a person may contact the City Administrator. Any complaint received by management will be treated as confidential and reported to the City Administrator or Director of Human Resources.

### **Investigation**

For the employee and the City's protection, the City Administrator, Director of Human Resources or legal counsel may conduct an investigation of allegations. The Administration Department will respond to complaints as promptly and objectively as possible under the circumstances. Any party to the complaint has a right to invite a coworker within the organization to be present at the proceedings regarding the complaint. It may be necessary to disclose information in the process of the investigation. Reasonable efforts, however, will be made by the City to respect the confidentiality of the individuals involved, to the extent permitted by law.

### **Appeal**

If an employee making a complaint does not agree with its resolution, the employee may appeal the resolution to the City Council, who will make the City's final determination on such appeal. The employee must submit this appeal in writing to the City Council.

The City recognizes also that false accusations of discrimination can cause serious harm to innocent persons and that the making of repeated false/frivolous accusations is a violation of this policy.

### **Retaliation Prohibited**

Employees and applicants are protected from retaliation, discrimination or interference for filing a complaint or assisting in an investigation.

### **Evaluation**

Responsibility for carrying out the day-to-day monitoring of our equal employment policy resides with our City Administrator.

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| <b>2.5 Harassment</b> |
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It is the City's desire to create a work environment that permits and encourages employees to work toward their full potential. This environment is one which is fair, respectful, and responsible, and which supports career goals on the basis of individual demonstrated ability and performance.

### **Policy Statement on Sexual Harassment:**

Harassment is adverse to any work environment and will not be tolerated by the City. It is the policy of the City of Grand Rapids to maintain a work environment free from discrimination, including freedom from harassment based on race, color, creed, religion, national origin, gender, age (if age 18 or older), sexual orientation, marital status, public assistance status, veteran status including Vietnam-era veteran status and special disabled veterans.

It is also the policy of the City of Grand Rapids to maintain a work place free from any form of sexual harassment or sexual intimidation. Sexual harassment is a form of gender discrimination and can be directed at both men and women. It is illegal and unacceptable behavior which will be subject to appropriate disciplinary action up to and including termination.

This policy applies to all of the City's employees, elected officials, member of boards and commissions, volunteer firefighters, police reserve and other personnel as well as consultants rendering professional services to the City. (See Application, Section 2.2)

### **Definition of Sexual Harassment**

"Sexual harassment" includes but is not limited to unwelcome sexual advances of any nature, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that employee's employment; or
3. That conduct or communication has the purpose or effect of substantially interfering with an employee's employment, or creating an intimidating, hostile or offensive employment environment.

Specifically, no Supervisor or other employee shall threaten or insinuate, explicitly or implicitly, that another person's refusal to submit to unwelcome sexual advances will adversely affect the person's employment status, evaluation, wages, advancement, assignment, duties or any other condition of employment or career development. No employee shall promise or grant preferential treatment for submitting to such advances.

Further, no employee shall engage in any other form of behavior which could constitute sexual harassment such as unwelcome sexual advances, repeated unwelcome request for dates, unwelcome touching, repeated offensive flirtation, verbal abuse of sexual nature, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, offensive sexual jokes, physical assault and the display of sexually offensive objects, including explicit posters, pinups or electronic messages.

### **Definition of Non-Sexual Harassment**

The EEOC defines unlawful harassment as "verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, age or disability, or that of his/her relatives, friends or associates, and that: i) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or iii) otherwise adversely affects an individual's employment opportunities."

Examples of the types of nonsexual verbal or physical conduct in the workplace that may constitute unlawful harassment under the civil rights laws, include, but are not limited to, epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, national origin, age or disability. Other examples include written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age or disability, and that is placed on walls, bulletin boards or elsewhere on the employer's premises, or circulated in the workplace. Included in this definition are acts that purport to be jokes or pranks, but that, in reality, are hostile or demeaning with regard to race, color, religion, gender, national origin, age or disability.

### **Reporting Harassment:**

It is the City's policy to deal with complaints of discriminatory or harassing behavior as promptly and completely as possible under the circumstances. Any employee who believes that he or she has been subjected to any harassment while working for the City of Grand Rapids has a responsibility to immediately report the harassment to the employee's Department Head, the City Administrator or Director of Human Resources. Any employee who becomes aware or is concerned about a perceived incident of harassment is encouraged to report this activity to the Department Head, the City Administrator or Director of Human Resources. Any Supervisor or Department Head receiving a report must contact the Director of Human Resources or City Administrator.

**Investigation**

The City will respond to all complaints as promptly and objectively as possible under the circumstances. The investigative process will be conducted as confidentially as possible. If the City determines a need, it will retain outside investigators to ensure unbiased action. Details of the complaint and investigation will only be released to those individuals with a need to know or who have a legal right to the information.

**Responsive Action**

Should the City determine that an employee violates this policy, he or she will be disciplined, up to and including termination, and may suffer legal consequences.

**Appeal**

If an employee making a complaint does not agree with its resolution, the employee may appeal the resolution to the City Council, who will make the City's final determination on such appeal. The employee must submit this appeal in writing to the City Council.

**Retaliation Prohibited**

No retaliatory action of any kind will occur because an employee reports an incident of suspected harassment. Any such retaliation should be reported in the same manner as set forth above. Any employee who violates this policy by filing a false complaint or anyone who engages in any retaliatory action against someone filing a complaint will be subject to appropriate disciplinary action.

**2.6 Reasonable Accommodation Policy****Policy**

The City of Grand Rapids is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of the City to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Minnesota Human Rights Act and the Americans with Disabilities Act Amendments Act (ADAAA), accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities.

**2.7 Drug and Alcohol-Free Workplace Policy****Policy**

The City of Grand Rapids has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of drugs or alcohol on the job may pose serious safety and health risks not only to the user but also to all those who work with the user. The possession, use or sale of illegal drugs or alcohol in the workplace may also pose unacceptable risks for safe, healthful and efficient operations. Therefore, the City has established the following policy with regard to the manufacture, distribution, dispensation, possession or use of alcohol and drugs.



## **Drug Free Awareness Program**

The City has a drug-free awareness program to inform employees about:

- a. The dangers of drug abuse in the workplace.
- b. The policy of maintaining a drug-free workplace.
- c. The availability of drug counseling, rehabilitation, and employee assistance programs.
- d. The penalties that may be imposed upon employees for drug abuse violations. Each situation is evaluated on a case-by-case basis depending upon the severity and circumstances.

The City makes a good faith effort to continue to maintain a drug-free workplace through implementation of this policy and the following Drug/Alcohol testing policy. Please contact the Director of Human Resources for additional information.

## **Responsive Action**

Should the City determine that an employee violates this policy, he or she may be disciplined, up to and including termination, and may suffer legal consequences.

## **Drug/Alcohol Testing Policy**

The City of Grand Rapids (hereinafter "City" or "Grand Rapids") values its employees and citizens, and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a critical threat to the safety, security and welfare of themselves, fellow employees, vendors, and citizens. It is the policy of the City of Grand Rapids to maintain a workplace free from the use and abuse of drugs and alcohol. The City of Grand Rapids will require that all employees and applicants participate in, consent and comply with the terms of this Policy as a condition of employment and continued employment. If questions arise regarding this Policy, please direct them to the City Administrator.

As part of its continuing effort to protect health, safety, and security, the City of Grand Rapids has adopted a drug/alcohol testing policy in accordance with Minnesota law, as follows:

1. The use, sale, possession, or transfer of drugs or alcohol are strictly prohibited by all employees and job applicants on City property, and at all times while City property is in use.
2. All employees and job applicants are subject to urinalysis or blood testing for the presence of drugs and/or alcohol, in accordance with this Policy.
3. Job applicants will be tested after an offer of employment has been made in each case, contingent upon the applicant's successful completion of the testing, and after the applicant has reviewed and completed the Pre-Testing Acknowledgment form, which will be supplied by the City.
4. The City of Grand Rapids employees will be subject to testing when there is reasonable suspicion that:
  - They are under the influence of drugs or alcohol; or
  - They have violated the policy set forth in Paragraph 1 above; or
  - They have sustained a personal injury, or they have caused another employee to sustain a personal injury; or
  - They have caused a work-related accident, or were operating or helping to operate any machinery, equipment, or vehicle involved in a work-related accident.
5. Any employee who has been referred by the City for chemical dependency treatment or evaluation, or is participating in treatment under an employee benefit plan, may be required to submit to testing during the course of participation in the evaluation or treatment, and for a period of two years following the completion of any prescribed chemical dependency treatment program.

6. Any employee or job applicant may refuse to submit to testing to be conducted pursuant to this Policy, but refusal will result in the following consequences:
- As to any job applicant: an immediate withdrawal of the pending job offer;
  - As to any employee: discipline or termination of employment, at the sole discretion of management.
7. All testing will be conducted in accordance with the following procedures:
- Each person to be tested will complete, sign and date a Pre-Testing Acknowledgment form supplied by the City.
  - Each test will be conducted by a laboratory which is authorized by law to conduct such tests, and which confirms to the City of Grand Rapids that its procedures are in accordance with Minnesota law.
  - All samples which test “positive” on an initial screening test will be subjected to a confirmatory retest by the laboratory, before the results are reported to the employee or job applicant;
  - Results will be reported to each employee and job applicant in writing within three (3) working days of the receipt of the results by the City.
  - Any employee or job applicant may submit additional information for the purpose of explaining such test results, or may request a confirmatory retest at his or her own expense. Any such additional information or request for a retest must be submitted in writing to the City Administrator of Grand Rapids within five (5) working days after notice of the results of the test.

A positive result on the final confirmatory retest pursuant to this Policy will result in the following consequences:

- a). **Employee on the first incident: the requirement, as a condition of employment, that the employee successfully complete a drug or alcohol counseling or rehabilitation program selected by the City, at the employee’s expense, or under an employee benefit coverage program.**
- b). **Employee on the second or subsequent such incident: discipline or termination from employment, at the sole discretion of the City.**

All tested employees will be entitled to receive a copy of the laboratory document that certifies the test results.

## **2.8 Respectful Workplace Policy (includes sexual harassment prevention)**

### **Policy**

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

## **Abusive Customer Behavior**

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any internal or external customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

## **Types of Disrespectful Behavior**

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

***Violent behavior*** includes the use of physical force, harassment, or intimidation.

***Discriminatory behavior*** includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

***Offensive behavior*** may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name-calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the city, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

***Sexual harassment*** can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Although the intent of the person engaging in the conduct may be harmless or even friendly, it is the welcomeness of the conduct by the recipient that is relevant to whether the conduct is harassment. *Given the difficulty of judging whether the conduct is welcome or unwelcome in particular situations, The City of Grand Rapids prohibits all employees from engaging in any conduct of a sexual nature or amounting to harassment based on any protected category in the work setting.*

This policy applies to everyone, including management. No retaliation or intimidation directed towards anyone who makes a complaint will be tolerated.

### **Employee Response to Disrespectful Workplace Behavior**

Employees who believe that disrespectful behavior is occurring, observe or overhear a violation of this policy, are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below.

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor, Director of Human Resources, or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter as soon as practicable after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, Director of Human Resources, City Administrator or Police Department.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

### **Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the Director of Human Resources or City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview.

Step 3. The supervisor must notify the Director of Human Resources or City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

### **Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Director of Human Resources or City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator who will determine the appropriate investigation and action.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

### **Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

### **Retaliation**

Consistent with the terms of applicable statutes and City personnel policies the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

## **2.9 Workplace Safety Policy**

### **SAFETY**

The health and safety of each employee of the City and the prevention of occupational injuries and illnesses are of primary importance to the City. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

### **Reporting Accidents and Illnesses**

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

### **Safety Equipment/Gear**

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that the employee wear such equipment.

### **Unsafe Behavior**

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the City's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

## **2.10 Political Activity**

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

# 3 Employment

## 3.1 Employee Recruitment & Selection

### 3.1.1 Scope

The city administrator or a designee will manage the hiring process for positions within the city. While staff may coordinate the hiring process, the City Council is responsible for the final hiring decision and must approve all hires to city employment. All hires will be made according to merit and fitness related to the position being filled.

### 3.1.2 Features of the Recruitment System

The city administrator or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer, or some other method.

This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made online or by application forms provided by the city. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the city administrator or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position.

The city administrator may extend the deadline for application. Unsolicited applications will be kept on file for a period of two (2) years.

Position vacancies may be filled on an “acting” basis as needed. The City Council will approve all acting appointments. Pay rate adjustments, if any, will be determined by the City Council.

### 3.1.3 Recruitment

The Director of Human Resources shall prepare a notice of position opening. This notice will include the description of the responsibilities and essential duties of the position, qualifications necessary to fill the position, and the typical beginning salary range. The notice of position vacancy will be posted and advertised in accordance with the Affirmative Action Policy and in such a manner that will provide open competition of qualified candidates. No preference in hiring is given to relatives of current employees or elected officials.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final City Council approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to City Council approval.

Whenever possible, consistent with the needs of the City and the skills and experience of employees, the City will promote from within. Transfers will be based on the needs of the City.

All regular exempt and non-exempt job openings shall be posted and advertised in accordance with the Affirmative Action Policy and in such a manner that will provide open competition of qualified candidates. Jobs are posted on bulletin boards for employees to review. The bulletin boards are located outside the employee lunchroom. Job postings remain on the board until the position posting closes or is filled or at management’s discretion.

A promotion is a reclassification to a more responsible job that is intended to be a regular assignment. Following are some of the factors that are taken into account by the City when considering an employee for a promotion or transfer.

- Proven work performance
- Ability to perform the work
- Meet all minimum requirements of the new position
- Knowledge, skills and abilities
- Attendance and punctuality record.

Employees who have been in their current position for at least six months may apply for internal job openings. This requirement may be waived with the consent of the employee's Department Head and Administration. Employees must complete an employment application. The form should be completed and turned into Administration before the position posting close date. All applicants for a posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by Administration. Once transferred to a new position, employees will enter into an introductory period for the new position.

### **3.1.4 Examination Process**

The examination process may consist of one or any combination of the following methods or other acceptable selection techniques:

- ability tests,
- performance tests,
- ratings of experience and training,
- oral exams,
- evaluation of daily work performance,
- physical/agility tests,
- work samples, and or
- medical examinations.

Any method(s) chosen shall evaluate only those criteria necessary to perform adequately in the position. Department Heads/Supervisors will have the opportunity to participate in the selection process.

All appointments to regular full-time or regular part-time positions subject to these regulations shall be made through one of the following processes, subject to the recall of recently laid-off employees:

#### **1. Open-Competitive**

Competitive examinations for a position in the City are open to all applicants who are citizens of the United States, or who are eligible and have applied for citizenship, or who meet all of the requirements for employment as defined by applicable laws or regulations; and who meet reasonable qualifications or standards prescribed by the Administration Department, that relate to the abilities of candidates to perform the duties of the position efficiently and effectively.

#### **2. Promotional Examination**

Promotional examinations shall be open to all regular or limited-term employees who meet the qualifications for the positions. Temporary employees shall not be eligible to apply for a promotional appointment.

Regular City employees are encouraged to seek opportunities within the City and are provided paid time, during their regularly scheduled working hours, to participate in employment examinations, oral interviews or departmental interviews.



### **3.1.5 Background Checks and Reference Checks**

All finalists for employment with the City will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the City Administrator will determine the level of background check to be conducted based on the position being filled. A telephone reference check with past employers is probably the most common kind of background check conducted.

### **3.1.6 Eligibility List**

The Director of Human Resources shall create and maintain a list of eligible candidates for each position opening based upon open competitive or promotional examinations for each position or based upon records of efficiency, performance, and conduct of present City employees. Only candidates meeting the minimum qualifications of the position may be placed on the Eligibility List. The City Administrator shall determine the period of time an Eligibility List shall remain in effect. The Eligibility List shall not remain in effect for more than two years. When an Eligibility List exists for any class and the City Administrator deems it necessary to establish another such List for the same position, the existing List may be canceled.

### **3.1.7 Re-employment List**

When an introductory or regular employee is separated from employment without fault, the City Administrator may place the employee's name on the appropriate Re-employment List. Following separation from City service, names may be placed on the Re-employment List for employees who have been laid off because of a short-term City emergency, such as fire in the workplace. Each name on a Re-employment List shall be removed one (1) year from the effective date of separation from service, unless extended for a period not to exceed one (1) additional year by the City Administrator. Re-employment candidates should meet the current minimum qualifications to be considered.

Employees who have separated from City employment to serve in an elective or appointive capacity in a government unit, or accepted a position that results in an intergovernmental transfer shall retain their reinstatement rights.

Employees who have been laid-off for more than one year due to lack of work or funding must serve an introductory period upon being reinstated to active employment.

### **3.1.8 Notification of Appointment**

The Director of Human Resources will notify the candidate selected for appointment in writing. The notification will also include the employment starting date, working hours and salary. The Administration Department shall notify those candidates certified but not selected and the remaining candidates who were not selected in writing.

All offers of employment for safety-sensitive positions requiring candidate medical examinations, drug testing, and motor vehicle license check, or any other appropriate job-related pre-employment inquiries, are strictly conditional based upon inquiry results.

### **3.1.9 Medical Examination**

For regular and limited-term positions, a medical and/or psychological examination may be required if necessary to determine fitness to perform the essential functions of the position. Such examination may only be required after a conditional job offer has been extended to the candidate. The offer of employment may be conditional upon successful completion of a medical and/or psychological examination by a physician or psychologist designated by the City Administration Department.

When required, the medical and/or psychological examination will be conducted by a licensed physician and/or licensed psychologist or psychiatrist designated by the City with the cost of the exam paid by the City. The physician and/or psychologist or psychiatrist will notify the City Administrator that a candidate either is or is not medically able to perform the essential functions of the job, with or without accommodations and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the City Administrator will confer with the physician and/or psychologist or psychiatrist and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, he or she will be notified of this determination.

### **3.1.10 Promotions and Transfers**

A promotion is a reclassification to a more responsible job that is intended to be a regular assignment.

A transfer is the movement of an employee from one position to another position of the same class or to another class of the same salary range. Transfers will be based on the need of the City.

In order to make a promotion or transfer to a vacant position, employees who have been in their current position for at least six months may apply for internal job openings. This requirement may be waived with the consent of the employee's Department Head and Administration. Employees must complete an employment application or submit a letter of intent to post. The form or letter should be completed and turned into Administration before the position posting close date. All applicants for a posted vacancy will be considered based on their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by Administration. Once transferred to a new position, employees will enter into an introductory period for the new position.

Following are some of the factors that are taken into account by the City when considering an employee for a promotion or transfer:

- Proven work performance
- Ability to perform the work
- Meet all minimum requirements of the new position
- Knowledge, skills and abilities
- Attendance and punctuality record.

### 3.2 Tennesen Warning

Every department that collects private data (as defined by the Minnesota Government Data Practices Act) from an individual concerning himself/herself shall, prior to collecting the data, inform the individual of his/her rights as a subject of data. These rights are referred to as the "Tennesen Warning".

A "Tennesen Warning" is not required when private data are collected from an individual who is not the subject of the data.

The "Tennesen Warning" consists of the following information, which must be communicated to the individuals from whom private data concerning the individual are collected:

- The purpose and intended use of the requested private data.
- Whether the individual may refuse or is legally required to supply the data.
- Any known consequences arising from the individual's refusing to supply private data.
- The identity of other individuals, entities, or persons authorized by State or Federal laws to receive the data.

Any City Council that regularly collects private personnel data shall use a written Tennesen Warning, a copy of which shall be on file with the Administration Department.

### 3.3 Personnel Records

The City of Grand Rapids maintains relevant data concerning all employees from the time they apply for work through their termination. The primary reason for collecting and maintaining this data is to provide accurate information to management and all government agencies to comply with all laws. Further, because the City respects the confidentiality of each employee, employee personnel files will be administered and maintained in accordance with all applicable laws.

Employees have the responsibility to notify the Administration department of any changes in personnel data. Personal mailing addresses, marital status (including legal separation), telephone numbers, number and names of dependents and/or individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times. All qualifying family status changes for the purpose of some benefit plans must be made within 30 days of the qualifying event.

Personnel files are the property of the City. Any review of the personnel files, by either an employee or other person, will be in the Administration department area and the files must remain there.

#### **Media Inquiries – Please See Department Rules**

All city employees have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of an individual's job duties should be routed to the appropriate department or to the data practices authority.

Any employee who identifies a mistake in reporting should bring the error to the City Administrator or the employee's supervisor. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use etc.

With the exception of routine events and basic information that is readily available to the public, all requests for interviews or information from the media are to be routed through the City Administrator or the individual's Department Head. No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, and web sites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the City Administrator of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the City Administrator. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline and contact information.

All news releases concerning City personnel will be the responsibility of the City Administrator, City Attorney, or Human Resources Director.

### **Communicating on behalf of the City**

When/if the City Administrator authorizes a staff person or the City Attorney to communicate on behalf of the city in interviews, publications, news releases, on social media sites, and related communications, the spokesperson must:

1. Identify themselves as representing the city. Account names on social media sites must be clearly connected to the city and approved by the City Administrator.
2. All information must be respectful, professional, and truthful. Corrections must be issued when needed.
3. Personal opinions generally do not belong in official city statements. One exception is communications related to promoting a city service. For example, if an employee posted on the city's Facebook page, "My family visited Hill Park this weekend and really enjoyed the new band shelter." Employees who have been approved to use social media sites on behalf of the city should seek assistance from their Department Head for questions on this topic.
4. Employees need to notify the City Administrator if they will be using their personal technology (cell phones, home computer, cameras, etc.) for city business. Employees should be aware that the data transmitted or stored might be subject to the Data Practices Act.

### **Business Cards**

Business cards for all staff must use the standard 2 x 3.5" format. QR codes, maps, or other necessary information may be added to the backside of the business card with approval of the Department Head or City Administrator.

### **Logo Standards**

The City logo is located on the Public drive. This brand was selected to represent a diverse cross-section of community interests and emphasis. As such, it should not be changed in any way.

The following are examples of improper usage of the logo:

- Do not use any unofficial colors or any other combination of colors
- Do not delete, adjust, or add any element of/to the logo
- Do not screen the logo or use the logo behind text
- Do not rotate the logo
- Do not add unofficial copy or graphics covering any part of the logo
- Do not change the proportions of the logo
- Do not place type or objects within ¼” of the logo
- Do not try to recreate the logo, use only the artwork provided.
- Do not use the logo to replace the words “City of Grand Rapids” in a sentence or headline.
- Do not place two logos adjacent to each other

### **Communication Quick Fact Sheet**

Community Identity – Grand Rapids: It’s in Minnesota’s Nature

Key Messaging – Grand Rapids is a great place to live, work, play, and visit.

Vision Statement – The City of Grand Rapids will be accountable to future generations, maintain our ability to choose our own destiny, and recognize partnership opportunities with our greater community.

## **3.4 Work Schedules**

Supervisors will establish work schedules for employees with the approval of the City Administrator. City offices will generally be open for business from 8:00 a.m. to 4:30 p.m., Monday through Friday. The normal workweek is measured from Sunday through the following Saturday.

Your manager or Supervisor will advise you when your schedule will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variation in the total hours that may be scheduled each day and week. You will receive notice of changes in the work schedule as far in advance as is reasonably practical.

Non-exempt employees (eligible for overtime pay) are not authorized to take work home or work through lunch without prior approval from their supervisor.

### **3.4.1 Part-time, Seasonal and Temporary Positions**

In order to comply with law while avoiding penalties, part-time employees will be scheduled with business needs and in manner that ensures positions retain part-time status under which intended. Employees in part-time and temporary positions will not be permitted to work more than 28 hours/week, including hours worked and paid leave (such as Flexible Time Off or holiday leave). All shifts, including schedule trades or picked-up shifts, must be pre-approved by supervisor. Unpaid furloughs may be imposed on employee who exceeds 28 hours/week. Working a shift without prior approval may result in discipline, up to and including termination of employment. In some rare instances, a part-time, seasonal or temporary employee may be offered health insurance in order to comply with federal health care reform laws and regulations.

Seasonal employees may be assigned to a full-time or part-time schedule.

### **3.5 Break and Lunch Periods**

The time for specific lunch periods will vary by work area and work schedule. You will be notified by your Supervisor of the time assigned for your lunch and break periods.

All non-exempt employees are allowed a paid fifteen (15) minute break within each consecutive four (4) hours of work. Part-time employees working four hours or less per day will receive one break. To the extent possible, breaks will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted break time.

All non-exempt employees are provided with one 30 minute, unpaid, uninterrupted meal period per 8-hour workday. Meal periods will not be included in the computation of overtime, nor included in the computation of a normal work shift or payroll period.

Because smoking is not allowed inside any facility, employees who wish to do so must do this on their regularly scheduled break or lunch periods. No additional time will be allowed for smoke breaks.

The City will provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child, unless doing so would unduly disrupt the operations of the City. The break time must, if possible, run concurrently with any break time already provided to the employee. The City will make reasonable efforts to provide a room or other location in close proximity to the work area, other than a toilet stall, where the employee can express her milk in privacy.

### **3.6 Attendance and Punctuality**

The success of our City depends greatly on our employees. All employees are encouraged to have habits of good attendance and punctuality. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. From time to time, an instance may arise when you may be away from work due to circumstances beyond your control. Appointments must be scheduled outside of working hours whenever possible.

If there is an absence of two consecutive workdays without notifying your Supervisor, it may result in discipline up to and including termination. Poor attendance records cannot be condoned and an employee with a record of excessive absenteeism or tardiness may be subject to disciplinary action or termination.

Supervisors will take corrective action for absences, tardiness, leaving early or abusing break times. Management reserves all rights to determine when disciplinary action is needed and to what extent. Factors such as individual circumstances, job performance, etc. may be considered in making such decisions.

#### **3.6.1 Notification for Absence or tardiness**

You must notify your Supervisor (or another Supervisor that has been previously designated) if you are unable to report to work or if you will arrive late. Contact your Supervisor as soon as you know of your inability to report on time. At a minimum, you should call by the start of your shift.

Notifying the Receptionist or a co-worker is not sufficient. If you are unable to call in yourself, please have someone call in on your behalf. It is your responsibility to ensure that your Supervisor is aware of your absence or late arrival.

### **3.6.2 Adverse Weather Conditions**

The City offices shall be open for business on all business days except legal holidays, holidays established by the City Council and emergency situations.

In the event of inclement weather the City Council authorizes the City Administrator, and if the City Administrator cannot be reached, the City Engineer and if the City Engineer is unable to be contacted the Public Works Director to determine whether an emergency exists in which the public interest will be best served by the closing of a City office or offices.

### **3.6.3 Closing of City Offices due to Weather Emergency**

If a City office **is closed** due to a weather emergency, subject to the requirement of state and federal law, the following shall apply:

a. If employees are released before the start of a work shift, non-exempt employees will not be paid for that shift except by using accumulated compensatory time, earned FTO, documented extended medical benefit or leave without pay or by making up the time by balancing hours within the current workweek as authorized by their Department Head or City Administrator. Employees are expected to listen to 96.9 KMFY-FM radio for announcements of closings of City facilities and are not to report to work if their work site is not open. If notice of closing has not been broadcast by 7:15 A.M. of the workday, employees shall assume that the City facilities will be open. Employees reporting to work when a public announcement has been issued by 7:15 A.M. of the workday that their workstation is closed could make up the time that day only with authorization by their Department Head or City Administrator.

b. If employees are released during a work shift, non-exempt employees on duty will be paid for hours actually worked and may use accumulated compensatory time, earned FTO, documented extended medical benefit, or leave without pay for the remainder of that work shift, or may make up the time by balancing those remaining hours within the current or next pay period as authorized by their Department Head or City Administrator.

c. Those employees required by the City Administrator to work during severe weather due to the nature of their job responsibilities such as certain Police and Public Works employees shall be paid.

d. Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, continuing after regular office hours. Simply remaining on the premises after hours will not entitle employees to overtime compensation.

**When a City office or offices have not been officially closed during inclement weather, the following policy shall apply:**

### **3.6.4 Inclement Weather – City Offices not officially closed**

When a City office or offices **have not been officially closed** during inclement weather, the following policy shall apply:

a. Employees who, because of inclement weather, report to work after the start of their scheduled work shift may use accumulated compensatory time, earned FTO or leave without pay or by making up the time by balancing hours within the current work week as authorized by their Department Head or City Administrator. This provision is subject to the employee reaching agreement with the Department Head or City Administrator as to the severity of the inclement weather. This provision shall not apply to those employees whose job duties require working during inclement weather.

b. At the discretion of the Department Head or City Administrator, employees who desire to leave work early because of inclement weather may make up lost hours by using accumulated compensatory time, earned FTO or leave without pay or by making up the time by balancing hours within the current work week as authorized by their Department Head or City Administrator. This provision is subject to the employee reaching agreement with their Department Head or City Administrator as to the severity of the inclement weather. The Department Head or City Administrator will assure there is sufficient staff on duty for the department to function.

### **3.6.5 Closing of City Offices Due to Bomb Threat or Other Threat to Public Safety**

If a City Building is officially closed because of a bomb threat or other public safety threat before it is open for business or after it is open for business but before 12:00 P.M., the following shall apply:

- a. Employees are expected to listen to 96.9 KMFY-FM radio for an announcement of reopening.
- b. If the building is not reopened during the same business day and the employees are not directed to a different work site, the employees shall be paid for their full shift as if they had worked it.
- c. If the building is reopened for business later that day, employees who report to work at the designated time will be paid for their full shift as if they had worked it. Employees who do not return to work or who report after the designated time may use accrued flexible time off or compensatory time to replace work hours lost. If there is no accrued flexible time off or compensatory time, the employee may take leave without pay or, with Supervisory approval, the employee may make up the time later.

If the building closes at 12:00 P.M. or later and the employees are sent home, the employees shall be paid for their full shift as if they had worked it.

If a City building is not closed or evacuated, but the employee is anxious or fearful and requests to leave, the Supervisor may permit it unless the employee is classified as an "essential" employee or minimum staffing levels cannot be met if the employee leaves. In order to be paid for the time away from work, the employee may use accrued flexible time off or compensatory time.



## **3.7 Performance Evaluations**

### **NON-EXEMPT CITY EMPLOYEES**

Employees and their Supervisor are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal written performance evaluations are scheduled annually. For newly hired, exempt employees, the first formal performance evaluation will be scheduled near the end of your introductory period. The performance evaluation process allows you and your Supervisor to discuss the job responsibilities, standards and performance requirements of the job. Additionally, evaluations are conducted to provide both you and your Supervisor the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Employees do not have a right to grieve their performance review, but may submit a written response, which will be attached to the performance review.

All parties involved in the evaluation must sign the employee's performance evaluation. Signing of the performance evaluation acknowledges that the review has been discussed with the Supervisor and does not necessarily constitute an agreement. Failure to sign the document by the employee will not delay its processing.

### **EXEMPT CITY EMPLOYEES**

#### **3.7.1 Performance Evaluation**

The performance appraisal system shall be based on position descriptions and results-oriented performance standards. The performance appraisal shall be designed to encourage the employee to reach maximum potential and enhance services provided by the City. Employees shall be evaluated, and a discussion will take place based on work performance at least once a year. Salary increases given for meritorious performance shall be based on such an appraisal. Standards against which performance is to be measured shall be specific, measurable, related to quality, quantity, timeliness of work or other reasonable performance criteria determined by the appropriate Supervisor. Appointing Authorities are responsible for the overall implementation of performance appraisals for employees within their departments.

#### **3.7.2 Performance Evaluation System Requirements**

The performance evaluation system shall be implemented in a method that meets the following minimum requirements:

- a. The performance evaluation system shall include an annual performance evaluation between Supervisors and their respective employees.
- b. Performance evaluations shall be in writing and both the Supervisor and employee shall each receive a copy.
- c. An official copy of performance evaluations shall be kept on file in the Administration Department.
- d. Performance evaluations shall be based on position descriptions and results-oriented performance standards.

#### **3.7.3 Record of Performance Appraisal**

Performance appraisals shall be conducted in the form and manner described by the Administration Department. Performance appraisals cannot be grieved.

### **3.8 Additional Employment**

An Employee may hold a job with another organization as long as the employee satisfactorily performs his/her job responsibilities and is not on a leave of absence with the City. Employees should consider the impact that outside employment may have on your health and physical endurance. All employees will be judged by the same performance standards and will be subject to scheduling demands, regardless of any existing outside work requirements.

Additional employment or activity for private gain that constitutes a conflict of interest with public duties or is inconsistent or incompatible with public employment is not permitted. In making such determinations, the following will be considered:

1. The use of City time, facilities, equipment and supplies, or the badge, uniform, prestige or influence of City employment.
2. Receipt or acceptance of any money or other consideration from anyone, other than the City, for the performance of an act which the employee would be required or expected to perform in the regular course of his/her City employment.
3. The performance of an act that may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the employee or the employee's department.

The potential for conflicts of interest is lessened when individuals employed by the City of Grand Rapids regard the City as their primary employment responsibility. All additional employment is to be reported to the employee's immediate Supervisor. If a potential conflict exists based on this policy or any other consideration, the Supervisor will consult with the City Administrator. Any City employee accepting employment in an additional position that is determined by the City Administrator to be in conflict with the employee's City job will be required to resign from the additional employment or may be subject to discipline up to and including termination.

For the purpose of this policy, additional employment refers to any non-City employment or consulting work for which an employee receives compensation, except for compensation received in conjunction with military service or holding a political office or an appointment to a government board or commission that is compatible with City employment. The following is to be considered when determining if additional employment is acceptable:

- Additional employment must not interfere with a full-time employee's availability during the City's regular hours of operation or with a part-time employee's regular work schedule.
- Additional employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use City equipment, resources or staff in the course of the additional employment.
- The employee must not violate any City personnel policies because of additional employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the City. Work performed for others while on approved vacation or compensatory time is not a violation of policy unless the work creates the appearance of a conflict of interest.
- Departments may establish more specific policies as appropriate, subject to the approval of the City Administrator.

City employees are not permitted to accept additional employment that creates either the appearance of or the potential for a conflict with the development, administration or implementation of policies, programs, services or any other operational aspect of the City.

### **3.9 Conflicts of Interest**

All employees are expected to conduct business with integrity and in accordance with the highest ethical standard. In order to avoid any real or perceived involvement in a conflict of interest, employees should not only refrain from any direct conflicts, but should also not refer City business transactions to a member of your family or other persons with whom there may exist a personal, business or financial relationship.

A conflict of interest includes:

1. Any situation where you may obtain personal gain or potential personal gain; or which may serve as a detriment to the City of Grand Rapids, either monetarily or to its public image because of the use of information.
2. Personal contact usually not attainable except through employment.
3. Any outside activity that may interfere with the operations of the City.
4. Any outside activity that may be viewed as competing with the services usually offered by the City.
5. Employees who are in doubt as to whether an activity violates this policy must discuss the matter in advance with their Supervisor or with City Administration.

### **3.10 Property and Information, Searches and Inspections**

The City reserves the right to access all City-owned property.

### **3.11 Bulletin Boards, Lockers**

#### Bulletin Boards

Bulletin Boards are placed in the building as an aid to better communications. Please make a practice of reading material that appears on them. Bulletin boards will be regularly maintained and all material that is not of a permanent nature will be cleared. Tampering, damaging, destroying or changing any City posting will result in disciplinary action.

#### Lockers

Some City employees are assigned a locker. Periodically and without notice lockers and lavatories may be inspected for safety, health and security reasons. The graffiti or the defacement of City property is a violation of rules and is subject to disciplinary action, up to and including termination.

The City reserves the right to open and inspect any locker at any time without notice. Employees will not be reimbursed for locks cut for the purpose of conducting a search of the locker.

### 3.12 Personal Appearance

The City of Grand Rapids' objective in establishing a business casual dress code is to allow our employees to work comfortably in the workplace. Yet, we still need our employees to project a professional image for our customers, potential employees, and community visitors. The dress and appearance of City employees is a direct reflection on the professionalism of our services. City employees meet with the public everyday as part of the regular workday. A neat, well-groomed employee will present a positive image of the City and demonstrate the pride of our City employees. Business casual dress is the standard for this dress code.

Because not all casual clothing is suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Radical departures from conventional dress or personal grooming and hygiene are not permitted.

Clothing shall always be clean, neat and in good repair. Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees or to the public is unacceptable. Clothing that has the City logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

Fridays are declared dress down days. On these days, jeans and other more casual clothing are allowed. However, clothing potentially offensive to others is never allowed. Other days can be declared dress down days as determined by the City Administrator.

#### Guide to Business Casual Dressing for Work

Good judgment in choosing your attire should be used at **all times** since we are in the public eye. This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. Neither list is all-inclusive and both are open to change. The lists tell you what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. Employees who have questions concerning dress standards should direct them to their immediate Department Supervisor.

**Non-uniformed personnel:** the following items are considered inappropriate attire for the office environment on a **regular** workday.

- denim of any style
- jeans of any color
- sweatshirts
- t-shirts
- tube tops
- sweats or workout clothes
- canvas or leather tennis shoes
- sports shoes
- shirt with logo other than the City of Grand Rapids
- body hugging clothes (leggings or spandex, etc.)
- clothing that is overly revealing or outlandish so as to cause distraction
- clothing that is overly worn, faded or in disrepair
- shorts
- shirts showing midriff

## **Uniformed Personnel**

Uniforms, which are provided to some City employees, are expected to be neat, fresh and clean when reporting for duty. Each department is responsible for seeing to it that employees follow regulations regarding uniforms, related accessories and equipment.

**All Personnel:** Exercise your good judgment. Department Supervisors have the responsibility of enforcing this policy. In some cases, it is the prerogative of a Department Supervisor to establish standards that are more restrictive or less restrictive.

Dress needs vary by job function. It is recognized that employees in certain departments must dress in uniforms or casual types of clothing due to job specific duties and conditions of their position. Reasons include safety, excessive wear and tear on clothing and appropriateness for job performance. Individuals who spend a portion of the day in the field need to dress in a manner appropriate to their jobs, as determined by their department Supervisor. Staff who are in the office shall follow the guidelines listed below.

### **Slacks, Pants, and Suit Pants**

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

### **Skirts, Dresses, and Skirted Suits**

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, sundresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

### **Shirts, Tops, Blouses, and Jackets**

Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress.

### **Shoes and Footwear**

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, and slippers are not acceptable in the office. Closed toe and closed heel shoes are required in some departments.

## **Jewelry and Tattoos**

The City of Grand Rapids recognizes that personal appearance is an important element of self-expression. As a result, the City wishes to make no effort to control or dictate employee appearance, specifically with regard to jewelry or tattoos, unless they conflict with an employee's ability to perform effectively in the position they hold or the specific work environment they are in.

Factors used to determine whether jewelry and tattoos pose a conflict with the job or work environment will include, but are not limited to:

- Safety of self or others
- Productivity or performance of tasks
- Perceived offense based on race, sex, religion, etc.
- Community norms
- Customer complaints

If a potential conflict is identified the employee will be encouraged to identify appropriate solutions such as removal of excess jewelry, covering of tattoos, transfer to alternative positions, etc.

Supervisors and managers will be responsible for answering questions and resolving issues related to this policy on a case-by-case basis to ensure unique circumstances are appropriately considered. An environment of mutual cooperation is the City's goal.

## **Makeup, Perfume, and Cologne**

Good hygiene is always expected. Makeup should be in good taste. Cologne and perfume should be worn in moderation; remember that some employees are allergic to the chemicals in perfumes and make-up.

## **Hats and Head Covering**

Hats are not appropriate in the office with the exception of head covers that are required for religious purposes or to honor cultural tradition.

## **Exceptions**

Department Heads may allow exceptions to this policy for short periods of time to meet unique workplace needs.

## **Conclusion**

Employees reporting to work in attire, which at the discretion of the City Administrator or Department Supervisor does not convey a professional image and is in violation of this policy, shall be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply; non-exempt employees will not receive paid hours during this time. Progressive disciplinary action will be applied if dress code violations continue.

### **3.13 Use of Equipment and Vehicles**

Equipment and vehicles essential to the services we provide are expensive and may be difficult to replace. When using property, you are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Please notify your Department Head if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your Supervisor can answer any questions about your responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of equipment can result in reasonable suspicion for drug/alcohol screening, disciplinary action, up to and including termination. If an employee negligently damages property or equipment, that person may be personally responsible for paying for the damage.

No City materials, equipment or tools may be removed from City properties at any time for personal use or gain. City owned equipment and vehicles may only be used during the regular hours of operations of the City.

No salvage material belonging to the City may be removed, collected or sold for personal gain, whether using City time or equipment or using personal time or equipment.

No employee shall operate or ride in a City vehicle or personal vehicle while on City business without a safety belt properly fastened.

All City vehicles are designated as "Non-smoking Vehicles".

#### **Take-home Vehicle and Motorized Equipment Vehicle Use Policy**

This policy will not apply to emergency vehicles assigned to the Police and Fire Departments, as they have existing policies.

Each employee authorized to use a City vehicle will sign a statement that he or she has read and understands the policy.

#### **A. Definitions**

1. Take-home Vehicle – Any car, truck, or special equipment vehicle that is owned, leased, or rented by the City, which is assigned to a particular employee to take home for business-related purposes as identified in this policy.
2. Motorized Equipment Vehicle – Any passenger vehicle or truck, self-propelled equipment, trailer, or trailer-mounted equipment that is towed by a self-propelled piece of equipment, which may be marked or unmarked with City identification, and/or licenses for use on public roadways and/or off road.
3. City Vehicle – Includes both take-home vehicle and motorized equipment vehicles.
4. Unmarked Vehicle – A City vehicle that is not easily identified as used by a City employee. Examples of such vehicles would be those used in fire and police criminal investigation and by detective personnel.

**B. General Statement** – Employees assigned take-home vehicles for daily use and commuting purposes or operating motorized equipment vehicles are governed by the following general policy and philosophy and by M.S. 471.666. City take-home vehicles are not personal vehicles and are not to be used for personal use. All City take-home vehicles should be viewed as belonging to the City of Grand Rapids and are assigned for commuting only for purposes consistent to solely providing services to the City.

**B. General Policies**

1. Passengers in City vehicles shall be limited to City employees and individuals who are directly associated with City work activity (City Council, committee members, consultants, contractors, etc.) and/or individuals participating in a bona fide “Ride Along” event. Family members shall not be transported in City vehicles. If an accident or medical emergency arises necessitating transport of passengers other than City personnel, the employee assigned the vehicle shall notify his immediate supervisor as soon as possible of the nature of the emergency.
2. City vehicles should carry only those items for which the vehicle is designed or utilized. Personal property, other than daily use items such as handbags, briefcases, umbrellas, and coats should not be transported in the vehicle.
3. Vehicle Operation: The operators of City vehicles must observe and obey all traffic ordinances, rules, and regulations, including:
  - a. Operate vehicle at, below posted speed limits, or at lower speeds if road conditions require a slower speed.
  - b. Operate vehicles in a safe and responsible manner.
  - c. Drivers and all passengers are required to wear a seat belt whenever a vehicle is in motion.
  - d. All doors must be closed and secure when a vehicle is moving.
  - e. Vehicles should be parked in a manner that does not obstruct traffic or building access.
  - f. Tobacco usage is not permitted in City vehicles.
  - g. When leaving a vehicle unattended, remove the ignition keys and secure the vehicle.
  - h. All City vehicles should be secured and locked after daily operation. If there is a designated location for storage of vehicles not in use, the vehicle must be returned to that storage location.
  - i. Motorized equipment vehicle keys should be returned to the key cabinet or daily to its proper storage location at the end of use.
  - j. Drivers shall have and maintain a valid driver’s license suitable for the operation of the particular vehicle to which they are assigned.
  - k. Fine or penalties for moving, parking, or any other violations are the responsibility of the operator.
  - l. In no event is a City vehicle ever to be utilized to transport alcoholic beverages or controlled substances except in the case of police officers acting in their official capacity.
  - m. City vehicles may not be utilized to transport weapons, except in the case of police officers acting in their official capacity and/or in the case where the occupant(s) have a “permit to carry” issued by the State of Minnesota or a state with which Minnesota has a “permit to carry” reciprocity agreement.
  - n. All City vehicles, except unmarked public safety vehicles, shall be identified with the standard City seal and/or the name of the Department.



- o. Duty to Report: In the event that any City-owned vehicle becomes inoperable due to mechanical problems, damage or becomes stuck, the operator of that vehicle shall immediately contact his/her supervisor and advise of the situation. It is the responsibility of the operator of the vehicle to document and report to the employee's supervisor any damage to the vehicle that occurs during the hours the vehicle is assigned to that person for use. In the case of personal injury and/or property damage accident occurring on a public street, the driver shall also immediately report the accident to law enforcement.
- p. It is the responsibility of the operator of the vehicle to document and report to the employee's supervisor any damage caused by the vehicle assigned to that person to any other vehicle or property.
- q. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:
  - i. Use voice-activated dialing when driving, or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask a passenger to dial).
  - ii. Do not use the wireless communication device at all in a school zone or if there are hazardous road or traffic conditions.
  - iii. Avoid multiple tasks when driving, such as trying to drive, taking notes and using a wireless communication device.

**C. Take-home Vehicle Policies**

1. If an employee is assigned a City take-home vehicle, this assignment shall be made consistent with Minn. Stat. 471.666 to confer a benefit upon the City. The only "personal use" of the vehicle permitted is travelling to and from the employee's residence and place of work, and personal use that is clearly incidental to normal workday activities. The vehicle should be driven over the most direct route taking into account road and traffic conditions. The vehicle should not be utilized for travel outside the direct route for personal reasons. "Clearly incidental" personal use shall mean use that does not create an impression that the vehicle is being used for personal reasons such as shopping, recreations, transportation of family or friends, etc. If in doubt as to whether a particular use is permitted, employees should seek supervisory approval.
2. Assigned take-home vehicles may be utilized for *de minimis* personal errands during the workday for transportation clearly incidental to normal workday activities. Employees will make every effort to minimize events of this nature.
3. Unauthorized use of a take-home vehicle may expose the individual to risk that the City's insurance coverage will not cover.
4. Whenever an employee who is assigned a take-home vehicle is on vacation or any other leave for more than two consecutive days, the vehicle may be reassigned by the City Administrator or parked in the appropriate City lot.
5. The Department Head will monitor a record of take-home mileage on a monthly basis. Employees assigned to vehicles may be required to document reasons for significant month-to-month variances. Other monitoring might entail unannounced visits to sites where vehicles are parked overnight.
6. In the event any of the above guidelines are not observed, an employee using a take-home vehicle for personal purposes shall reimburse the City at the prevailing mileage rate and disciplinary action may be taken.

7. **Take-Home Vehicle Tax Liability:** The City is required to comply with the IRS's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and *de minimis* personal errands, the City will use the Commuting Valuation method to report income. This method will use \$3 per day for each day of commuting as the amount of taxable income reported to the IRS so long as the user lives within the City or within 3 miles of the City limits. The income value to a user who lives further than 3 miles from the City limits may be calculated on a per mile basis in lieu of the \$3/day IRS rate. The IRS may amend this amount at any time. Marked and unmarked law enforcement vehicles and fire emergency response vehicles are excluded from this IRS requirement.

**D. Eligibility** – Eligibility for a take-home vehicle will be determined on a case-by-case basis and may be modified for any or no reason. Generally, for an employee to be assigned a take-home vehicle for commuting purposes, the Department Head must find that one or more of the circumstances identified in Minn. Stat. section 471.666 exist. The following factors shall be utilized in making this determination:

1. **On Call** – An employee designated to be generally available to respond to off-hours situations. Normally, this individual would be a public safety officer with responsibility for responding to calls outside of that individual's normal work hours, or a director or first level supervisor for a line work unit with an assigned responsibility to respond to service disruptions or other extraordinary events outside normal work hours.
2. **Emergency Availability** – Employee has supervisory responsibility for a line operation that provides services or maintains facilities on a 24-hour, seven-day schedule. Department operations are characterized by employees who work a six or seven-day week; extended hours; and/or frequent overtime. Employee is called for emergencies, which demand his or her expertise, experience, knowledge, judgment, and command ability.
3. **Service Supervision** – Due to the nature of the position, the responsibilities of the position and organization of the Department the individual is required to supervise programs and services at night and on weekend to ensure proper performance. The key difference between this category and the Normal Work Demand category is the nature of the activity; the amount of the activity; and the fact the activity is demanded by organizational consideration.
4. **Normal Work Demand** – Employee normally works a standard workweek and is regularly required to attend work events at places other than the employee's primary place or assignment outside of normal work hours.

**E. Severability.** If any section, subsection, sentence, clause, phrase, word, or other portion of this policy is, for any reason, held to be unconstitutional or invalid, in whole, or in part, by any court of competent jurisdiction or by state statute, such portion shall be deemed severable, and the validity of the remaining portions of this policy shall continue in full force and effect.

## **City Driving Policy**

This policy applies to all employees who drive a vehicle on city business at least once per month, whether driving a City owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The City expects all employees who are required to drive as part of their job to drive safely and legally while on City business and to maintain a good driving record.

The City will examine driving records once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their driver's license or receive restrictions on their license are required to notify their immediate Supervisor on the first workday after any temporary, pending or permanent action is taken on their license and to keep their Supervisor informed of any changes thereafter.

The City will determine appropriate action on a case-by-case basis.

### **3.14 Gratuities**

Any City employee or family member must comply with Minnesota Statutes 471.895, Subds. 1 and 2, concerning the acceptance of gifts or favors. During their performance of duties with the City, all City employees are prohibited from accepting from any person or entity presently or potentially benefitting from the City financially, with some exceptions, the following: money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given and received without the giver receiving consideration of equal or greater value in return.

All interpretations concerning gifts or gratuities must be brought to the City Attorney's Office for review.

### **3.15 Honoraria**

If employees present programs, workshops or make speeches or other appearances for which they receive honoraria, these honoraria are to be turned back to the City when:

1. the presentation is prepared during the employee's hours worked with the City;
2. the presentation is made during the employee's hours worked with the City; or
3. the City is paying travel expenses.

### **3.16 Use of Telephones, Voicemail and 2-way Radios**

Those employees whose job requires the use of a phone and voicemail should always use an appropriate greeting and speak in a courteous and professional manner. The phone system should be used in a businesslike manner. If you have questions about the use of the phone system, please contact your Department Head or the IT Department.

Personal calls are to be kept at a minimum; if necessary calls should be placed during lunch or break periods. Employees should discourage friends and family members from making personal calls to employees at the City's offices during work hours. Personal long distance phone calls are not permitted from City phones. Genuine emergency calls may be made or received.

Non-City provided cell phones and pagers should be turned off while at work unless approved by your Department Head in advance.

Federal Communications Commission regulations govern the use of communication radios and the City is periodically monitored by the Commission. Our radios are also subject to being heard by any member of the public with such equipment as well as by the City of Grand Rapids and other local law enforcement agencies.

Federal regulations and City policy prohibit the use of these communication radios for non-City business. These radios are not to be used to make comments about co-workers or to make abusive or profane comments or statements. Any employee violating this policy shall be subject to immediate disciplinary action.

## **3-17 Computer Network Policy**

### **PURPOSE**

The purpose of this policy is to assist the City in protecting its computer system security and assets and to provide guidance regarding the proper use of the computer system.

### **DEFINITIONS**

The following definitions apply to this policy:

Computer system refers to the entire City computer network. This includes, but is not limited to, host computers, file servers, application servers, communication servers, mail servers, fax servers, Web servers, GIS and mapping servers, workstations, stand-alone computers, laptops, software, data files, and all internal and external computer and communications networks (for example, Internet or e-mail systems) that may be accessed directly or indirectly from the City computer network.

Users refer to all employees, independent contractors, consultants, temporary workers, and other persons or entities that use the City computer system.

### **INTRODUCTION**

This document describes the City's policies with regard to access and use of the computer system. It also addresses the procedures required for disclosure of computer files, created or received, or electronic mail messages sent or received by City employees with the use of the City's computer system.

The City intends to honor these policies but reserves the right to change them at any time with such prior notices, if any, as the City may deem reasonable under the circumstances.

All users that access the City's computer systems are responsible for reading and adhering to these policies. It is the responsibility of Department Heads to ensure that all users have received this document and signed a statement indicating that they have read it.

Failure to comply with these policies, including failure to report known violations of the policies, will be cause for disciplinary action in accordance with the City's disciplinary policies.

### **GENERAL**

#### Use

The computer systems addressed in this policy are the property of the City and may only be used for legitimate

business purposes. Users are allowed access to these computer resources to assist them in the performance of their jobs. The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes. All users have the responsibility to use the system professionally, ethically and lawfully. Use of the computer system is a privilege that may be revoked at any time.

### Privacy

All data and other electronic messages within the computer system are the property of the City. Users should not have an expectation of privacy in anything they view, create, store, send, or receive using the City computer system, except to the extent mandated by the Minnesota Data Practices Act. Users agree to fully comply with that Act. Users waive any right of privacy in anything they view, create, store, send, or receive on the computer system or through the Internet or any other computer network.

The City, at its discretion, reserves the right to monitor, and may monitor or review anything that users view, create, store, send, or receive on the computer system or through the Internet or any other computer network. Users may not store their personal files on their local hard drive or on the network servers.

### Workstation Configuration

User workstations are configured to operate in a complex, networked environment. Users may not change their system's configuration, delete, or modify any files not created by the user. If users believe their computer is not configured correctly, they should contact the Information Technology staff for assistance.

The System Administrator must authorize all hardware and software changes or upgrades. Personal software and hardware may not be installed on individual workstations or the computer network unless specifically authorized by the System Administrator. This includes the introduction of outside screen savers. The screen savers used shall be limited to those supplied with the Windows operating system.

### Storage of Data

Employees are responsible for backing up any data files stored on the hard drive of their individual workstations.

To conserve computer resources, nonessential e-mail should be deleted.

### Work Product Ownership

All information developed on a City computer system or introduced to a City computer system is the property of the City, regardless of where it was created, except for software or other proprietary information previously licensed to another person or entity.

In addition, any information developed by a City employee on any other computer, if in conjunction with his or her employment with the City, is the property of the City. Copies of such files must be provided to the City, which has the exclusive right to retain, maintain and modify these files.

## **SOFTWARE USE**

According to U.S. Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. The City does not condone the illegal duplication of software or any other form of criminal activity. Employees who engage in such activity are also subject to discipline under the City's disciplinary policies.

The City complies with all software copyrights and terms of all software licenses. City employees may not duplicate licensed software or related documentation. Any such duplication may subject employees and/or the City to both civil and criminal penalties under the United States Copyright Act.

Software owned by the City may not be copied to external systems unless the license agreement allows such use and the System Administrator has approved the installation.

Users may not modify or otherwise alter any software owned by the City.

The IT Department shall conduct random, unannounced audits of installed software to verify that licenses are held for each copy of software in use. Unlicensed software will be removed when discovered and appropriate disciplinary action taken.

## **SECURITY**

Users shall be responsible for the physical security of their programs and data files not stored on the network as well as access security of their computer and applications. Username and passwords will be removed after each log off from the login screen. If there is no activity on a computer for 30 minutes, the computer will automatically lock the desktop and the user will need to log back in again for network access.

### Passwords

The City requires secure passwords consisting of a minimum of seven characters in length. The IT Department will enforce password complexity. The network will force a password change every 90 days for every user on the system. Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed or stored online. Users are responsible for all transactions made using their passwords. No user may access the computer system with another user's password, without management authorization.

While users may have a confidential password, this does not imply that they have an expectation of privacy in anything they create or receive on the computer system. City management has access to all data stored on its computer system, regardless of whether the data has been encoded with an individual user's password.

Users may not add additional security or passwords to their workstations or files without written authorization from the System Administrator.

### Access

Users may not alter or copy a file belonging to another user without first obtaining permission from the owner of the file, or other appropriate authorization. Users may not use the computer system to access the files or e-mail of other users without proper authorization. In addition, users may not attempt to gain unauthorized access to restricted areas or files on the computer system or attempt to circumvent or otherwise tamper with the City's computer security measures.

Users may not use the City computer network to access other computer systems or networks unless specifically authorized by the operators of those systems.

Each user is responsible for ensuring that his or her use of outside computer systems and networks, such as the Internet, does not compromise the security of the City's computer network. This responsibility includes taking reasonable precautions to prevent outsiders from accessing the City network without authorization and to prevent the introduction and spread of viruses.

To maintain computer system security, users that will be away from their work site should physically secure their computers by locking office doors, wherever possible.

## Virus Detection

Viruses can cause considerable damage to computer systems. Many of the sites on the Internet can be breeding grounds for computer viruses. If these viruses are downloaded to the City Network and are not detected, they may contaminate the City information systems and databases. All material downloaded from the Internet shall be downloaded to the user's local hard drive (C). All files transferred from floppy disk or other media and anything downloaded from the Internet or computer systems outside of the City Network **must** be scanned for viruses before being loaded onto the City computer system. The virus-scanning program on your computers can do this for you. Items that must be scanned include disks or thumb drives brought from home, files downloaded from the Internet, e-mail attachments, files from vendors, etc. If a virus is detected, contact the System Administrator immediately.

E-mail attachments that originate from persons unknown to the user should never be opened.

## **INTERNET USE**

### Access

The City's Internet access is a privilege, granted to employees to enhance their abilities and knowledge, increase their productivity and provide opportunities for personal and professional growth. Please remember, when you are conducting business on the Internet, you are representing the City of Grand Rapids. All communications shall be conducted in a courteous and ethical manner.

Internet access is limited to those employees who demonstrate a legitimate business need.

No employee shall use the Internet until they have read and signed an acknowledgement to this policy. The signed copy shall be maintained in the user's personnel file.

### Network Connections for Contractors or Vendors

Network connection requests for Internet access for contractors or vendors (i.e.: State Auditors, Software Vendors) must be made at least 2 weeks in advance of their arrival and need to allow the necessary time for staff to make these connections. Requests must be submitted to the System Administrator with the appropriate Department Head approval.

### Downloads & Software Upgrades

All software, updated virus definitions, program updates or any other files downloaded from the Internet, newsgroups, bulletin boards, or other online services should be done through the network server by the IT Department and then distributed to individual users.

No downloads may be performed without prior authorization from the System Administrator.

### Monitoring

Without prior notice, the City has the right, but not the duty, to monitor all activity on its computer system. This includes, but is not limited to, monitoring Internet sites or other areas visited by users, reviewing any information downloaded or uploaded by users, and reviewing e-mail sent and received by users. Any information obtained through the above monitoring or review may be disclosed to third parties without prior notification to users.

### Blocking Inappropriate Sites

The City may use software to block access to sites identified as inappropriate for business use. If a user encounters sexually explicit or other inappropriate material when accessing the Internet, the user must immediately disconnect from the site, whether or not the site was blocked by the City computer system.

A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the City has no control over and can, therefore, not be responsible for the content of information available on the Internet.

## **E-MAIL**

### Management's right to access e-mails

The e-mail system has been installed by the City to facilitate business communications. Every employee will receive an email account to conduct business; all business emails to/from the City employees must use the City email account. All e-mail messages are City records. Although each employee has an individual password to access this system, it belongs to the City, and the contents of all e-mail communications are accessible at all times by the City, for any purpose. The City reserves the right to access and disclose, as necessary, all messages sent over its e-mail system, without regard to content.

Backup copies of e-mail may be maintained and referenced for business and/or legal reasons. In addition, the email system may be subject to periodic, unannounced inspections. Therefore, you should not assume that e-mail messages are confidential. Employees do not have a privacy right in the messages sent or received through the e-mail system.

### Personal use of the City e-mail account

Incidental and occasional personal use of your City e-mail account is permitted by the City but should be limited and should not interfere with an employee's work responsibilities. An employee's City e-mail account may not be used to establish any other accounts (e.g. online shopping accounts, gaming accounts, purchasing apps, etc...) Please remember that your e-mail address identifies you as part of the City community. As such, you represent the City when you send information via e-mail. Sending or forwarding e-mails that in any way discredits the City will result in disciplinary action up to and including termination. In addition, a decline in performance due to excessive, personal use of any e-mail, or internet usage, will not be tolerated.

**Because all City email account messages can be accessed by the City without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party.** For example, you should not use the City e-mail system for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, for emotional responses to business correspondence or work situations, and so on. **In addition, employees may not use the City's e-mail system to send or receive materials or information that may be insulting, disruptive, offensive to other persons or harmful to morale.**

### Personal use of the Internet at work

Incidental and occasional personal use of the internet while at work should be limited and should not interfere with an employee's work responsibilities. The City may restrict access via the City computers and devices to certain sites, information, and e-mail addresses on the internet. Employees are not to circumvent these restrictions or otherwise attempt to obtain access to other inappropriate sites, even if not blocked by the City. In addition, employees should not use the City computers or devices for such purposes as soliciting or proselytizing for commercial ventures, personal causes, or other similar, non-job-related solicitations. Employees of the City may not use the internet via the City computers or devices to access or disseminate information that may be insulting, disruptive, or offensive to other persons or harmful to morale. At no time should an employee access pornography of any sort via any City owned device or during work hours.



## Use

The City e-mail system may only be used for City-related business. Only the Outlook e-mail accounts set up for each user by the City may be used. Outlook Web Access is available to every employee for access to their email accounts from off-site locations. "Hotmail, "Yahoo" and similar types of personal e-mail systems may not be accessed through the City computer network.

## General Guidelines

Electronic messages should be written using the same standards of care and professionalism used for other forms of business writing. Accurate content and correct spelling and grammar are important considerations. E-mail messages should not be typed in all upper-case letters as this is not only difficult to read, but is perceived as shouting. Since e-mail may be stored indefinitely on a number of computer systems, it should not be considered to be private or secure, as many people, other than the original addressee, may view it.

## Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, discriminatory, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or any other form of communication. Users that encounter inappropriate e-mail should report the occurrence to their Supervisor.

Users may not forward e-mail to anyone else without the express permission of the sender.

Users may not send unsolicited e-mail (spam) to someone with whom they do not have an existing relationship. Users may not send anonymous e-mail messages.

Use of the computer system to initiate or forward chain e-mail messages is prohibited.

## Compliance with Applicable Laws

When using the City computer system, users must comply with all applicable state, federal and international laws governing intellectual property, data disclosure and online activities.

### **3.18 Tobacco**

The City of Grand Rapids observes and supports the Minnesota Clean Indoor Act. All City buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that smoking in any form (through the use of tobacco products (pipes, cigars and cigarettes) or "vaping" with e-cigarettes is prohibited while in a City facility or vehicle. This policy shall not include the designated smoking areas at the Pokegama Golf Course.

### **3.19 Solicitation Policy**

Solicitation of employees by non-employees on City premises is prohibited. Solicitation by employees is prohibited on City premises when employees involved should be working.

However, solicitation of employees by fellow employees is permitted during non-working hours and in non-working areas of the building(s), such as the lunchroom. Employees who wish to solicit financial or other support from their fellow employees for any cause, charitable, political or employment-related, are encouraged to do so off the City premises.

Distribution of literature on City premises is not permitted, except by employees and only in non-working areas during non-working time.

### **3.19.1 Prohibited Political Activity**

All political activity is permitted except as provided below:

- No employee shall in any manner use the employee's authority or official influence to compel any employee:
  1. to apply for or become a member of any political organization;
  2. to make or promise to make a contribution to any candidacy or political organization; or,
  3. to take part in any political activity.

Specific questions on political activity should be addressed to the City Administrator.

## **3.20 Progressive Discipline**

### **General Policy**

Supervisors are responsible for maintaining compliance with city standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Grand Rapids. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable city policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the city's personnel policies. The supervisor and/or the city administrator will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken

### **3.20.1 No Contract Language Established**

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

### **3.20.2 Process**

The City may elect to use progressive discipline, a system of escalating responses intended to correct the negative behavior rather than to punish the employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any city employee has a contractual right or guarantee (also known as a property right) to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee. The following are descriptions of the types of disciplinary actions:

### **3.20.3 Oral Reprimand**

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. All supervisors have the ability to issue oral reprimands without prior approval.

Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employee on notice that the performance or behavior needs to change, and what the change must be. The supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

### **3.20.4 Written Reprimand**

A written reprimand is more serious and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period.

Serious infractions may require skipping either the oral or written reprimand, or both. The supervisor with prior approval issues written reprimands from the City Administrator.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean the employee agrees with the reprimand. Written reprimands will be placed in the employee's personnel file.

### **3.20.5 Suspension With or Without Pay**

The City Administrator may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the City Council, except in the case of veterans. Qualified veterans, who have completed their initial probationary period, will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

### **3.20.6 Demotion and/or Transfer**

An employee may be demoted or transferred if attempts at resolving an issue have failed and the City Administrator determines a demotion or transfer to be the best solution to the problem. The employee must be qualified for the position to which they are being demoted or transferred. The City Council must approve this action.

### **3.20.7 Salary**

An employee's salary increase may be withheld or the salary may be decreased due to performance deficiencies.

### **3.20.8 Dismissal**

The City Administrator, with the approval of the City Council, may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with city standards.

If the disciplinary action involves the removal of a qualified veteran, who has completed his/her initial probationary period, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

## **3.21 Methods of Notifying an Employee of a Disciplinary Action**

### Written Reprimand, Suspension or Demotion

Notice may be given either:

- (1) in person; or
- (2) by first-class mail and certified mail, return receipt requested, to the last address provided to the Administration Department. Service by mail is complete upon mailing.

Copies of the disciplinary notice shall be distributed to the following:

- (1) the employee
- (2) the employee's Department Head;
- (3) the employee's personnel file kept by the Administration Department.

### Discharge

Notice of Intent:

If City Administrator believes that there is just cause to discharge an employee, the City Administrator shall notify the employee, in writing, of the intent to do so. The written notice of intent to discharge shall contain brief description of the basis for the discharge and subsequent course of action.

### **Pre-Termination Hearing:**

The purpose of a pre-termination hearing is to allow the employee to supply the employer with information and/or argument against the proposed termination.

### **Final Notice:**

Discharges will only be effective after consultation and approval of the City Council if the circumstances permit.

### **Additional Notice and Procedural Requirements for Veterans**

In addition to the requirements set forth above, veterans who are demoted or discharged from any position that is not temporary are entitled to these additional rights:

1. The employee must be notified, in writing, of the employee's right to request a veteran's hearing within sixty days of the notice of intent to discharge.
2. During the sixty (60) day period, at the option of the employee's department, the employee will either (a) work the employee's regular hours at a job designated by the department, or (b) will be placed on a suspension with pay.
3. Failure to request a hearing within the sixty (60) day period shall constitute a waiver by the employee of the right to a hearing and all other legal remedies for reinstatement.

A veteran may elect either:

1. A veteran's hearing, or
2. An appeal hearing available to non-veteran employees under these Personnel Rules and Regulations.

The election of one of these remedies constitutes the waiver of the other remedy.

## **3.22 Grievance Procedure**

It is the policy of the City of Grand Rapids to provide employees a means of communicating disagreements or disputes involving the interpretation or application of the personnel policies and procedures approved by the City Council. These established, formal procedures ensure employees access to all levels of management, complete and impartial hearings, and expedient objective resolutions to problems.

A grievance is a dispute or disagreement raised by an employee or group of employees against the City and/or a Department Head because of an interpretation or alleged violation of these personnel policies and procedures or City work rules.

Grievances are related to actions taken by Supervisors, Department Heads, appointing authorities, and City Administration and do not include the following:

- Investigations into disciplinary issues, prior to action
- Assignment of positions to job classes
- Salary adjustments made in accordance with these policies
- Performance evaluations or verbal or written reprimands
- Actions discussed or proposed, but not taken
- This policy itself, or changes to this made by the City Council
- Termination of introductory or temporary employees
- Extension of introductory periods of evaluation up to a maximum of 12 calendar months

### **Limitations**

An employee who commences a grievance proceeding under the provisions of a bargaining unit agreement is precluded from grieving the same issue a second time under these Policies. Similarly, commencement of a grievance proceeding under these Policies shall preclude the employee from grieving the same issue under the collective bargaining agreement.

### **3.22.1 Procedures**

It shall be the policy of the City to address all grievances promptly and fairly. In order to facilitate the processing of employee grievances in an orderly and just manner and to provide the employee access to all levels of management and a fair and impartial hearing, the following procedures are to be used:

**Step 1:** An employee claiming a violation concerning the interpretation or application of this Policy shall, within 10 calendar days after the employee is or should have been aware of the alleged violation, present verbally or in writing such grievance to the employee's Supervisor and if there is no Supervisor then to the Department Head. Failure to present the grievance in a timely manner will result in waiver of the grievance.

A grievance not resolved in Step 1, must be appealed to Step 2 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:** A grievance not resolved in Step 1 may be appealed to Step 2. The employee shall put the grievance in writing and submit it to the Department Head, stating the nature of the grievance, the facts on which it is based, the provision(s) of these Policies or the City work rules allegedly violated, and the remedy requested. The Department Head shall investigate the grievance and give his/her written answer to the employee within ten (10) calendar days following the receipt of the written grievance.

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 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:** The Step III grievance shall be presented to City Administration within ten (10) calendar days from the time of the Department Head's response in writing. The City Administrator shall schedule a meeting with the grievant and the Department Head within fifteen (15) working days from the receipt of the employee's Step 3 grievance. The meeting may be continued to another date by the City Administrator for good cause shown by either party. The City Administrator shall respond to the employee with the Employer's Step 3 answer in writing within ten (10) calendar days following the Step 3 grievance meeting. The decision of the City Administrator is final.

A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days after receipt by the employee of the Employer's final Step 3 answer, or such grievance shall be considered waived.

**Step 4:** A grievance not resolved in Step 3 may be appealed in writing to Step 4 by non-introductory employees. The Step 4 grievance shall be filed with the City Administrator within ten (10) calendar days following the written Step 3 response. The City Administrator shall immediately schedule a grievance hearing before the City Council (or an independent fact finders Citizen Grievance Board appointed by the Council). At their next regular meeting following the grievance hearing, the City Council, by resolution, shall make its decision. Such decision shall be final.

### **3.22.2 Employee Protection**

Employees and their counsel, if also a City employee, may pursue the grievance process during their regularly scheduled hours at their regular rate of pay. Such time spent shall be kept within reasonable limits, shall follow the orderly procedures established, and shall be with the full knowledge of the Supervisor.

No employee shall be subject to harassment, reduction of employee status, benefits or pay, or loss of advancement opportunities as a result of participating in a grievance procedure or testifying in a grievance proceeding.

### **3.22.3 Time Limits**

If the grievance is not presented within the time periods set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the last answer. If the proper authority does not answer a grievance or appeal thereof within the specific time limits the employee shall treat the grievance as denied and may immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employee and authority involved in that step. Such extensions should be documented in writing.

## **3.23 Separations**

While we hope both you and the City will mutually benefit from your continued employment, the City realizes that it may become necessary for you to leave the organization. Generally, employees of the City may be separated from City service for retirement, resignation, dismissal, reduction or change of work, or lack of funding. Employees who plan to terminate their employment should schedule an exit interview with the Administration department. Upon leaving the City, all keys and City property must be turned in to the Administration department.

### **3.23.1 Retirement**

Mandatory retirement is not required except as allowed by law for public safety officers.

Employees may voluntarily retire as set forth in the Public Employee's Retirement Association Law. To retire in good standing, non-exempt employees must notify their Department Head and City Administrator in writing, at least fourteen (14) calendar days before the effective date of the retirement, their intent to retire and the effective date of the retirement. To retire in good standing, exempt employees must notify their Department Head and City Administrator in writing, at least thirty (30) calendar days before the effective date of the retirement, their intent to retire and the effective date of the retirement.

### **3.23.2 Resignation and Termination**

Resignation is a voluntary act initiated by the employee to terminate employment with the employer. To resign in good standing, non-exempt employees must notify their Department Head and City Administrator in writing, at least fourteen (14) calendar days before the effective date of the resignation, their intent to resign and the effective date of the resignation. To resign in good standing, exempt employees must notify their Department Head and City Administrator in writing, at least thirty (30) calendar days before the effective date of the resignation, their intent to resign and the effective date of the resignation.

Resignation notices may be rescinded only before the final working day. In order to be effective, the rescission must be approved by the Department Head.

Accrued vacation and sick leave days may not be used during the minimum notice period. The City Council may waive the written notice and time frame when it is deemed to be in the best interest of the City. A separation not in good standing shall be noted in the employee's record. In such case, the employee shall be considered ineligible for reemployment or reinstatement.

Employees who are able and prepared to return to work at the expiration of a leave of absence, but for whom no position is available, and employees who are unable to return to work at the expiration of a leave because of continuing disability, may be released from their employment, consistent with applicable laws.

An employee who is absent from work for a period of two working days or more without notifying the City Council of the reasons for the absence and receiving permission to remain away from work shall be deemed to have voluntarily resigned. The same may apply when an employee fails to return to work within two working days of the expiration of an authorized leave.

Introductory, temporary, and emergency employees may be dismissed from City service without prior notice and without right to appeal.

### **3.23.3 Exit Interview**

Employees who are separated from employment with the City are eligible to receive an exit interview. FTO pay, continuation of group insurance coverage, forwarding addresses, return of City property and employee concerns or other issues may be discussed during the interview.

### **3.23.4 Reference Checks**

All reference requests and inquiries regarding employees should be directed to City Administration. No employee may provide a letter of reference for any current or former employee without permission from the Director of Human Resources. The City will use a standard employee reference system for former and terminating employees in order to eliminate any possible legal exposure to the City. Limited information regarding current or past employees will be provided unless written consent to release more information is received.

If someone desires to respond to request for personal references in a manner other than that noted above, such responses must be issued on personal stationery. It should be understood that in making such a response, the person is not acting within the scope of his employment with the City and will not be provided with defense or indemnification by the City if a lawsuit is brought regarding such response.

### **3.23.5 Layoff and Recall**

In the event of a reduction in work force or the elimination of a position, the work force shall be reduced or position eliminated based upon the Employer's determination of employee performance within the affected job classification, employee attendance and disciplinary history, employee seniority, and the Employer's determination of employee ability to perform available work. Decisions to lay off personnel shall be made by the City Council after consultation with the affected Department Head and the City Administrator.

#### **Recall**

City Administration will maintain a list of regular City employees on layoff status. Such employees may be considered eligible for reinstatement for 24 months following layoff, or for a length of time equal to their length of service with the City, whichever is less.

# 4 Employee Pay

## 4.1 Philosophy

The City's wage and salary program is based upon total compensation relative to the marketplace. It is designed with the intent to establish and maintain a compensation program for employees, which will serve to attract and retain a fully qualified workforce capable of achieving the City's goals and carrying out its plans and programs.

Your individual compensation is based upon:

- How complex your job is.
- How well you perform your job.

The City of Grand Rapids follows the federal rules covered by the Fair Labor Standards Act (FLSA) and categorizes employees into exempt and non-exempt classifications.

The City maintains the wage and salary program that includes written job descriptions/position description questionnaires, job performance evaluations and periodic wage and salary reviews.

Full-time employees of the City will be compensated according to schedules adopted by the City Council. Unless approved by the Council, employees will not receive any amount from the City in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the City Council at the time of hire, or on an annual basis.

## 4.2 Record of Time Worked

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the employer to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Hourly employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period on their timesheets. They must also record the beginning and ending time of any split shift. Overtime work must always be approved before it is performed. Time cards are to be submitted to Payroll no later than the Monday preceding the payday unless otherwise instructed.

Full-time, non-exempt employees are expected to work 40 hours per workweek and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis (by 9:00 a.m. on the Monday preceding the pay day). Each time reporting form must include the signature of the employee and immediate Supervisor. Tampering, altering or falsifying time records may result in disciplinary action up to and including termination.

It is your responsibility to certify the accuracy of all time recorded. Your Supervisor will review and then initial the time record.



## 4.2.1 Work Schedules

City offices will generally be open for business from 8:00 a.m. to 4:30 p.m. For fulltime non-union employees, eight (8) hours of work shall constitute a normal work shift, forty (40) hours constitute a normal work week, and eighty (80) hours a normal two-week payroll period. For overtime purposes, each department shall use the standard workweek unless the Department Head/City Council has approved a different workweek.

## 4.3 Overtime Pay/Compensatory Time

The City of Grand Rapids has established this overtime policy to comply with the applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

### Non-Exempt (Overtime-eligible) Employees:

All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Flexible time off and paid holidays do not count toward “hours worked”. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

For most employees the workweek begins at 12:00 a.m. (midnight) on Sunday and runs until the following Saturday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the City Administrator.

The employee’s Supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee indicates on his/her timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment.

The maximum compensatory time accumulation for any non-represented employee is 40 hours per year. Once a non-represented employee has earned 40 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. All further overtime will be paid. Employees may request and use compensatory time off in the same manner as other leave requests. Bargaining unit employees may refer to their respective bargaining agreement.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Finance Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

### Exempt (Non-overtime-eligible) Employees:

Exempt employees are expected to work the hours necessary to meet the performance expectations outlined by their Supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed.

The City of Grand Rapids will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn Flexible Time Off and is absent for a day or more for personal reasons other than sickness or accident;
- The employee is in a position that earns Flexible Time Off, receives a short term disability benefit or workers' compensation wage loss benefits and is absent for a full day due to sickness or disability, but he/she is either not yet qualified to use the paid leave or he/she has exhausted all of his/her paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his/her paid leave or a situation where the employee does not earn paid leave).
- The very first workweek or the very last workweek of employment with the City in which the employee does not work a full week. In this case, the City will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness or injury, but:
  - Paid leave has not been requested or has been denied;
  - Paid leave is exhausted;
  - The employee has specifically requested unpaid leave;
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the FMLA.

The City of Grand Rapids will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the City any amounts received by the employee as jury fees or witness fees.

If the City inadvertently makes an improper deduction to the weekly salary of an exempt employee, the City will reimburse the employee and make appropriate changes to comply in the future.

All employees, in all departments, are required to work overtime as requested by their Supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

#### **4.3.1 Leave Policy for Exempt Employees**

Management employees are required to work the number of hours necessary to fulfill their responsibilities including evening meetings and/or on-call hours. The normal hours of business for management staff are Monday through Friday, 8 a.m. to 4:30 p.m., plus evening meetings as necessary.

Management employees are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day.

Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in work hours beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. Management employees must communicate their absence to the City Administrator or his/her designee.

If one of the above employees regularly absents themselves from work under this policy and it is found that there is excessive time away from work, which is not justified, the situation will be handled as a performance issue. If it appears that less than forty (40) hours per week is needed to fulfill the position's responsibilities, the position will be reviewed to determine whether a part-time position will meet the needs of the City. Additional notification and approval requirements may be adopted by the City Administrator for specific situations as determined necessary.

All exempt positions, whether or not management, may require work beyond forty (40) hours per week. In recognition for working extra hours, these employees may take some time off during their normal working hours with supervisory approval. The time off for extra hours will not be on a one-for-one basis.

#### **4.4 Pay Distribution**

All employees are paid bi-weekly on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Pay periods run from Sunday to Saturday.

##### **DIRECT DEPOSIT.**

Notwithstanding sections 177.23, subdivision 4, and 181.02, the governing body of a municipality as defined in section 471.425, may require direct deposit for all its employees who are being paid by its payroll system.

Direct deposit is strongly suggested. If a paper check is lost, an *Affidavit of Lost Check* must be presented to the City Council for approval. This process can result in a 2-3 week delay for a re-issued check.

Deposits will be in the employees' accounts sometime on the check's issue date. The financial institution must post the deposit on the issue date, but may do so anytime on that day. Even if the financial institution posts the deposit early in the day, a few automatic teller machines (ATMs) may not register the deposit until the next day. If an employee has a problem with a deposit on the check's issue date, (for example, the ATM does not reflect the deposit), the employee should speak to the direct deposit representative at their financial institution to see when it will post the deposit.

Holidays or other special situations may cause variations in the issue date.

#### **4.5 Errors in Pay**

All reasonable steps will be taken to assure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday.

In the event that there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of the Payroll Clerk so that corrections can be made as quickly as possible.

If underpayments are identified, they will be corrected in the next regular paycheck unless there is a significant error, and then the payroll department will run a special pay cycle.

If overpayments are identified, the employee will be requested to sign a *Consent to Pay Reduction* form. This form will identify the error, how much, and over how many pay periods repayment will be made.

## **4.6 Payroll Deductions**

The City is required by law to make certain deductions from your paycheck. The amount of these deductions will vary depending on how much you earn and how many exemptions you have claimed on your federal and state W-4 forms. Your pay stub will show you exactly what deductions have been taken from your pay.

You will want to keep your check stub as a permanent record. Some examples of deductions are:

- Federal income tax
- Federal Social Security (FICA and Medicare)
- State Income tax
- Child Support withholding
- Garnishments
- PERA (for eligible employees only)

Other deductions are optional and will be taken only if you have given the City written authorization for the deduction such as medical insurance, deferred compensation, etc.

Paid staff should keep an accurate record of the number of hours worked each pay period, and always be familiar with the basis on which they are paid. To help you in keeping such records, the check stub itemizes base pay, overtime, paid time-off and shift differential pay separately. Any error made in your paycheck should be reported immediately to the payroll department.

## **4.7 Expense Reimbursement**

### **4.7.1 Relocation and moving:**

In unique situations, the City Council may authorize reimbursement for all or a portion of relocation expenses for a new hire selected from outside the Grand Rapids area. The Council will determine the types of relocation expenses and the maximum amount allowable on a case-by-case basis prior to the appointment being made.

### **4.7.2 Training:**

Employees attending approved courses, trade shows, benchmarking trips or seminars where they have been selected to attend by their Department Head will receive pay for the hours scheduled for that day. Tuition will be paid in advance. Mileage and normal business meal expenses will be reimbursed.

### **4.7.3 Travel (mileage, lodging and meals)**

The City shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis.

If you are required to travel during the course of your job, mileage you accumulate on your personal vehicle will be reimbursed. A travel expense form should be completed and signed by your Department Head in order to claim such expenses. Reimbursement claims are to be submitted within two (2) weeks of returning from the trip.

Employees shall make every effort to find adequate lodging at reasonable expense.

Expenses for meals are reimbursed only under the following guidelines:

1. Breakfast may be claimed only if the employee/elected official is on assignment away from home, in overnight travel status or departs from home on assigned travel before 6:00 AM.
2. Lunch may be claimed if you are in travel and work status away from home.
3. Dinner may not be claimed for reimbursement unless the employee/elected official are in travel status and/or city business caused them to return home after 7:00 PM or to be away from home overnight.
4. Times of departure and return must be indicated for all meal reimbursement requests.
5. There shall be no reimbursement for the costs of any meal where the cost of such meal is included in the lodging, transportation or conference costs.
6. Although itemized receipts are not required within the \$46.00 daily limit, employees are encouraged to keep them and turn them in whenever possible.
7. Excess amounts should be reasonable given the location and circumstances of the meal.
8. Meal costs over the allowable amount must have itemized receipts attached in order to be reimbursed.
9. Any amount in excess of \$46.00 not substantiated by itemized receipts will be included on Employees W-2 form.
10. The cost of a meal includes tax and a reasonable gratuity (up to 20%) but does not include alcoholic beverages.
11. An employee may choose to attend a meal that is served in conjunction with a conference or seminar, but is not included in the registration fee. The employee will be reimbursed in full upon presenting a receipt, or may choose to have the City pay the cost directly with the registration fee.

**FLAT RATE WITHOUT RECEIPTS**

|              |                |
|--------------|----------------|
| · Breakfast  | \$11.00        |
| · Lunch      | \$12.00        |
| · Dinner     | \$23.00        |
| <b>TOTAL</b> | <b>\$46.00</b> |

**MAXIMUM AMOUNT WITH RECEIPTS**

|              |                |
|--------------|----------------|
| · Breakfast  | \$15.00        |
| · Lunch      | \$20.00        |
| · Dinner     | \$30.00        |
| <b>TOTAL</b> | <b>\$65.00</b> |

12. The City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

**4.7.4 Professional Organizations**

Employees may annually request that the City Council pay for membership in certain professional organizations relevant to an employee's work responsibilities.

Employees may also request that the City pay their expenses to attend occasional workshops and meetings of such organizations.

Employees shall not participate in any lobby efforts at City expense without the full knowledge and consent of the Council.

In all circumstances, the employee must submit written receipts or other documentation showing the reimbursements requested by the employee.

#### **4.7.5 Job-Related Meetings**

Attendance at professional meetings directly related to the performance of the employee's work responsibilities do not require the approval of the City Administrator. Advance supervisor approval is required to ensure adequate department coverage.

#### **4.7.6 Safety Shoe Allowance Policy**

The purpose of this Policy is to support the safety of our employees by providing a reimbursement program for employees to purchase quality protective footwear, which meets or exceeds current OSHA Standards. Protective safety boots/shoes are required for a number of designated positions throughout the City, and specific policies are addressed in labor contracts.

For non-represented employees, employees may be reimbursed up to \$200.00 per fiscal year towards the purchase of OSHA approved styles of safety footwear for work.

Employees should complete the Safety Shoe Reimbursement Form, attach the receipt with the date of purchase and style # and description of the shoe/boot and submit it to their Supervisor/Manager for approval prior to submitting the request to the Finance Department.

### **4.8 Exempt and Non-union Employee Compensation Administration**

#### Policy:

The City intends to establish and maintain a compensation program for exempt employees, which will serve to attract and retain a fully qualified workforce capable of achieving the City's goals and carrying out its plans and programs.

The City recognizes that the successful administration of exempt employee compensation, while greatly aided by written procedures, requires skill and judgment to ensure the best interests of the City, its population, overall workforce, and individual employees are considered, and are in proper balance with one another. Accordingly, the City Administrator is empowered to apply this policy and related procedures with discretion, subject to the City's general governance procedures.

#### Procedure:

1. The City Administrator is responsible for ensuring that a copy of the City's Exempt Compensation program, including the current Salary Grade and Range Structure, this policy, and all written practices pertaining to the program, be on file in the City's offices and be made available for public review.
2. The Director of Human Resources is responsible for:
  - a. Monitoring the effectiveness of this policy and related practices, and reporting the results of her/his assessment, including recommendations for additions or modifications, annually to the City Administrator;
  - b. Communicating this policy and related practices, including additions and modifications, to City employees holding positions of department director level of responsibility, and all positions having Supervisory responsibility for one or more City staff employees;
  - c. Serving as the initial contact person for department director level, all Supervisory employees, and all exempt employees to address questions of the intent, objectives, and application of this policy and related practices.
  - d. Apprising and gaining the involvement of the City Administrator as necessary on all matters of interpretation of this policy and related practices.
3. The City Administrator or his/her designee is responsible for apprising the Council as necessary on all matters related to the application and interpretation of this policy and related practices on an as-needed basis.

Department directors are responsible for:

- a. Communicating this program's major features to their exempt employee staff members;
- b. Carrying out their responsibilities defined in this policy and accompanying practices; and
- c. Supporting and promoting the scope and objectives of the program.

#### **4.8.1 Authorization of New Position**

Objective:

To ensure that the addition of new positions is managed and controlled in a manner consistent with the City's needs, budget, and human resources programs.

Practice & Procedure:

1. Department director level personnel are responsible for initiating requests and developing supporting rationale for the addition of new positions necessary to carry out the responsibilities of their function.
2. The Director of Human Resources is responsible for providing information, guidance, and advice regarding newly proposed employees. This assistance may include:
  - a. Communicating the timing and due dates for required supporting documentation;
  - b. Researching competitive salary rates for similar positions in comparable cities;
  - c. Guiding department directors in the completion of a Position Description Questionnaire (PDQ);
  - d. Coordinating an initial job evaluation and salary grading for proposed positions.
3. The City Administrator is responsible for recommending new position requests after reviewing the request and supporting documentation in relation to other requests during the City's annual budget process.
4. In extraordinary circumstances, requests for new positions occurring outside of the annual budget process will be considered by the City Administrator and, if warranted, brought forward to Council for review and approval.

#### **4.8.4 New Employee Starting Compensation Offers**

Objective:

To define the conditions and procedures for determining a new employee's initial salary at a level which effectively supports recruiting objectives and which is consistent with the City's fiscal needs.

Practice & Procedure:

1. The starting rate of compensation should reflect a new employee's qualifications in relation to the requirements described in their job's PDQ (See Section 4.9.2: Job Documentation) and the salary range applicable to the job.
2. The Supervisor to whom the new employee will report is responsible for initiating a recommendation for a starting salary offer with the assistance of the Administration/Director of Human Resources.
3. Normally, starting salary offers are expected to be below the middle of the salary range for the job. Candidates with qualifications that match the minimum requirements for the position are normally paid at or near the minimum of the salary range for the position. Candidates whose qualifications clearly exceed the minimum requirements for the position can be offered a starting salary up to the middle of the salary range for the position.
4. The City Administrator is responsible for reviewing and approving salary offer recommendations with consultation and assistance of the Administration/Director of Human Resources.

5. The City Administrator is responsible for recommending new hire starting salary offers to the Council if the offer amount exceeds the middle of the salary range for the position.
6. The hiring Supervisor is responsible for communicating approved new hire starting salary offers orally and through a written offer letter. The hiring Supervisor should communicate the status of salary offers to the Administration/Director of Human Resources.

#### **4.8.5 Market Rate Adjustments**

Objective:

To define the conditions and procedures for periodically adjusting employee rates of pay to maintain the competitiveness of the compensation of City employees.

Application:

To be eligible for a market rate adjustment an Exempt and/or Non-union City employee must have satisfactory job performance as documented in an annual performance evaluation.

Practice & Procedure:

1. The City Administrator, with the assistance of the Director of Human Resources, is responsible for developing appropriate recommendations and budget for market rate adjustments in concert with the City's annual budget planning processes. Recommendations for market rate adjustments reflect the total available funds for salary adjustments, the competitiveness of the City's compensation, and the recommended budget for performance-based increases (See Section 4.9.6: Performance-Based Salary Adjustments).
2. The City Administrator and Director of Human Resources are responsible for preparing and presenting proper documentation of market rate adjustments for review and approval by the Council as part of the City's annual budget process.
3. The Director of Human Resources is responsible for documenting approved market rate adjustments by applying adjustment factors to current salary ranges and communicating revised ranges to department directors.
4. Market rate adjustment percentage factors are applied to the current salary rates for all eligible employees and are implemented upon approval by the Council.
5. Employees who are ineligible for a market rate adjustment (because of unsatisfactory job performance) will receive applicable wage adjustments at mid-year if their performance has become satisfactory as documented in a mid-year performance evaluation.
6. The Director of Human Resources is responsible for documenting approved market rate adjustments for each individual eligible employee and for communicating the employee's new rate of salary to department directors.
7. Department directors are responsible for communicating the amount and percent of market rate adjustment to impacted employees prior to the first paycheck that will be affected by the adjustment.

#### **4.8.6 Performance-Based Salary Adjustments**

Objective:

To define the conditions and procedures for exempt and/or non-union employee pay adjustments in recognition of their accomplishments and commendable performance in their assigned positions.

Application:

To be eligible for a performance-based salary adjustment an employee must:



1. Be a current employee who has been employed by the City for six or more months prior to the date the performance-based salary adjustment is approved; and
2. Have satisfactory job performance as documented in an annual performance evaluation.

Practice & Procedure:

1. The Director of Human Resources and City Administrator are responsible for developing and maintaining guidelines and requirements for performance-based salary adjustments, including general descriptors or indicators of performance needed for an employee to be eligible for a performance-based salary adjustment. General requirements for performance-based salary adjustment eligibility may include, but are not limited to:
  - Satisfactory or above performance in ongoing areas of responsibility;
  - Satisfactory or above accomplishment of key department priorities;
  - A high level of ongoing performance contributions to the City over an extended period of time.
2. The Director of Human Resources is responsible for developing appropriate recommendations, specific Supervisory guidelines, and overall budget for performance-based salary adjustments in concert with the City's annual budget planning processes. The budget for performance-based salary adjustments reflects available funds for all salary adjustments including funds proposed for market rate adjustments.
3. The Director of Human Resources is responsible for documenting recommended spending levels for performance-based salary adjustments and for maintaining control totals of proposed spending in comparison to approved budgetary amounts.
4. The City Administrator and Director of Human Resources are responsible for preparing and presenting summary documentation of proposed performance-based salary adjustment budgets, together with proposed market rate adjustments for review and approval of the Council at the last Council meeting in December.
5. The Director of Human Resources is responsible for applying performance-based salary adjustment dollar or percentage factors to the current salary rates of affected eligible employees and communicating the results to department directors upon their approval by the Council. If the application of a performance-based salary adjustment would result in an employee's salary exceeding the maximum of the applicable salary range for the employee's job, the employee's performance-based salary adjustment is the amount needed to raise the employee's salary to the range maximum, with the difference between the total adjustment and the adjustment required to increase the employee's salary to the range maximum being paid in a single payment, lump sum amount.
6. The Director of Human Resources responsible for documenting approved performance-based salary adjustments for each affected employee and for communicating the employee's new rate of salary to department directors.
7. Department directors are responsible for communicating the amount and percent of performance-based salary adjustments to impacted employees prior to the first paycheck that will be affected by the adjustment.

#### **4.8.7 End of Training Period Salary Adjustments**

Objective:

To define the conditions and procedures for employee pay adjustments in recognition of their completion of their new hire introductory period.

Application:

This practice applies to exempt employees as of the effective date below. To be eligible for an introductory period salary adjustment an employee must:

1. Have completed their new hire introductory period after the effective date of this practice (see below); and

2. Have had satisfactory job performance during their introductory period as documented in a performance evaluation.

Introductory period salary adjustments do not apply to employees new in their position due to promotion, re-classification or demotion.

Practice & Procedure:

1. The Director of Human Resources and City Administrator are responsible for developing and maintaining guidelines and requirements for introductory period salary adjustments, including general descriptors or indicators of performance needed for an employee to be eligible for an introductory period salary adjustment. General requirements for introductory period salary adjustment eligibility may include, but are not limited to:
  - Satisfactory or above performance in ongoing areas of responsibility;
  - Satisfactory or above accomplishment of key department priorities.
2. Department directors are responsible for developing and documenting recommendations for introductory period salary adjustments for their staff members using the approved guidelines, with the assistance of the Administration/Director of Human Resources.
3. The City Administrator and Director of Human Resources are responsible for preparing and presenting summary documentation of proposed introductory period salary adjustments for review and approval of the Council.
4. The Director of Human Resources is responsible for applying introductory period salary adjustment dollar or percentage factors to the current salary rates of affected eligible employees and communicating the results to department directors upon their approval by the Council.

#### **4.8.8 Promotion Salary Adjustments**

Objective:

To define the conditions for reviewing and adjusting an employee's salary rate when he/she is assigned to a position having a higher salary grade than his/her current salary grade.

Application:

To be eligible for a promotion adjustment, an employee must have been in their current position and salary grade for at least six months.

Practice & Procedure:

1. A promotion increase occurs when an employee is reassigned to a new position with a higher salary grade than the grade for the employee's current job.
2. Promotion pay adjustments are effective upon approval by the Council.
3. Director of Human Resources is responsible for developing and documenting recommendations for promotion increases consistent with the following guideline. Promotion increase amounts are:
  - At least sufficient to increase the employee's salary to the minimum of the salary range for the employee's new position;
  - For changes of one salary grade, an amount generally not exceeding 4 percent;
  - For changes of two salary grades, an amount in the range of 4 percent to 7 percent;
  - For changes of three salary grades, an amount in the range of 7 to 10 percent.
4. The City Administrator is responsible for reviewing and approving promotion increases, and for recommending their approval by the Council.

5. Department directors or Supervisors of exempt employees are responsible for communicating the amount and percent of an employee's promotion increase prior to the first paycheck that will be affected by the adjustment.

#### **4.8.9 Re-Classification Salary Adjustments**

##### Objective:

To define the conditions for reviewing and adjusting an employee's salary rate when the salary grade for the employee's job assignment is changed because of job evaluation/re-evaluation.

##### Practice & Procedure:

1. A re-classification salary adjustment occurs when the salary grade for the employee's current job is increased or decreased as a result of the re-evaluation of their job (See Section 4.9.3: Job Evaluation and Re-Evaluation) to reflect a change of responsibilities which have occurred over a period of time.
2. Re-classification salary adjustments are effective upon approval by the Council.
3. Director of Human Resources is responsible for developing and documenting recommendations for re-classification salary adjustments consistent with the following guideline. Re-classification salary adjustment amounts applicable to an increase in salary grade are:
  - At least sufficient to increase the employee's salary to the minimum of the salary range for the employee's position;
  - For changes of one salary grade, an amount generally not exceeding 4 percent;
  - For changes of two salary grades, an amount in the range of 4 percent to 7 percent;
  - For changes of three salary grades, an amount in the range of 7 to 10 percent.

Re-classification salary adjustment amounts applicable to a *decrease* in salary grade are:

- At least sufficient to reduce the employee's salary to the maximum of the salary range for the employee's position;
  - For changes of one salary grade, a reduction in salary of up to 3 percent;
  - For changes of two salary grades, a reduction in salary of up to 6 percent;
  - For changes of three salary grades, a reduction in salary of up to 9 percent.
4. The City Administrator is responsible for reviewing and approving re-classification salary adjustments, and for recommending their approval by the Council.
  5. Department directors or Supervisors of exempt employees are responsible for communicating the amount and percent of an employee's re-classification salary adjustment prior to the first paycheck that will be affected by the adjustment.

#### **4.8.10 Demotion Salary Adjustments**

##### Objective:

To define the conditions for reviewing and adjusting an employee's salary rate when he/she is assigned to a position having a lower salary grade than his/her current job's salary grade.

##### Practice & Procedure:

1. A demotion salary adjustment occurs when any of the following take place:
  - An employee is reassigned to a new position with a lower salary grade than the grade for the employee's current job; or
  - An employee voluntarily demotes to a position with a lower salary grade than the grade for his/her current job.
2. Demotion pay adjustments are effective upon approval by the Council.

3. Director of Human Resources is responsible for developing and documenting recommendations for demotion pay adjustments consistent with the following guideline. Demotion adjustment amounts are:
  - At least an amount sufficient to limit the employee's salary to the maximum of the salary range for the employee's new, lower grade position;
  - For changes of one salary grade, up to 3 percent;
  - For changes of two salary grades, up to 6 percent;
  - For changes of three salary grades, up to 9 percent.
4. The City Administrator is responsible for reviewing and approving promotion increases, and for recommending their approval by the Council.
5. Department directors or Supervisors of exempt employees are responsible for communicating the amount and percent of an employee's demotion decrease prior to the first paycheck that will be affected by the adjustment.

#### **4.9 CREDIT CARD PURCHASING POLICY**

##### **PURPOSE:**

The purpose of this policy is to establish specific guidelines the City will follow related to the use of credit cards for City purchases to protect the City from potential loss or misuse of credit cards.

##### **AUTHORIZED USERS:**

The following City employees who are otherwise authorized to make purchases on behalf of the City are authorized to use a credit card for certain purchases:

- City Department Heads
- Other staff as directed by authorized users listed above for a specific purpose or use.

The Finance Department shall keep a record of all persons issued a credit card or having authorization to use a City credit card. Authorized persons will receive, sign, and file an acknowledgment form regarding credit card use. On an annual basis, the City Finance Director will conduct a physical inventory of credit cards.

##### **AUTHORIZED TRANSACTIONS:**

Credit cards may only be used to purchase goods and services for the express use by the City. All purchases by a credit card must comply with all statutes, rules, and policies applicable to City purchases. Credit card use should be limited to the following purchases:

- Expenses related to training seminars and conferences
- Purchases with vendors who do not provide vendor billing
- Items purchased over the internet.

##### **UNAUTHORIZED TRANSACTIONS:**

Use of the credit card for personal use is strictly prohibited. The card users will be held personally liable for purchases not authorized and approved by the City Council.

## **DOCUMENTATION:**

Itemized invoices or itemized receipts are needed to support items charged on a credit card since credit card statements lack sufficient detail to comply with Minnesota Statute 412.271, Subd. 2 and 471.38 Subd. 1. For purchases in which a receipt is not normally available, a copy of the completed application or order form should be used as a receipt. Invoices and/or supporting documents will be submitted to the Finance Department to be reconciled with the credit card statement and attached to the claim for payment processing.

If the cardholder is missing documentation of the transaction, the cardholder must contact the vendor for a duplicate receipt. Lost receipts where no duplicate receipt is available will be reimbursed to the City by the authorized user.

## **RESPONSIBILITIES:**

Card users are responsible for the following:

- Sign Credit Card User Agreement regarding terms of this credit card policy.
- Ensure the credit card is kept safe, secure, and used only by the cardholder or other authorized users.
- Ensure the credit card is not used to make personal purchases.
- Ensure the credit card is only used for appropriate City purchases.
- Ensure that extreme caution is used with credit card transactions over the telephone or internet.
- Ensure that receipts/invoices are account coded, approved by Department Head and submitted to the Finance Department in a timely manner.
- Ensure that problems with billings are resolved with the vendors.
- Notify the credit card company and the Finance Director if your credit card is lost or stolen.
- Return the credit card to the Finance Director prior to leaving employment with the City.

## **LOST OR STOLEN CARD**

Keep the credit card in a secure location. It should be accessible only to the cardholder. If the credit card is lost or stolen, notify the Finance Director immediately. If the loss is discovered after hours, weekends, holidays, or if the Finance Director is unavailable, notify the credit card company immediately.

## **LOSS OF PRIVILEGES:**

Failure to comply with the provisions of this credit card policy may result in revocation of credit card privileges, in addition to potential disciplinary action, including termination of employment. The following are some examples of violations:

- Unauthorized purchases
- Personal purchases
- Loaning the credit card to an unauthorized user
- Failure to provide receipts for charges in a timely manner.

# 5 Benefits

## 5.1 Philosophy

Employees of the City of Grand Rapids are offered a wide range of benefits. A number of the programs are mandated by law such as social security, workers compensation, state disability and unemployment insurance. Other programs have optional participation such as flexible spending accounts.

Full Summary Plan Descriptions outlining the optional benefit choices will take precedence over any information summarized in this handbook.

## 5.2 Flexible Time Off (FTO)

While work makes up a large portion of an employee's life, a balance between work and play is essential in maintaining quality performance and an enjoyable atmosphere in which we work.

FTO promotes a flexible approach to time off, since each individual employee has unique needs for time off from work. Employees are accountable and responsible for managing their own FTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, funerals, or other needs that require time off from work.

Time off for designated holidays, jury duty, or military leave are not included in the FTO plan, and you will continue to receive these benefits in addition to your FTO benefits.

To the extent the terms of the FTO plan are inconsistent with other provisions of the City's personnel policy, the terms of the FTO plan shall govern.

### Definitions

Unless otherwise indicated, the following terms shall have the meaning indicated below:

Eligible Employee: Except as otherwise provided a regular full-time employee, a regular part-time employee, or a limited term employee. Seasonal and temporary employees, as defined in the City personnel policy, and fire department employees shall be excluded as eligible employees, with the exception of the Assistant Superintendent at Pokegama Golf Course and the Maintenance Shift Lead at the Park and Recreation Department and IRA Civic Center.

Extended Medical Benefit (EMB): The number of hours an employee has earned that may be taken with pay, due to a serious health condition of the employee or the employee's immediate family, necessitating the employee's absence from work after the initial forty (40) consecutive work hours of Flexible Time Off.

Flexible Time Off (FTO): Hours earned that may be taken off with pay for any reason, and that must be used for the first forty (40) consecutive hours before an employee takes Extended Medical Benefit.

Immediate Family: An employee's spouse, children, stepchildren, parents or legal guardian, and siblings.

Limited Term Employee: An employee hired for a position that has been designated by the City as a limited term position. Limited term positions are established for a fixed period of time or for a period of time otherwise designated by the City. The definition of Limited Term Employee does not include seasonal or temporary employees, as these terms are defined in the City personnel policy.

Regular Full-time Employee: An employee who has successfully completed the introductory period and who: (1) is scheduled to work 40 hours per workweek; or (2) has an alternative full-time schedule. This term does not imply that an employee has a vested right to continued employment.

Regular Part-time Employee: An employee who has successfully completed the probationary period and who is regularly scheduled to work less than 40 hours per workweek.

Serious Health Condition: A “serious health condition”, as defined under the Family & Medical Leave Act (“FMLA”). However, the Employer, in its sole discretion, may permit an employee to use EMB for injuries or illnesses to the employee or the employee’s immediate family that do not fall within the FMLA’s definition of serious health condition, and any such exceptions shall have no precedential effect with respect to future EMB requests by the same employee or other employees.

Severance Pay: Pay of accrued benefits to regular employees leaving City service in good standing.

Eligibility

Each person employed on a full-time basis in a regular or limited-term position shall earn paid FTO. Any regular part-time employee shall earn paid FTO on a prorated basis. FTO may be taken only to the extent it is earned; employees may use the accrual they will receive on the current pay period’s paid hours. Supervisors may not authorize advancing FTO not yet earned to an employee.

The Assistant Superintendent at the Pokegama Golf Course and the Maintenance Shift Lead at the Park & Recreation Department and IRA Civic Center will accrue FTO on a prorated basis based on hours worked; not hours paid.

Accrual

The amount of FTO available annually to regular full-time employees or limited-term employees is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

**Completed Years of Employment Flexible Time Off Accrued**

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

For all non-represented employees hired on or after July 1, 2014, and all represented employees hired after January 1, 2018, the following Flexible Time Off accrual will be as follows:

| <b>Completed Years of Employment</b>  | <b>Days per year</b> | <b>Hours per year</b> | <b>Hours per 80 hour pay period</b> |
|---|----------------------|-----------------------|-------------------------------------|
| <b>Hire date through 4<sup>th</sup> anniversary</b>                                 | <b>15</b>            | <b>120</b>            | <b>4.62</b>                         |
| <b>After the 4<sup>th</sup> anniversary through the 9<sup>th</sup></b>              | <b>20</b>            | <b>160</b>            | <b>6.15</b>                         |
| <b>After the 9<sup>th</sup> anniversary through the 14<sup>th</sup> anniversary</b> | <b>25</b>            | <b>200</b>            | <b>7.69</b>                         |
| <b>After the 14<sup>th</sup> anniversary</b>  | <b>30</b>            | <b>240</b>            | <b>9.23</b>                         |

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 computerized payroll system is the official record for Flexible Time Off, and Extended Medical Benefit.

Non-exempt 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.

Exempt employees may carry over accumulate FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 288 hours (36 days) on the employee's anniversary date. On the anniversary date, any accumulated FTO above 248 hours and up to 40 hours will be deposited into a post-employment health care savings plan through the Minnesota State Retirement System; any excess of 288 hours will be forfeited.

**Use of FTO**

With supervisory approval, employees may request earned FTO for any reason. Accrued FTO is used for an employee's illness or injury necessitating absence from work, except when the employee is eligible for the Extended Medical Benefit, described below. Paid holidays that occur during FTO shall not be counted as FTO.

Good communication and advance planning are essential. FTO requests should be submitted to the employee's supervisor with at least two weeks-notice whenever possible. The Department Head retains the sole discretion in granting or denying discretionary FTO requests. An employee may be subject to discipline for improper use of FTO or for failure to obtain supervisory approval for discretionary use of FTO. In the event a Department Head does not approve an employee's discretionary use of FTO, such unapproved absence may be subject to discipline.

**Extended Medical Benefit (EMB)**

Extended Medical Benefit (EMB) is an income-protection insurance that regular full-time, regular part-time and limited-term employees accrue. EMB may be used after the first forty (40) consecutive hours used of FTO of an absence for the employee's serious health condition. It may also be used to care for the employee's immediate family member's serious health condition. The forty (40) consecutive FTO hours waiting period for use of EMB shall apply to each separate incident of a serious health condition for which the employee seeks to use EMB.



For regular part-time employees the waiting period before becoming eligible to use EMB shall be based on actual hours the regular part-time employee is scheduled to work. For example, if a part-time employee is scheduled to work 20 hours per week, the waiting period before becoming eligible to use EMB shall be 20 consecutive work hours. If a part-time employee is scheduled to work 30 hours per week, the waiting period before becoming eligible to use EMB shall be 30 consecutive hours. Regular part-time employees may only use EMB on a prorated basis, and shall not be entitled to Extended Medical Benefits that exceed the regularly scheduled hours for the employee's period of absence. EMB may be taken only to the extent it is earned; employees may use the accrual they will receive on the current pay period's paid hours. Regular Full-time and limited-term employees shall accrue EMB according to the following schedule. Part-time employees accrue EMB on a prorated basis.

**Extended Medical Benefit Accrual**

| Days Per Year | Hours Per Year | Hours Per 80 hour Pay Period |
|---------------|----------------|------------------------------|
| 4             | 32             | 1.2308                       |

**Extended Medical Benefit Accrual – Police Officers and Police Sergeants**

| Days Per Year | Hours Per Year | Hours Per 80 hour Pay Period |
|---------------|----------------|------------------------------|
| 8             | 64             | 2.4616                       |

**Use of EMB**

Immediately upon the birth or adoption of the employee's child, an employee may use forty (40) consecutive hours of earned FTO and then up to eleven (11) weeks of accrued Extended Medical Benefit.

Employees shall notify their immediate supervisor on the first day of a qualifying serious health condition and at appropriate intervals as required by the supervisor. When possible, FTO and EMB shall be requested in advance. The Department Head is the final authority on all EMB decisions. The Department Head may require a release of information and a medical certificate before approving the use of EMB. Employees may also be asked to provide a statement attesting to the employee's ability to return to work. Any employee using EMB may be placed on a concurrent FMLA leave.

An employee may accrue EMB up to 720 hours (90 days), and EMB shall cease to accrue until the balance drops below 720 hours. Employees may carry over accumulated Extended Medical Benefit time (up to the maximum of 720 hours) from one year to the next.

**Worker's Compensation**

When an employee is eligible for worker's compensation benefits, the employee may supplement the worker's compensation benefits with a prorated portion of his or her accrued FTO or EMB so that the combination of the worker's compensation and FTO or EMB compensation equal the employee's regular pay. An employee must use forty (40) consecutive hours of FTO, before taking EMB pursuant to this provision.

**New Hire/Re-Hire**

The Department Head, with the approval of the City Administrator and City Council, may offer a prospective employee credit for years of employment worked before employment with the City of Grand Rapids, solely for the purpose of computing the number of FTO and EMB days per year to which the prospective employee would be entitled upon employment with the City. Credit shall only be offered in situations where the prospective employee's training, education and experience makes the prospective employee uniquely qualified for the job for which application has been made. In no event shall the credit given put the prospective employee in a better position than current employees who hold substantially equivalent positions, and who are similarly situated with regard to training, education and experience.

Upon re-employment, credit for previous FTO and EMB will not be granted. FTO and EMB accrual will be earned on the same basis as a newly hired City employee.

Newly hired employees shall be credited retroactively with FTO hours upon successful completion of their training period. New employees shall be entitled to accrue FTO and use FTO up to a maximum of forty (40) hours. If, however, an employee is terminated during his or her introductory period, the employee shall forfeit any accrued, unused FTO at the time of termination.

### **Transfer of Unused FTO Time for Serious Health Conditions or Death**

Employees may transfer earned FTO time to another employee who is suffering from or has an immediate family member suffering from a serious health condition or has an immediate family member who has passed away. If such an employee is unable to work for an extended period of time and has or is about to exhaust all FTO, and/or compensatory time, other employees may transfer earned FTO time to that employee under the following conditions:

- 1 The proposed recipient wants to participate.
- 2 The proposed recipient will authorize the employer to inform other employees of the proposed recipient's serious health condition or that of their immediate family member, or death of an immediate family member.
- 3 The Department Head and the Administrator agree that a qualifying serious health problem exists or death occurred.
- 4 If the proposed recipient agrees, the recipient's Department Head will inform employees that they may transfer FTO hours to the recipient.
- 5 Due to the death of an immediate family member, the proposed recipient may receive up to five days of donated FTO.
- 6 Any employee wishing to donate accrued FTO should inform the Human Resources department of the number of FTO hours the employee wishes to donate, using the designated form for that purpose.
- 7 The Employer may require medical certification of the serious health problem and information regarding its expected duration.
- 8 Any donated FTO hours will be deducted from the donor and credited to the recipient at the donor's pay rate.
- 9 The recipient of donated FTO shall not accrue FTO while using donated time.
- 10 If the recipient separates from City employment before using all of the donated FTO hours, the remaining donated time may not be converted to severance pay.

### **Termination or Retirement**

Upon separation or retirement from City employment, a severance payment computed at the regular employee's current salary rate shall be made for FTO earned to all Eligible Employees. Employees who are terminated for just cause, for reasons other than a layoff or reduction in force, shall not be entitled to receive this severance payment. Since Extended Medical Benefit is intended to provide income protection in the case of a serious health condition, it is not payable as severance upon separation from employment.

At the time of termination, all full-time employees, with the exception of Public Works, with two (2) years or more of service will have the entire balance of their accrued FTO deposited into their HCSP account. Employees with less than two (2) years of service and employees of the Public Works Bargaining Unit will have their accrued FTO balance paid in cash at their regular rate of pay in effect at time of termination or retirement. Cash payment will be subject to state and federal taxes.

### **Health Care Savings Plan**

The HCSP is administered by the Minnesota State Retirement System and is used to reimburse for any qualified premiums (such as health or dental insurance) or medical expenses (such as eyeglasses, prescriptions, fees to doctors, hospitals, nursing care, etc.). after leaving City employment. Since payouts are used for medical expenses, they will remain *tax-free*. Funds are available for reimbursement only after termination of employment.

### **5.3 Bone Marrow Donor Time Off**

This benefit, in accordance with Minnesota law, is intended to provide eligible employees with a reasonable amount of time-off to undergo medical procedures associated with donating bone marrow.

Employees who work at least 1040 hours per year are eligible to request bone marrow donor time-off. This leave of absence will be paid by the City. The total amount of time-off must not exceed 40 work hours, which may be taken on an intermittent basis.

Time-off for donating bone marrow will not be counted as hours worked for purposes of computing overtime and incentive pay.

The City reserves the right to request verification by a physician of the purpose and length of each leave requested by the employee.

### **5.4 Jury Duty**

Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required. To ensure that employees will not be penalized financially for service to the community, the City will pay for working hours spent on jury duty. Employees will receive base pay rate times the number of hours that would otherwise have been worked on the day of the absence less the amount of jury or witness fees received by the employee.

If an employee receives a check for Jury Duty pay from a County, State or Federal court, they are required to sign that check over to the City since they received their regular payroll check.

An employee who is summoned to jury duty should notify their Department Head/Supervisor as soon as possible so that arrangements can be made to accommodate the absence.

The City reserves the right to ask employees to request a postponement or release from jury duty.

Time spent on jury duty will not be counted as hours worked for purposes of overtime calculations. If an employee is excused from jury duty during regular shift, that employee must return to work.

### **5.5 Court Appearance**

The City grants employees the right to request time-off for mandatory court appearance to serve as a trial witness outside the scope of their employment.

An employee who is summoned to make a court appearance should notify their Department Head/Supervisor as soon as possible so that arrangements can be made to accommodate the absence.

The City reserves the right to ask employees to request a postponement or release from their court appearance.

Time spent on court appearances will not be counted as hours worked for purposes of overtime calculations.

## 5.6 Voting Time Off

The City encourages employees who are eligible to vote to fulfill their civic duty by providing time-off to vote.

Covered elections include:

- Any regularly scheduled state primary or general election
- An election to fill a vacancy in the US Congress
- An election to fill a vacancy in the MN state legislature, or
- A presidential primary

Employees must request, in advance, voting time-off from their Department Head/Supervisor prior to the election. Employees will be paid for time-off. The Department Head/Supervisor will determine what time the employee may be absent from the workplace.

## 5.7 School Conferences and Activities

The purpose is to provide eligible employees with unpaid time-off to attend school conferences and activities of dependent children that cannot be scheduled during non-work hours. Any employee who has worked half-time or more for more than twelve (12) consecutive months, may take unpaid leave for up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours.

The request should be discussed with Department Head/Supervisor as far in advance as possible to ensure adequate coverage. Employees may, but are not required to use FTO for this purpose.

## 5.8 Holidays

The City provides eleven paid holidays per calendar year. Eligible employees will be granted holiday time-off with pay on the holidays listed below:

- Floater
- New Year's day (January 1)
- Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)
- President's Day (3<sup>rd</sup> Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1<sup>st</sup> Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (1/2 day)\* (December 24)
- Christmas Day (December 25)

When an official holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be designated as the paid holiday for employees whose normal workweek is Monday through Friday. \*Christmas Eve is a holiday only when the 24<sup>th</sup> falls on a workday. If a recognized holiday falls during an eligible employee's paid absence (e.g. Flexible Time off) holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Holiday pay will be calculated based on the employee's regular rate of pay (as of the date of the holiday) times eight (8) hours for full-time employees. Regular part-time employees will be compensated at a pro-rated level. Holiday pay is not available to temporary, contract, seasonal or limited-term employees or an employee who is on disciplinary suspension.

To be eligible for holiday pay, employees must work the last full-shift immediately preceding the holiday and the first full-shift immediately following the holiday.

If an eligible employee works on a recognized holiday, with their Department Head or Supervisor's permission, he or she will receive one and one half times the normal rate for the hours worked on the holiday in addition to their holiday benefit.

Paid time-off for holidays will be counted as hours worked for the purposes of determining overtime, except when the employee has already received overtime pay for working on the holiday.

With proper notice to the Department Head, days of religious or cultural significance not listed above may be taken off without pay. Specific days may be altered by management's decision.

All Grand Rapids Area Library Non-Union employees will follow the Collective Bargaining Agreement By and Between the City of Grand Rapids and American Federation of State, County and Municipal Employees, Local No. 3456A (Library Union) in regard to designated holidays.

## **5.9 Leaves of Absence**

The City of Grand Rapids recognized that employees occasionally need to take time off from work to care for important personal, family, medical and military needs. To help employees, the City has a leave of absence policy. A leave of absence should be requested for any absence that lasts five or more working days. Requests should be submitted at least 2 weeks in advance of the absence if possible. All requests must be in writing. Management will make every effort to accommodate leave requests but reserves the right to deny a request based on the needs of the City.

It is the City's policy not to discriminate against someone who has requested a leave. Any complaints should be brought to the attention of the Director of Human Resources.

### **5.9.1 Personal Leave**

A personal leave of absence may be granted without pay to employees after having completed 6 months of continuous employment. Requests for personal leave will be granted for any reasonable purpose and extended for any reasonable period.

The leave may be granted for up to 31 calendar days. An extension up to an additional 31 days may be granted with approval. During the leave period employees will be required to arrange to pay their portion of the benefit premiums. If the leave extends beyond the initial 31 days, then benefit continuation will fall under COBRA.

An employee on personal leave may not engage in non-City employment without the prior written approval of the employee's Department Head.

If an employee fails to report for work at the expiration of the approved leave period or call the Department Head to make other arrangements, the absence will be recognized as voluntary resignation.

## **5.9.2 Family and Medical Leave**

The Family & Medical Leave Act (FMLA; 29 U.S.C.A. § 2601-54 and 29 C.F.R. §825.100 et. Seq.) requires covered employers to provide up to 12 weeks of unpaid leave to eligible employees for reasons relating to family and medical care.

Effective January 28, 2008, the National Defense Authorization Act (NDAA) amends FMLA to also permit an eligible employee to take up to 26 workweeks of leave during a 12-month period to care for a service member who has suffered a serious injury or illness and who is the employees spouse, son, daughter, parent or "next of kin".

The NDAA also permits an employee to take FMLA leave for "any qualifying exigency (as determined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or called to active duty in the Armed Forces in support of a contingency operation".

### **Eligible Uses**

To be eligible, an employee must:

- ✓ Have worked for the City for at least 12 months; and
- ✓ Worked at least 1,250 hours during the 12 months preceding the start of the leave.

### **Eligibility Requirements**

Eligible employees can take up to 12 workweeks of unpaid leave during a 12-month period for:

- ✓ Care for a newborn or a newly adopted child or a newly-placed foster child;
- ✓ Care for a spouse, son, daughter or parent with a serious health condition;
- ✓ Care for themselves during a serious health condition;
- ✓ Any exigency arising out of the spouse, son, daughter or parent being called to active duty in the Armed Forces in support of a contingency operation.

Eligible employees can take up to 26 workweeks of unpaid leave during a 12-month period to:

- ✓ Care for a spouse, son, daughter, parent or "next of kin" who is a covered service member of the Armed Forces and who suffered a serious injury or illness while on active duty.

A "covered service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness.

During the single 12-month period, an eligible employee shall be entitled to a combined total leave of 26 workweeks for leave that falls under the general FMLA requirements and for leave under the service member family leave requirements.

### **Serious health conditions**

These include:

- ✓ An illness, injury, impairment or physical or mental condition that involves either inpatient care (overnight stay in a hospital, hospice or residential care facility), or continuing treatment by a health care provider for three or more consecutive days;
- ✓ Any period of incapacity because of pregnancy or prenatal care (even without treatment by a health care provider and even if the absence is less than three days; e.g., morning sickness);

- ✓ Any period of incapacity because of chronic serious condition (even without treatment by a health care provider and even if the absence is less than three days, e.g., an asthma attack).
- ✓ Any period of absence to receive multiple treatments by health care providers for reconstructive surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

### **Serious injury or illness of service members**

This includes:

- ✓ An injury or illness incurred by the member in line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

### **Medical Certification**

The City requires employees using Family and Medical Leave to document the need for the leave by providing a certification issued by a health care provider. The City will allow the employee 15 calendar days to obtain the medical certification. Ordinarily a 30-day advance notice is required when the leave is "foreseeable". Employees may be denied the leave if all requirements are not met. Employees using Family and Medical Leave are required to provide medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work, when applicable.

### **Intermittent/Reduced Schedule Leave**

The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

### **Substitution of Paid Leave**

Employees may choose to use or the City may require the employee to use accrued paid leave to cover some or all of the FMLA leave taken.

### **Job Restoration Requirement**

When an employee returns from FMLA leave, the City must "restore" the employee's original job or an "equivalent" job, which means virtually identical to the original job in terms of pay, benefits and other employment terms and conditions.

### **Requirement to Maintain Health Benefits**

The City must keep the employee on its health insurance coverage, including family coverage, and continue to pay the City's share of the coverage as if the employee were still at work. If applicable, the employee must pay his or her share of the premium. The City may cancel coverage if the employee's premium payment is more than 30 days late and the City has given the employee written notice at least 15 days in advance advising that coverage is going to be canceled if the premium is not received.

### **Other Benefits**

Other benefits do not have to be maintained during periods of unpaid FMLA leave. Flexible Time Off or other types of paid leave do not have to accrue during unpaid FMLA leave if they would not accrue on other types of unpaid leave.

### **Pregnancy and Parenting Leave**

Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with the birth or adoption of a child is eligible for up to 12 weeks of unpaid leave and must begin within twelve (12) months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employees should provide reasonable notice. If the leave must be taken in less than three days, the employee should give as much notice as practicable.

Employees are required to use accrued leave (i.e. Flexible Time Off, Extended Medical Benefit, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e. where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.

### **5.9.3 Extended Medical**

A medical leave of absence may be granted to employees who are either ineligible for leave under the City FMLA policy or who have exhausted their entitlement to that leave. A medical leave of absence may also be granted upon exhaustion of accumulated extended medical benefit. Employees requesting a medical leave of absence must have the leave approved by the City Council for a period not to exceed 12 months. Failure to return to work at the expiration of the medical leave will be considered a voluntary resignation. Such leave is subject to prior certification by the attending medical authority or a medical authority designated by the City. A medical leave will not be granted unless the employee provides a statement from a healthcare provider stating the need for the leave, the expected duration of the leave and a general explanation of the nature of the medical condition or disability. Returning employees may be required to submit certification from their physician of fitness for duty. An employee who has been off work for a year or more for medical reasons must serve an introductory period before being returned to regular or limited-term status.

### **5.9.4 Administrative Leave**

The City Administrator may authorize an administrative leave. Examples of when an administrative leave may be granted include when potential employee misconduct is being investigated or an employee is undergoing a fitness-for-duty examination.

### **5.9.5 Military Leave**

State and federal laws provide protections and benefits to city employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the city at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.



Employees will be granted up to ten (10) working days of unpaid leave whose immediate family member is a member of the United States armed forces who has been injured or killed while engaged in active service. The 10 days may be reduced if an employee elects to use appropriate accrued paid leave.

Unless the leave would unduly disrupt the operations of the city, employees whose immediate family member, as a member of the United States armed forces has been ordered into active service in support of a war or other national emergency, will be granted an unpaid leave of absence, not to exceed one day's duration in any calendar year, to attend a send-off or homecoming ceremony for the mobilized service member.

#### **5.9.6 Sick or Injured Child Care Leave**

An employee may use Flexible Time Off benefits provided by the City for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use the Extended Medical Benefit for the employee's own illness or injury.

For the purposes of this section, "Extended Medical Benefit" means time accrued and available to an employee to be used because of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

#### **5.9.7 Civil Air Patrol Leave**

Unless the leave would unduly disrupt the operations of the City, the City shall grant a leave of absence without pay to an employee for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions.

#### **5.9.8 Victim or Witness Leave**

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceeding related to the victim's case.

#### **5.9.9 Domestic and Sexual Violence Leave**

Victims of domestic violence, stalking, or sexual assault may be able to take leave under the federal Family and Medical Leave Act (FMLA) or under comparable state or local laws.

#### **5.9.10 Restraining Order Leave**

The City shall not discharge, discipline, threaten, otherwise discriminate against, or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment, because the employee took reasonable time off from work to obtain or attempt to obtain relief under this section. Except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable, an employee who is absent from the workplace shall give 48 hours' advance notice to the City. Upon request of the City, the employee shall provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by the City.

#### **5.9.11 Organ Donation Leave**

The City must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the City. The City may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical

determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

### **5.9.12 Safety Leave**

#### **LEAVES**

Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., The Family and Medical Leave Act is likely to apply during a worker's compensation absence.) An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave. The City will provide employees with time away from work as required by state or federal statutes, if there are requirements for such time off that are not described in the personnel policies.

#### **Workers Compensation**

When an employee is eligible for workers compensation benefits, the employee may supplement the workers compensation benefits with a prorated portion of his or her accrued FTO or EMB so that the combination of the workers compensation equal the employee's regular pay. An employee must use forty (40) consecutive work hours of FTO before taking the EMB pursuant to this provision.

## **5.10 Light Duty Program Policy**

#### **Purpose**

The purpose of this policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the City Administrator on a case-by-case basis. This policy does not guarantee assignment to light duty.

#### **Policy**

The City of Grand Rapids' Light Duty Program is for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the City Administrator. The City Administrator reserves the sole right to determine when and if light duty work will be assigned.

#### **Procedure: Applying for Light Duty Work**

When an employee is unable to perform the essential requirements of the employee's job due to a temporary disability, the employee will notify the City Administrator or Department Head in writing as to the nature and extent of the disability and the reason why the employee is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability including the expected time frame regarding return to work full-time with no restrictions, meeting all essential requirements and functions of the City's position description along with a written request for light duty.

The City may require an independent evaluation conducted by a physician selected by the City to verify diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the City Administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty is recommended to last no longer than six months.

The circumstances of each disabled employee performing light duty work will be reviewed regularly.

## **5.11 Tuition Reimbursement Program**

Tuition reimbursement is a self-development program for employees to further their careers at the City of Grand Rapids (City). Employees may select courses of study that are directly related to either their present job or the pursuit of a City-related career. Administration is responsible for administering and monitoring this program.

### **5.11.1 Eligibility**

- Regular full-time employees are eligible after twelve months of continuous service;
- Part-time employees are eligible after twenty-four months of continuous service and at least 1,500 worked hours per year;
- Continuous service in these job categories must be maintained while taking the course(s).

### **5.11.2 Pre-Course Approvals**

- The course is to be approved by the City Administrator or Department Manager prior to enrollment on a Request for Tuition Reimbursement Form.

### **5.11.3 Restrictions**

- Coursework and course attendance is normally accomplished on the employee's own time. Attendance for required classes that are offered only during work hours is subject to approval by the Department Manager and must be for courses directly related to the job or relevant degree requirements. If absence from work is approved, the employee may use earned Flexible Time Off (FTO) for this time off, if approved by the City Administrator or Department Manager.
- The career being pursued and the relationship of the course to that career must be identified by the employee;
- Courses eligible for reimbursement must be "directly job related" or "career related." Career-related courses are only eligible to be reimbursed if the course is part of a degree and would benefit an existing or future City position description.
- For non-City related courses required of a degree or certificate program, proof of admittance to that program must be provided;
- Participants in a degree program are expected to concentrate on City-related courses first as a condition of continued approval of course;
- Number of courses in progress at one time is at the discretion of the City Administrator or Department Manager; a concern being that the employee is able to balance the needs of the job with a multiple course load;
- Funding by other agencies (such as scholarships and the GI Bill) must be used by the employee first. City is the secondary payer in such circumstances and all amounts funded by other agencies will be deducted from City's reimbursement allowance;

- An employee who voluntarily leaves service or is discharged will be required to pay back all reimbursements made (i.e. final processed) during the previous sixty months. Payback amount will be reduced by 20% for each full year of service rendered to the City's following successful completion of the courses.
- Institutions eligible to be considered for approval include most colleges, vocational schools and self-study institutions. Private consultants and motivation organizations are not covered;
- Attendance alone does not define successful completion, so most seminars do not qualify under the program;
- CLEP tests and similar conversions of previous knowledge to an academic record are not covered.

#### **5.11.4 Course Completion and Reimbursement**

- Successful completion (a letter grade of "C" or better, a "pass" in a pass/fail grading system, or a certificate of completion based on a competency exam) is required before reimbursement will be made;
- The "pre-course approved" Request for Tuition Reimbursement Form is re-submitted by the employee along with a grade report and tuition statement;
- Only tuition and required book costs are covered. Other costs and fees such as late fees, lab fees, training equipment and materials, and student fees are normally not covered, however, exceptions may be considered upon request of the employee. If the tuition amount includes a substantial amount of tangible goods (such as parts for constructing a radio receiver), the program will cover only the tuition portion.

#### **5.11.5 Maximum Reimbursement**

- The City will reimburse tuition and required book costs for qualified full-time employees as approved by the City Administrator or Department Head.
- Eligible part-time employees will be reimbursed up to a maximum of 50 percent of tuition and required book costs as approved by the City Administrator.

#### **5.11.6 Taxability of Reimbursed Amount**

Federal law provides that certain City-paid education expenses are nontaxable if they are for job-related courses and below IRS established benefit amount. The course taken is job-related if it maintains or enhances the skills needed for an employee's current position without furnishing the requisite qualifications for entering a new trade or business. Administration, in consultation with a tax consultant, will determine if necessary, to furnish an employee with a 1099 or W2 as appropriate.

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| <h3><b>5.12 Flexible Spending Accounts</b></h3> |
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Full-time employees are eligible to participate in the Flexible Spending tax savings program upon date of hire. This program allows the employee to pay employer sponsored health insurance premiums (if any), medical expenses, childcare or elder care expenses with "pre-tax" dollars, saving considerable payroll taxes. Re-enrollment will be conducted each calendar year. The plan offers two pre-tax spending accounts:

- Health Care Spending Account – Employees can elect to set aside the maximum allowed by IRS per year on a pre-tax basis to pay for medical and dental expenses not covered by insurance and not claimed on their tax return.

- Dependent Care Spending Account – Employees can elect to set aside up to \$5000 per year on a pre-tax basis to pay for employment related dependent care expenses provided by an eligible caregiver and not claimed on a tax return.

Any money that is set-aside in the above accounts will be forfeited if a claim(s) is/are not submitted for expenses incurred by the end of the calendar year. The amount of the election cannot be changed or stopped during the calendar year except within 30 days of a qualifying change in family status.

More information, including a list of eligible expenses is available from the Administration Department or from the benefit provider's website.

### **5.13 Employee Assistance Program**

The Employee Assistance Program provided by the City is included in the health plan and designed to help you and members of your family deal with the problems of daily life. The counseling service is staffed with professionals trained to provide initial assessment and counseling. It is strictly confidential and voluntary, and can be used for all types of problems including:

- Marital or parental difficulties
- Depression
- Financial problems
- Legal problems
- Alcohol and drug-related concerns
- Work related problems

Confidentiality is promised. No information concerning the nature of your problem will be released without your written consent. What is discussed with a counselor is strictly between the caller and the counselor. [In the case of a Supervisor referring an employee to the program because of poor job performance, the Supervisor will be made aware of two things: 1) whether or not the employee kept an appointment with a counselor; and 2) whether or not the employee is following the counselor's recommendations.]

The City assumes the cost for the EAP assessment and referral. If the Employee Assistance counselor refers you to other community resources for long-term or specialty assistance, these costs may be covered by the health benefits program.

All employees are encouraged to utilize these services should they need them. Further information about this program can be obtained from any Department Head or the Director of Human Resources.

### **5.14 Health, Dental, Life Insurance**

The City of Grand Rapids will contribute a competitive monthly amount toward group health, dental, and life insurance benefits for each eligible employee and his/her dependents. Employees are encouraged to look closely at this contribution as part of their overall compensation package with the City. Eligibility for this benefit begins the first of the month following 30 days of employment. In accordance with federal health care reform laws and regulations, while avoiding penalties, the City will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. The amount to be contributed and the type of coverage will be determined annually by the City Council.

Failure of any insurance carrier to provide any benefit for which it has contracted shall not create any liability on the part of the City, nor shall such failure be considered a breach of any obligation by the City to an employee. Any premium contribution required by the employee will be payroll deducted on a pre-tax basis.

Retired full-time employees who are not eligible for Medicare may continue to be covered by the City's group insurance policy at their own expense to the extent as required by law.

For more information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the Director of Human Resources.

## **5.15 Life Insurance**

The City provides a term life insurance policy for all regular FT and PT employees and on-call Firefighters. Eligibility for this benefit begins the first of the month following 30 days of employment. Basic term life is paid 100% by the City.

### **5.15.1 Optional Life**

Eligible employees have the option to purchase additional life insurance for themselves. Eligibility for any group insurance benefit is determined exclusively by the terms of the insurance policy. Employees may be required to provide health history information or other medical related data. The cost of this coverage is dependent on age and the amount of coverage chosen. The premium cost will be deducted from payroll.

## **5.16 PERA**

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck for Social Security and Medicare (the City matches the employee's social security and Medicare withholding).

**(SEE APPENDIX A)**

## **5.17 Deferred Compensation**

The City provides employees the opportunity to participate in deferred compensation plans, which allow employees to place a portion of their earnings into a pre-tax deferred investment program. Taxes on money set aside and earnings on the funds are deferred until time of withdrawal. This allows employees to defer present income for long-term savings to supplement retirement. Several different types of investment options are available. Funds may be withdrawn at the time the employee leaves City employment.

## **5.18 COBRA**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, you and your qualified dependents may have the opportunity to continue health or life insurance under the group policy when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are:

- Resignation
- Termination of employment
- Death of an employee
- A reduction in work hours
- Leave of absence
- An employee's divorce or legal separation
- Dependent child no longer meeting eligibility requirements.

Administration must be notified within thirty (30) days of the qualifying event.

Under COBRA, the employee or the dependent must pay the full cost of coverage at the City's rate. An additional administrative fee may be charged. Each employee is provided a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under an insurance plan. The notice contains important information about employee rights and obligations.

**(SEE APPENDIX B)**

|   |
|---|
| <b>5.19 MSRS Health Care Savings Plan</b> |
|---|

**(SEE APPENDIX C)**

# 6 APPENDICES

## **Acknowledgement Form**

PERA  
COBRA  
MSRS Health Care Savings Plan

Appendix A  
Appendix B  
Appendix C



Personnel Policies Acknowledgment Form

I acknowledge that I have received, read, and understand the policies outlined in the City of Grand Rapids Personnel Policy Handbook. I agree to conform to the rules and regulations of the City of Grand Rapids as described in the handbook, which is intended as a guide to human resource policies and procedures. I understand that the City has the right to change the handbook without notice. It is understood that future changes in policies and procedures will supersede or eliminate those found in this book, and that employees will be notified of such changes through normal communication channels.

I also understand and agree that the information contained in these materials does not constitute an employment contract between the City of Grand Rapids and me, and that either I or the City of Grand Rapids may terminate our employment relationship at any time, with or without cause. I understand that no manager or representative of the City of Grand Rapids, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing.

---

**Employee Signature**

---

**Date**

---

**Employee Name (please print)**

**Note:** *Please give this completed form to the Director of Human Resources for filing in your personnel file.*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0634      **Version:** 1      **Name:** CP 2014-2 Authorize Ad for Bids: 2nd Ave NE  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/1/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [10-14-19 Resolution CP 2014-2 Ordering Advertisement](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.

### **Background Information:**

The project was originally bid in the May of 2019, and was subsequently not awarded due to high costs. Engineering staff have reviewed the project and adjusted the proposed work to align with the proposed budget. Plans and specifications are complete and ready for advertising for bids on CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE. The resolution to approve the plans and specifications and advertise for bids is attached.

### **Staff Recommendation:**

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.

### **Requested City Council Action**

A motion adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2014-2, the 2019 Street Improvements Project - 2nd Avenue NE.

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

RESOLUTION NO. 19-\_\_

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND  
ORDER ADVERTISEMENT FOR BIDS FOR  
2019 Street Improvements Project – 2<sup>nd</sup> Avenue NE  
City Project 2014-2**

WHEREAS, Resolution 19-16, ordered in the project and directed the preparations of plans and specifications for CP 2014-2, the 2019 Street Improvements Project, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS,  
MINNESOTA:

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the City Engineer until 10:00 a.m., on Wednesday, December 4<sup>th</sup>, 2019, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, December 9<sup>th</sup>, 2019, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 28<sup>th</sup> day of October, 2019.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Kim Johnson-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 #:** 19-0662      **Version:** 1      **Name:** Approve Gothard Bench Donation  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/15/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider adopting a resolution accepting a bench donation from the family of Bernie Gothard.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [9-23-19 Resolution Gothard Bench Donation](#)  
[Gothard Bench Application-Quote](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution accepting a bench donation from the family of Bernie Gothard.

### **Background Information:**

The City has a dedicate a bench program where citizens can purchase and donate a bench dedicating it in honor of a person or persons. The family of Bernie Gothard has submitted the paper work and fee for a bench in honor of Bernie Gothard.

### **Staff Recommendation:**

City staff is recommending a resolution accepting the donation of a bench from the family of Bernie Gothard in honor of Bernie Gothard.

### **Requested City Council Action**

Make a motion adopting a resolution accepting a bench donation from the family of Bernie Gothard.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$1916.27 DONATION FOR THE INSCRIPTION  
AND COST OF ONE PARK BENCH

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:

- An area resident donated \$1,916.27 for the inscription and cost of a park bench to be placed on the grounds of the Grand Rapids Area Public Library.

Adopted this 28<sup>th</sup> day of October, 2019.

---

Dale Adams, Mayor

Attest:

---

Kim Johnson-Gibeau, City Clerk



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

## BENCH DEDICATION ORDER FORM

**APPLICANT (Please Print)**

|  |
|--|
| <b>Name:</b> Debra Evers                                   |
| <b>Address:</b> 17616 Hyde Park Ave<br>Lakeville, MN 55044 |
| <b>Phone:</b> 952-905-1322                                 |

**DEDICATION PLAQUE 2" x 12" (4 LINES)**

(61 Characters per Line – Includes spaces – Includes Upper & Lower case)

|   |
|---|
| <b>Line 1:</b> In loving memory of Bernie Gothard   |
| <b>Line 2:</b> 'All things bright and beautiful...' |
| <b>Line 3:</b>                                      |
| <b>Line 4:</b>                                      |

*\*If necessary, the composer of All Things Bright and Beautiful is Cecil F. Alexander*

**DESIRED LOCATION OF BENCH**

|  |
|--|
| Public Library, north side of walking trail. West of library. (My brother, Mark Gothard, met with Kevin at 3pm on Monday, October 7 <sup>th</sup> , and agreed on this location) |
|--|

|   |                         |
|---|-------------------------|
| <b>Signature of Applicant:</b><br> | <b>Date:</b><br>10/7/19 |
|---|-------------------------|

|   |
|---|
| (Check Required with Order) Amount= _____ |
|---|



Flagship Recreation  
 11123 Upper 33rd Street North  
 Lake Elmo, MN 55042

763.550.7860 : info@flagshipplay.com

# Quote

Date 10/9/2019

Quote # 21777

Project

Terms Net 30

Drawing # 11756019A

Bill To

CITY OF GRAND RAPIDS  
 420 POKEGAME AVE N  
 GRAND RAPIDS, MN 55744

Ship To

GRAND RAPIDS PUBLIC WORKS  
 500 SE 4TH STREET  
 GRAND RAPIDS, MN 55744

We are pleased to submit the proposal to supply the following items:

| Qty | Item         | Description   | Price    | Total     |
|-----|--------------|---|----------|-----------|
| 1   | 58-60        | 6ft bench with back - BLACK   | 1,130.00 | 1,130.00T |
| 1   | PLAQUE       | 2" X 12" PLAQUE 029092 GOTHARD  | 360.00   | 360.00T   |
| 1   | DUMOR FRE... | Delivery to site, items are delivered unassembled and on pallets.<br>Customer responsible for unloading and installation. | 303.00   | 303.00T   |

Signature below accepting this proposal will constitute a purchase order only on approval upon Flagship Recreation. Customer receipt of an order acknowledgement constitutes such approval.

Signature \_\_\_\_\_

Please remit payment to:  
 Flagship Recreation  
 275 East 4th Street #810  
 St Paul, Mn 55101

|                         |                   |
|-------------------------|-------------------|
| <b>Subtotal</b>         | <b>\$1,793.00</b> |
| <b>Sales Tax (0.0%)</b> | <b>\$0.00</b>     |
| <b>Total</b>            | <b>\$1,793.00</b> |

Prices are good until 12/31/19



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0663      **Version:** 1      **Name:** PW PT Winter Maintenance List  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/15/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider the attached list for part-time winter maintenance employment for the Public Works Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2019 10-28 PW PT Winter Maint List](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider the attached list for part-time winter maintenance employment for the Public Works Department.

**Background Information:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snow plowing season. These part-time employees are used on an "as needed" basis. Several employees are return hires for Public Works, but there are a few new hires on this year's list. The start date will be effective 10-29-19 with an end date of 4-30-20, the wage rate will be \$18.00 per hour. Gary Hausladen, who continues to work for Public Works during the summer maintenance season will return for winter maintenance and have an end date of 6-30-20.

There are also four summer part-time maintenance workers who are on this part-time winter maintenance list to assist with the winter maintenance operations this season, as per their availability. They will also have a start date of 10-29-19 and an end date of 4-30-20. They are Nathaniel DeGuisseppi \$12.50/hr, Luke Kinnunen \$12.25/hr, John Romanik \$12.75/hr and Tanner Shepard \$12.50/hr.

**Staff Recommendation:**

Public Works Superintendent Kevin Koetz, recommends hiring part-time winter maintenance workers from the attached list.

**Requested City Council Action**

Make a motion to approve the Public Works Department hiring from the attached list of part-time winter maintenance workers for the 2019-2020 Snow Removal Season.



## **Public Works PT Winter Maintenance List 2019-2020**

---

### **Return Hires:**

---

|                  |            |                       |
|------------------|------------|-----------------------|
| Buell, Andrew    | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Bumgarner, Roger | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Hausladen, Gary  | \$18.00/Hr | 10-29-19 thru 6-30-20 |
| Hidde, Jesse     | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Plagemann, Greg  | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Ross, Steven     | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Werth, John      | \$18.00/Hr | 10-29-19 thru 4-30-20 |

### **New Winter Maint Hires:**

---

|                  |            |                       |
|------------------|------------|-----------------------|
| Jaeger, Austin   | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Kubeczko, Kevin  | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Kubeczko, Robert | \$18.00/Hr | 10-29-19 thru 4-30-20 |
| Morse, Zach      | \$18.00/Hr | 10-29-19 thru 4-30-20 |

### **Return Hires (From Summer PT):**

---

|                        |            |                       |
|------------------------|------------|-----------------------|
| DeGuisseppi, Nathaniel | \$12.50/Hr | 10-29-19 thru 4-30-20 |
| Kinnunen, Luke         | \$12.25/Hr | 10-29-19 thru 4-30-20 |
| Romanik, John          | \$12.75/Hr | 10-29-19 thru 4-30-20 |
| Shepard, Tanner        | \$12.50/Hr | 10-29-19 thru 4-30-20 |



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0665      **Version:** 1      **Name:** Approve Final Payment Horn Bridge Maintenance.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/17/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approving Final Payment for BR 31514 Horn Bridge Maintenance.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [BR 31514 - Horn Bridge Pay Est - Final Signed](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving Final Payment for BR 31514 Horn Bridge Maintenance.

**Background Information:**

The total final payment amount is \$74,561.75. The original contract amount was \$72,698.00 due to some additional concrete wearing course repair the final contract amount is \$74,561.75.

**Staff Recommendation:**

City Staff recommends approving Final Payment for BR 31514 Horn Bridge Maintenance in the amount of \$74,561.75.

**Requested City Council Action**

Make a motion approving Final Payment for BR 31514 Horn Bridge Maintenance in the amount of \$74,561.75.

GRAND RAPIDS, MINNESOTA  
BR 31514 (HORN BRIDGE MAINTENANCE)

PCROADS, LLC  
14123 42ND ST NE  
ST. MICHAEL, MN 55376

Certificate of Final Payment  
Pay Estimate # 1-FINAL  
Time Period: 9/9/2019 - 10/11/2019

| Bid Item     | Item No. | Item                                 | Unit | Est. Quant. | Unit Price  | Contract Amount | Previous Estimates |        | This Estimate |             | Total to Date |             |
|--------------|----------|--------------------------------------|------|-------------|-------------|-----------------|--------------------|--------|---------------|-------------|---------------|-------------|
|              |          |                                      |      |             |             |                 | Quant.             | Amount | Quant.        | Amount      | Quant.        | Amount      |
| 1            | 2021.501 | MOBILIZATION                         | LS   | 1           | \$18,600.00 | \$18,600.00     | 0                  | \$0.00 | 1             | \$18,600.00 | 1             | \$18,600.00 |
| 2            | 2433.603 | CLEAN & SEAL DECK JOINTS             | LF   | 307         | \$17.00     | \$5,219.00      | 0                  | \$0.00 | 307           | \$5,219.00  | 307           | \$5,219.00  |
| 3            | 2433.618 | CONCRETE WEARING COURSE REPAIR       | SF   | 50          | \$88.75     | \$4,437.50      | 0                  | \$0.00 | 71            | \$6,301.25  | 71            | \$6,301.25  |
| 4            | 2433.618 | MMA FLOOD SEAL                       | SF   | 13706       | \$2.75      | \$37,691.50     | 0                  | \$0.00 | 13706         | \$37,691.50 | 13706         | \$37,691.50 |
| 5            | 2563.601 | TRAFFIC CONTROL                      | LS   | 1           | \$6,000.00  | \$6,000.00      | 0                  | \$0.00 | 1             | \$6,000.00  | 1             | \$6,000.00  |
| WC# 1        | 2433.601 | SEAL CRACKS W/ EPOXY BY CHASE METHOD | LS   | 1           | \$750.00    | \$750.00        | 0                  | \$0.00 | 1             | \$750.00    | 1             | \$750.00    |
| TOTAL-PAGE 1 |          |                                      |      |             |             | \$72,698.00     |                    |        | \$74,561.75   |             |               | \$74,561.75 |

|                       |  |  |  |  |  |             |  |  |             |  |  |             |
|-----------------------|--|--|--|--|--|-------------|--|--|-------------|--|--|-------------|
|                       |  |  |  |  |  |             |  |  |             |  |  |             |
| <b>TOTAL CONTRACT</b> |  |  |  |  |  | \$72,698.00 |  |  | \$74,561.75 |  |  | \$74,561.75 |

The undersigned Contractor certifies that all previous payments received from the Owner for work done under this contract have been applied to discharge in full all obligations the Contractor incurred in connection with the work covered by said progress payments. The undersigned Contractor agrees to pay all subcontractors within 10 days of receipt of payment from the municipality for undisputed services provided by the subcontractor. The Contractor agrees to pay interest as described under Minnesota state statute.

Contract Total to Date \$74,561.75  
0 % Retainage \$0.00  
Subtotal \$74,561.75  
Less Previous Payments \$0.00  
Due This Estimate \$74,561.75

Contractor: *King J. Walker* Date: 10/15/19  
 Engineer: *Jerry State* Date: 10/17/19  
 City Engineer: *Robert Wegge* Date: 10/21/19



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0666      **Version:** 1      **Name:** Extend Seasonal Golf Employment  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/21/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider extending Seasonal Golf Employment  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider extending Seasonal Golf Employment

**Background Information:**

There still exists a great deal of end of season grounds maintenance work to complete at Pokegama Golf Course. We have three seasonal employees that are available to fill this role. They are currently employed on our grounds crew and their current approved final date of work is October 31, 2019. I am requesting the council to extend that final date to November 15 for Kent Baril and Ben Olson and November 9 for Reidar Jensen. These dates will allow us to remain within the rules governing seasonal employment. Pokegama Golf Course employees are paid from the Pokegama Golf Course Enterprise Fund.

**Staff Recommendation:**

Extend the final date of seasonal employment to November 15 for seasonal employees Kent Baril and Ben Olson. And extend the final date of seasonal employment to November 9 for seasonal employee Reidar Jensen.

**Requested City Council Action**

Make a motion extending the final date of seasonal employment to November 15 for seasonal employees Kent Baril and Ben Olson, extending final date of seasonal employment to November 9 for seasonal employee Reidar Jensen.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0667      **Version:** 1      **Name:** Consider adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.

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

**File created:** 10/21/2019      **In control:** City Council

**On agenda:** 10/28/2019      **Final action:**

**Title:** Consider adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution Accepting IRRR Residential Redevelopment grant](#)  
[Demo Contract with State of MN](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program.

**Background Information:**

On October 14th of this year, the City Council authorized the submission of a grant application to the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program for a grant to fund a portion of the cost of razing and removing one residential structure in Grand Rapids.

We received notice from the IRRR that they will provide a grant to the City totaling \$7,146.00 to be used by the City for the reimbursement of the property owners expenses associated with the demolition of this structure.

The attached resolution accepts the \$7,146.00 grant from the IRRR.

**Requested City Council Action**

Make a motion adopting a resolution accepting a \$7,146.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program and authorize the Mayor and City Clerk's execution of necessary documents.

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

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$7,146.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) RESIDENTIAL REDEVELOPMENT PROGRAM FOR THE DEMOLITION OF TWO RESIDENTIAL STRUCTURES AND ONE ACCESSORY STRUCTURE IN THE CITY GRAND RAPIDS

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 \$7,146.00 Residential Redevelopment grant award from the IRRR for the demolition of one residential structure in the City of Grand Rapids.

Adopted this 28<sup>th</sup> day of October 2019.

\_\_\_\_\_  
Dale Adams, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilmember \_\_\_\_\_ 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.

**STATE OF MINNESOTA  
GRANT CONTRACT**

|                                |                                    |                                |                             |                                  |
|--------------------------------|------------------------------------|--------------------------------|-----------------------------|----------------------------------|
| <b>PO ID</b><br>3000007506     | <b>PO Date</b><br>October 17, 2019 |                                | <b>Fiscal Year</b><br>2020  | <b>Grant Award</b><br>\$7,146.00 |
| <b>Vendor ID</b><br>0000195352 | <b>Fund</b><br>2370                | <b>Fin Dept ID</b><br>B4335310 | <b>Approp ID</b><br>B43TCPR | <b>Account</b><br>441352         |

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

## Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 19-031 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

#### 1.1 Effective date:

October 20, 2019, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until t . **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### 1.2 Expiration date:

June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### 2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a)

(1).

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

##### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

##### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$7,146.00 and be in accordance with the breakdown of costs contained in Exhibit B.

#### **4.2 Payment**

##### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

##### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### **4.3 Contracting and Bidding Requirements**

**(a)** Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

**(b)** For projects that include construction work, prevailing wage rates must be paid pursuant to



Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Danae Beaudette, 4261 Hwy 53 S., Eveleth, Minnesota, 55734, 218-735-3022, danae.beaudette@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the

performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **16 Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

*Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15 and 16C.05*

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: October 17, 2019

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: October 20, 2019

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

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

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

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

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

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

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

Distribution:

Agency

Grantee

State's Authorized Representative



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0668      **Version:** 1      **Name:** Hazmat State Fire Marshal Contract Update  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/22/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approving amendments to Hazmat Response Contract with State of Minnesota to now be supervised by the State Fire Marshal Division.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Amendment 2 Grand Rapids CAT PT 131758.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving amendments to Hazmat Response Contract with State of Minnesota to now be supervised by the State Fire Marshal Division.

**Background Information:**

The City of Grand Rapids Fire Department has been a contractor to the State of Minnesota as a Hazardous Materials Chemical Assessment Team since the inception of the State's Regional Response Program in 1995.

The State of Minnesota has realigned the Chemical Assessment Teams to fall under the State Fire Marshal Division. The State of Minnesota has submitted an amendment to the contract with the City of Grand Rapids Fire Department Chemical Assessment Team. This amendment will require signatures by both parties to amend the Original Contract and previous amendments. The proposed amendments do not negatively impact the budget of the Fire Department or the Chemical Assessment Team.

**Staff Recommendation:**

Approve the amendments to the contract with the State of Minnesota and allow for proper signatures.

Make a motion approving amendments to contract between the City of Grand Rapids and the State of Minnesota to provide professional/technical services for hazardous materials emergencies.



# Professional and Technical Services Contract Amendment 2 State of Minnesota

SWIFT Contract Number: 131758

|                                     |                   |                              |                     |
|-------------------------------------|-------------------|------------------------------|---------------------|
| Contract Start Date:                | <u>10/01/2017</u> | Total Contract Amount:       | <u>\$300,000.00</u> |
| Original Contract Expiration Date:  | <u>09/30/2022</u> | Original Contract:           | <u>\$300,000.00</u> |
| Current Contract Expiration Date:   | <u>09/30/2022</u> | Previous Amendment(s) Total: | <u>\$ 0.00</u>      |
| Requested Contract Expiration Date: | <u>No Change</u>  | This Amendment:              | <u>\$ 0.00</u>      |

This Amendment is by and between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the ~~Homeland Security and Emergency Management~~ State Fire Marshal division ("State"), and the City of Grand Rapids, acting on behalf of its Fire Department ("Contractor").

### Recitals

1. The State has a contract with the Contractor identified as SWIFT contract number 131758 ("Original Contract") for Contractor to provide regional Hazardous Materials Emergency Chemical Assistance Team ("CAT Team") to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
2. The State needs to amend the Original Contract, including replacement of Appendix F-1 with Appendix F-2.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

### Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 6, **Authorized Representatives**, is amended as follows:

**6. Authorized Representatives**

The State's Authorized Representative is the person below, or his successor. The State's Authorized Representative, including his designees identified in ~~Appendix F~~ Appendix F-2, has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative or his designee will certify acceptance on each invoice submitted for payment.

Name: ~~Joe Kelly, Director, Homeland Security and Emergency Management~~  
James G. Smith, Chief Deputy State Fire Marshal

Address: Department of Public Safety; State Fire Marshal  
 445 Minnesota Street, ~~Suite 223~~  
 Saint Paul, MN 55101

Telephone: ~~651.201.7404~~ 651.201.7202

Email Address: ~~joseph.kelly@state.mn.us~~ james.g.smith@state.mn.us

The Contractor's Authorized Representative is the person below, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State in writing/email.

Name: Tony Clifton, HAZMAT Officer

Address: Grand Rapids Fire Department  
 420 North Pokegama Avenue  
 Grand Rapids, MN 55744

Telephone: 218.910.8353 (work); 218.398.5190 (mobile)

Email Address: tclifton@ci.grand-rapids.mn.us

**REVISION 2.** Clause 21.6, **Designees of the State's Authorized Representative**, is amended as follows:

**21.6 Designees of the State's Authorized Representative.** ~~Appendix F-1~~ Appendix F-2 identifies designees of the State's Authorized Representative and their delegated authority to act on his behalf.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect; and the Original Contract and any previous amendments are incorporated into this amendment by reference.

**1. Contractor: City of Grand Rapids**

*The Contractor certifies that the appropriate persons have executed the Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

**2. Department of Public Safety; State Fire Marshal Division**

*Individual certifies the applicable provisions of Minnesota Statute § 16C.08, subdivisions 2 and 3, are reaffirmed.*

Print Name: \_\_\_\_\_  
(with delegated authority)

Signature: \_\_\_\_\_

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

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

**3. Commissioner of Administration**

*As delegated to the Office of State Procurement*

Signature: \_\_\_\_\_

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

**APPENDIX F-2**

**DESIGNEES OF STATE’S AUTHORIZED REPRESENTATIVE**

**State’s Authorized Representative:**

**James G. Smith, Chief Deputy State Fire Marshal**

**Designees of State’s Authorized Representative:**

**Rick Luth, State Emergency Response Teams Coordinator, or his successor**

**Amanda Swenson, State Services and Support Supervisor, or her successor**

**Authority of Designees:**

- |                                 |  |
|---------------------------------|--|
| <b>Clause 4, Section 4.1(d)</b> | <b>Authorization to approve “Emergency Response Reimbursement” claims in excess of \$5,000.00</b>  |
| <b>Clause 6</b>                 | <b>Authorization to certify (approve) acceptance on each invoice submitted by Contractor corresponding Clause 4, Section 4.1(a), Compensation</b>                            |
| <b>Clause 6</b>                 | <b>Authorization to certify (approve) acceptance on each claims form submitted by Contractor corresponding to Clause 4, Section 4.1(d), Emergency Response Reimbursement</b> |
| <b>Clause 10, Section 10.1</b>  | <b>Authorization to give instructions to the Contractor concerning release of data to a requesting third party prior to the data being released</b>                          |
| <b>Clause 13</b>                | <b>Authorization to approve publicity or publications prepared by or for the Contractor</b>  |

**The undersigned hereby delegates the authorities listed above to those persons identified as Designees of State’s Authorized Representative. These authorities are delegated until revoked in writing.**

**By: \_\_\_\_\_  
James G. Smith, Chief Deputy State Fire Marshal  
State Fire Marshal Division**

\_\_\_\_\_  
**Date**





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0677      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/23/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Adopt a Resolution to Accept a \$150 Donation to the Fire Department  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [FD K & T Rabbers donation](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Adopt a Resolution to Accept a \$150 Donation to the Fire Department

**Background Information:**

Kevin and Tandy Rabbers has made a donation of \$150 to be used for the Grand Rapids Fire Department's Fire Prevention and Education program.

**Staff Recommendation:**

Accept the donation of \$150 from Kevin and Tandy Rabbers to the Fire Department.

**Requested City Council Action**

Make a motion adopting a resolution to accept a \$150 donation to the Grand Rapids Fire Department from Kevin and Tandy Rabbers to be used for their Fire Prevention and Education program.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$150 DONATION FROM KEVIN & TANDY RABBERS FOR THE GRAND RAPIDS FIRE DEPARTMENT'S SAFETY EDUCATION PROGRAM

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:

- Kevin & Tandy Rabbers has donated \$150 for the Grand Rapids Fire Department's safety education program.

Adopted this 28<sup>th</sup> day of June 2019.

---

Dale C. Adams, Mayor

Attest:

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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 #:** 19-0678      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/24/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider adopting a resolution approving assignments of TIF in connection with River Hills Apartments and authorizing execution of consent to such assignments

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DOCSOPEN-#617939-v1-Grand Rapids River Hills RESOLUTION REGARDING ASSIGNMENT Collateral Assignment and Consent](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider adopting a resolution approving assignments of TIF in connection with River Hills Apartments and authorizing execution of consent to such assignments

**Background Information:**

On September 11, 2014 the City entered into a Purchase and Development Agreement with River Hills Apartment of Grand Rapids, LLLP for the construction of a 70 unit housing facility. In accordance with that Agreement, the City issued TIF notes to the developer upon completion of those units. The owner of the facility now wishes to convey River Hills to a new owner, dba River Hills of Grand Rapids, LLC, and assign the TIF notes to the new owner and their lender Hiway Federal Credit Union as collateral. The City's Development Counsel has reviewed and approved the proposed Collateral Assignment of Interest in Payments Under TIF Notes.

**Requested City Council Action**

Make a motion adopting a resolution approving assignments of TIF in connection with River Hills Apartments and authorizing execution of consent to such assignments

**CITY OF GRAND RAPIDS**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING ASSIGNMENTS OF TAX  
INCREMENT FINANCING IN CONNECTION WITH RIVER  
HILLS APARTMENTS; AUTHORIZING EXECUTION OF  
CONSENT TO SUCH ASSIGNMENTS**

WHEREAS, the City of Grand Rapids, Minnesota (the "City") executed and entered into that certain Purchase and Development Agreement, dated September 11, 2014 (the "Contract"), with River Hills Apartments of Grand Rapids, LLLP ("RHAGR") for the construction of a 70 unit housing facility within the City (the "Facility"); and

WHEREAS, pursuant to the Contract, the City issued its Tax Increment Revenue Note, Series 2016A in the original principal amount of \$300,000 and its Tax Increment Revenue Note Series 2017B (collectively, the "TIF Notes") to RHAGR upon completion of construction of the Facility; and

WHEREAS, RHAGR subsequently assigned its rights and obligations under the Contract and the TIF Notes to River Hills Apartments LLC (the "Prior Owner"), an affiliate of RHAGR, pursuant to an Assignment and Assumption of Development Agreement and TIF Notes, dated October 29, 2018; and

WHEREAS, the Prior Owner desires to convey the Facility to a new owner, Rivers Hills of Grand Rapids LLC (the "New Owner"), and in connection therewith will enter into an Assignment and Assumption of Development Agreement and Tax Increment Financing Notes (the "Assignment and Assumption Agreement") whereby the Prior Owner will assign its rights and obligations under the Contract to the New Owner and assign the TIF Notes to the New Owner; and

WHEREAS, in connection with the conveyance of the Facility, the New Owner has requested that the City consent to and approve the Assignment and Assumption Agreement through execution of a Consent and Acknowledgement of the City of Grand Rapids, Minnesota (the "Assignment and Assumption Consent"); and

WHEREAS, in order to obtain financing for the acquisition of the Facility, the New Owner intends to collaterally assign to Hiway Federal Credit Union, an affiliate thereof, or another lender selected by the New Owner, (the "Lender") its right, title to and interest in the TIF Notes, pursuant to the Collateral Assignment of Interest in Payments Under Tax Increment Revenue Notes, between the New Owner and the Lender (the "Collateral Assignment"), and has requested that the City acknowledge and consent to the Collateral Assignment through execution of the Consent to Collateral Assignment of Interest in Payments Under Tax Increment Revenue Notes (the "Collateral Consent"); and

WHEREAS, the City's Development Counsel has reviewed and approved the language of the proposed Assignment and Assumption Agreement, the Assignment and Assumption Consent,

the Collateral Assignment, and the Collateral Consent in the forms on file with the City Administrator, and has recommended approval of these documents.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Rapids as follows:

1. The City hereby approves the Assignment and Assumption Agreement to the New Owner in substantially the form delivered to the City and on file with the City Administrator.

2. The City further approves the Collateral Assignment in the form delivered to the City and on file with the City Administrator.

3. The Mayor and City Administrator are hereby authorized to execute and deliver to New Owner the Collateral Consent and the Assignment and Assumption Consent substantially in the forms on file with the City Administrator, subject to modifications that do not alter the substance of the transaction and are approved by such officials upon the recommendation of the City's Development Counsel, provided that execution of the Consent by such officials is conclusive evidence of their approval.

4. The City Administrator is hereby authorized to execute and deliver to New Owner amended TIF Note registration pages, evidencing New Owner as holder of the TIF Notes.

Adopted by the City of Grand Rapids this 28th day of October, 2019.

---

Mayor

ATTEST:

---

City Clerk

**COLLATERAL ASSIGNMENT OF INTEREST IN  
PAYMENTS UNDER TAX INCREMENT REVENUE NOTES**

**THIS COLLATERAL ASSIGNMENT OF INTEREST IN PAYMENTS UNDER TAX INCREMENT REVENUE NOTES** (“this Collateral Assignment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between RIVER HILLS OF GRAND RAPIDS, LLC, a Minnesota limited liability company (“Borrower”), and HIWAY FEDERAL CREDIT UNION, a federally chartered credit union (“Lender”).

**RECITALS**

WHEREAS, the City of Grand Rapids, Minnesota (the “City”) entered into that certain Purchase and Development Agreement dated September 11, 2014 (the “Development Agreement”), with River Hills Apartments of Grand Rapids, LLLP (“RHAGR”), related to the acquisition of that certain Development Property and the construction of certain Minimum Improvements thereon, as defined in the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, the City issued to RHAGR (i) that certain Tax Increment Revenue Note Series 2016A, dated March 28, 2016, in the original principal amount of \$300,000 (the “2016A TIF Note”), and (ii) that certain Tax Increment Revenue Note Series 2017B, dated May 1, 2017, in the original principal amount of \$300,000 (the “2017B TIF Note”, and together with the 2016A TIF Note, the “TIF Notes”); and

WHEREAS, RHAGR subsequently assigned the Development Agreement and TIF Notes to River Hills Apartment LLC pursuant to an Assignment and Assumption of Development Agreement and TIF Notes dated October 29, 2018, who in turn has assigned the Development Agreement and TIF Notes to Borrower;

WHEREAS, Borrower has entered into that certain Commercial-Industrial Purchase Agreement, dated August 13, 2019, and subsequent/related assignments whereby Borrower has agreed to purchase the Development Property that is subject to the Development Agreement; and

WHEREAS, the Development Agreement contemplates and permits the sale of the Development Property, and the assignment of the Development Agreement and TIF Notes; and

WHEREAS, Borrower is the “Borrower” pursuant to that certain Term Promissory Note dated \_\_\_\_\_, 2019 in the original principal amount of Six Million Eight Hundred Thirty Thousand and no/100 Dollars (\$6,830,000.00) issued by Lender (“Note”) and documents associated therewith (“Loan Documents”); and

WHEREAS, in connection with the Loan Documents, Borrower has requested that Lender accept the TIF Notes as collateral for the Note and Lender has requested that Borrower cause the execution and delivery of this Collateral Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Borrower hereby assigns, transfers and sets over unto Lender, for collateral purposes, all of Borrower's current and future right, title and interest in and to the payments under the TIF Notes, as security for the full, timely and faithful repayment by Borrower of the Note, and performance by Borrower of its obligations under the Loan Documents. The parties agree that this Collateral Assignment is intended for collateral purposes only and until such time as an Event of Default occurs (as further described in Section 4 of this Agreement), Borrower shall remain entitled to all payments pursuant to the TIF Notes.

2. Borrower hereby agrees to faithfully observe and perform all of the obligations and agreements pursuant to the Development Agreement regarding the terms and conditions of the TIF Notes, subject to Borrower's right to reasonably contest observance and performance.

3. Lender will not be deemed in any manner to have assumed any of the obligations related to the Development Agreement or the TIF Notes, nor shall Lender be liable to the City by reason of any default by any party under the Development Agreement or the TIF Notes. Borrower agrees to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Borrower's duty and obligation to perform and discharge the terms, covenants and agreements in the Development Agreement or the TIF Notes.

4. After the occurrence of an Event of Default (as defined and set forth in the Loan Documents), subject to applicable grace or cure periods, and if Lender elects to exercise its rights pursuant to this Collateral Assignment:

a. Lender shall provide written notice to Borrower and to the City of Lender's election to exercise Borrower's right to payment under the TIF Notes ("Election Notice"), without any interference or objection from Borrower or Borrower, and Borrower and Borrower shall cooperate in causing the City to comply with all the terms and conditions of the Election Notice.

b. Following delivery of the Election Notice, and provided that all provisions of the Development Agreement which are conditions to payment under the TIF Notes are satisfied, Lender shall be entitled to receive payments under the TIF Notes.

c. Nothing set forth in this Collateral Assignment shall permit or provide Lender with authority to (i) amend the terms of the TIF Notes or the Development Agreement; or (ii) make concessions to the City in connection with the TIF Notes or the Development Agreement, it being agreed that this Collateral Assignment is solely an assignment of the right to payments under the TIF Notes.

d. The City shall have not duty or obligation to verify the existence of an Event of Default and shall rely on the Election Notice alone to establish that an Event of Default has occurred.

e. The Lender understands and acknowledges that payments under the TIF Notes shall only be made in accordance with the terms and conditions of the Development Agreement.

5. Lender's exercise of its rights pursuant to this Collateral Agreement shall not limit Lender's exercise of any other remedies provided to it in the Loan Documents. Any failure on the part of the Lender promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Lender may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Loan Documents.

6. Lender is not the agent, partner or joint venturer of Borrower, or the City.

7. Borrower warrants and represents that:

a. Upon the consent of the City, Borrower has the right to exercise and deliver this Collateral Assignment under the terms of the Development Agreement and the TIF Notes. The execution of this Collateral Assignment and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Borrower's organizational documents.

b. Borrower has made no prior assignments of the TIF Notes.

c. Borrower will not allow or permit any surrender, termination, material amendment or modification of the Development Agreement or the TIF Notes without the prior written consent of Lender, which consent shall not be unreasonably withheld.

d. To Borrower's knowledge, as of the date hereof, the Development Agreement and the TIF Notes are in full force and effect, subject to no defenses, setoffs or counterclaims whatsoever.

e. To Borrower's knowledge, there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of any of the Development Agreement or the TIF Notes.

8. When the context so requires, the singular shall include the plural and conversely, and use of any gender shall include all genders.

9. This Collateral Assignment shall be governed by and be construed in accordance with the laws of the State of Minnesota. Whenever possible, each provision of this Collateral Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Collateral Assignment shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Collateral Assignment.

10. This Collateral Assignment may be executed in counterparts for the convenience of the parties, which together shall constitute one Collateral Assignment and the counterpart



signature pages may be detached from the various counterparts and attached to make one copy of this Collateral Assignment.

11. Notices required hereunder shall be by registered or certified mail or hand delivered, addressed as follows:

If to Borrower: River Hills of Grand Rapids, LLC  
c/o Joel Schwieters, CEO  
13925 Fenway Boulevard North  
Hugo, MN 55038

If to the City: City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attn: City Administrator

If to Lender: Hiway Federal Credit Union  
Attn: Scott Burger  
111 Empire Drive  
St. Paul, MN 55103

or to such other address specified in writing by one party to the other in accordance herewith.

**IN AGREEMENT**, the parties have has caused this Collateral Assignment to be executed as of the day and year first above written

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*





**CONSENT TO COLLATERAL ASSIGNMENT OF INTEREST IN  
PAYMENTS UNDER TAX INCREMENT REVENUE NOTES**

The City of Grand Rapids, Minnesota (“City”) has issued its Tax Increment Revenue Note, Series 2016A, dated March 28, 2016, in the original principal amount of \$300,000 (“the 2016A TIF Note”) and that certain Tax Increment Revenue Note, Series 2017B, dated May 1, 2017, in the original principal amount of \$300,000 (the “2017B TIF Note”, and together with the 2016A TIF Note, the “TIF Notes”) upon satisfaction of the terms for issuance of the TIF Notes required by that certain Purchase and Development Agreement dated September 11, 2014 (the “Development Agreement”) with River Hills Apartments of Grand Rapids LLLP. The TIF Notes have been assigned with the City’s consent to River Hills of Grand Rapids, LLC, a Minnesota limited liability company (“River Hills of Grand Rapids”) and as payable solely from “Available Tax Increment” as the term is defined in the TIF Notes. The City has received a Collateral Assignment of Interest in Payments under Tax Increment Revenue Notes (the “Collateral Assignment”), executed by River Hills of Grand Rapids which collaterally assigns its interests in the payment of Available Tax Increment under the TIF Notes to Hiway Federal Credit Union, a federally chartered credit union. The City consents to such Assignment.

The City agrees that upon receipt of an Exercise Notice as defined in the Collateral Assignment, and provided that all provisions of the Development Agreement which are conditions to payment under the TIF Notes are satisfied, the City shall make all payments under the Notes to Hiway Federal Credit Union at the following address:

Hiway Federal Credit Union  
111 Empire Drive  
St. Paul, MN 55103  
Attn: Scott Burger

Until such time as the City receives an Exercise Notice, the City shall continue to make payments under the TIF Notes to River Hills of Grand Rapids

Nothing in the Collateral Assignment shall limit the City’s rights to exercise its remedies under the Development Agreement.

CITY OF GRAND RAPIDS, MINNESOTA

\_\_\_\_\_  
By: \_\_\_\_\_  
Dale Adams  
Its: Mayor

And by: \_\_\_\_\_  
Tom Pagel  
Its: City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0681      **Version:** 1      **Name:** Hire PT-Swanson, Garritt  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/24/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approving the hiring of a regular part-time employee at the IRA Civic Center / Parks and Recreation Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approving the hiring of a regular part-time employee at the IRA Civic Center / Parks and Recreation Department.

**Background Information:**

Garritt Swanson will be hired with the IRA Civic Center / Parks and Recreation Department as a regular part-time concession employee starting at \$9.86/hour. This will be part of the annual operating budget and employment will begin on October 29, 2019 and completed December 31, 2019.

**Staff Recommendation:**

City staff is recommending the approval of hiring of a regular part-time employee with the IRA Civic Center / Parks and Recreation Department.

**Requested City Council Action**

Make a motion approving the hiring of a regular part-time employee with the IRA Civic Center / Parks and Recreation Department.



# CITY OF GRAND RAPIDS

## Legislative Master

**File Number: 19-0669**

**File ID:** 19-0669

**Type:** Agenda Item

**Status:** Consent Agenda

**Version:** 1

**Reference:**

**In Control:** City Council

**File Created:** 10/22/2019

**File Name:**

**Final Action:**

**Title:** Consider accepting a 50/50 matching grant from the the MN DNR.

*.Body*

**Background Information:**  
 The Minnesota DNR offered a 50/50 matching grant in the amount of \$2500 for fire departments to use for fire fighting equipment. The Rural Fire Department Volunteer Fire Assistance Matching Grant Project is the same matching grant the Fire Department has been awarded over the past several years. The matching grant dollars are to be used for equipment that will help support the efforts of wildland fire suppression.

The Grand Rapids Fire Department has determined the need to purchase Wildland Fire Fighter Brush Coats with this grant money. Grand Rapids Fire Department recently was awarded a 50/50 matching grant in the amount of \$2500. The city's contribution of \$2500 towards the matching grant would come from the Fire Department's operating budget.

**Staff Recommendation:**  
 Please consider approving a resolution to accept a \$2,500 grant award from the Minnesota DNR and allow Mayor to sign appropriate paper work.

**Requested City Council Action**  
 Make a motion approving a resolution to accept a \$2,500 grant award from the Minnesota DNR with the fire departments contribution of \$2,500 to come out of the operating budget and authorize the necessary signitures to execute the grant.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** MN DNR Matching Grant, DNR Grant Res.pdf

**Enactment Number:**

**Contact:**

**Hearing Date:**

**Drafter:**

**Effective Date:**

### History of Legislative File

| Ver- sion: | Acting Body: | Date:      | Action: | Sent To: | Due Date: | Return Date: | Result: |
|------------|--------------|------------|---------|----------|-----------|--------------|---------|
| 1          | City Council | 10/28/2019 |         |          |           |              |         |

**Text of Legislative File 19-0669**

Consider accepting a 50/50 matching grant from the the MN DNR.

.Body

**Background Information:**

The Minnesota DNR offered a 50/50 matching grant in the amount of \$2500 for fire departments to use for fire fighting equipment. The Rural Fire Department Volunteer Fire Assistance Matching Grant Project is the same matching grant the Fire Department has been awarded over the past several years. The matching grant dollars are to be used for equipment that will help support the efforts of wildland fire suppression.

The Grand Rapids Fire Department has determined the need to purchase Wildland Fire Fighter Brush Coats with this grant money. Grand Rapids Fire Department recently was awarded a 50/50 matching grant in the amount of \$2500. The city's contribution of \$2500 towards the matching grant would come from the Fire Department's operating budget.

**Staff Recommendation:**

Please consider approving a resolution to accept a \$2,500 grant award from the Minnesota DNR and allow Mayor to sign appropriate paper work.

**Requested City Council Action**

Make a motion approving a resolution to accept a \$2,500 grant award from the Minnesota DNR with the fire departments contribution of \$2,500 to come out of the operating budget and authorize the necessary signitures to execute the grant.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0682      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 10/24/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Review and acknowledge minutes for Boards and Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [July 31, 2019 Human Rights minutes.pdf](#)  
[September 11, 2019 - Library Board Minutes.pdf](#)  
[September 17, 2019 Golf Board minutes.pdf](#)  
[September 11, 2019 PUC Minutes.pdf](#)  
[September 24, 2019 PUC Minutes.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Review and acknowledge minutes for Boards and Commissions.



## CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, July 31, 2019 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Learmont, Schirber, Moren, Lopez-Cortes, Erickson, Turman, Ensley, Friesen, and Leming-Salisbury.

**Staff:** Lynn DeGrio

**Presenter:** Ed Horsmann

**CALL TO ORDER:** Chair Moren called the meeting to order at 4:02 p.m.

### **SETTING AGENDA:**

Requested additions to agenda:

- Discuss attendance policy
- Article from Blandin Foundation

**Motion by Commissioner Leming-Salisbury, second by Commissioner Schirber to approve the agenda with additions. Motion passed by unanimous vote.**

### **PRESENTATION**

Ed Horsmann provided information to the Commissioners regarding Muslims, practices of female genital mutilation, the Quran, Religious Motivation for Violence of Islamic Extremists, and Fast Facts on the Crusades.

The written information provided will be distributed to Commissioners for review and discussion at the next meeting.

### **APPROVAL OF MINUTES:**

Correct spelling of Lopez-Cortes was noted.

**Motion by Commissioner Ensley, second by Commissioner Lopez-Cortes to approve minutes for the June 26, 2019 Regular Meeting as amended. Motion passed by unanimous vote.**

### **FINANCIALS:**

The Commissioners reviewed the financials that were provided in the agenda packet.

**Motion by Commissioner Schirber, second by Commissioner Erickson to approve the financials. Motion passed by unanimous vote.**

### **PUBLIC COMMENT/ACCOLADES:**

Commissioner Schirber noted that he mentors two Native American men and believes that the Bovey Police Department have harassed them. He indicated that if this ever happens again, he would be contacting the State of Minnesota.

### **CIRCLE OF HEALING:**

Commissioner Ensley states that she attended the last meeting and thanks to County Commissioner Burl Ives, they have leads on big grants. He has referred them to John Connolly for a \$50,000 grant that could help pay for the Ball Club playground and basketball court. There is no further update at this time.

### **BIG VIEW UPDATE:**

Commissioner Moren notes summer film series, “America Divided” consisting of eight (8) sessions has continued. There will be an event on September 10, 2019.

### **OLD BUSINESS:**

- 1) Proposed Budget for 2020: Members reviewed draft proposal put together by the budget committee. Commission Chair Moren has been asked to attend the City Council Worksession on August 26, 2019 to present budget request and update on commission activities. Following review of draft, it was determined that the 2020 budget request be forwarded to the City Council.

**Motion by Commissioner Friesen, second by Commissioner Leming-Salisbury to approve budget for 2020 at \$7,500 and forward recommendation to City Council for consideration.**

- 2) Indigenous Peoples Day: Members request a progress report to be made at the next regular meeting on August 28, 2019 with a request for additional funds up to \$1,500.

Commissioner Friesen left at 5:27 pm.

### **NEW BUSINESS:**

“Colored Lines” - per Commissioner Lopez-Cortes, the production is in Phase II. This will be brought back to the Commission at the August meeting to vote on an amount. Question was asked whether a contribution could be made for the film company if it is not a non-profit.

**Nibi Walks – Minnesota Humanities Center** – Doug indicated that attendees must go to the training in August to participate in September.

**Motion by Commissioner Leming-Salisbury, second by Commissioner Schirber to sponsor Haven Pride Event in the amount of \$500. Motion passed by unanimous vote.**

**Blandin Foundation Article** – Discussion was held on article written by Kathy Annette, President/CEO of the Blandin Foundation.

**Attendance Policy:** Chair Moren indicated that the attendance at the meetings has not been enforced. Commissioner Lopez-Cortes inquired about an attendance sheet and offered to create one to be used at future meetings.

### **ITEMS FOR NEXT AGENDA:**

- Discuss possible collaboration and sponsorship with “Colored Lines” production, a community awareness program and possible funding.
- Nibi Walks – Minnesota Humanities Center
- Interfaith Discussion

**CALLS/COMPLAINTS/INQUIRIES:**

None. Commissioner Leming-Salisbury indicated that she will not be at the next meeting, as she will be in Belgium; however, she would like to Skype.

There being no further business, the meeting adjourned at 5:37 PM.

Respectfully submitted:

Lynn DeGrio, Acting Recorder

## **Grand Rapids Area Library Regular Board Meeting**

**September 11, 2019**

**Call to Order:** The monthly board meeting was called to order at 5:00 by Dennis Jerome.

### **Roll Call:**

**Members Present:** Lisa Tabbert, Dennis Jerome, Cyndy Martin, Deborah Kee, Jean MacDonell, Richard Thouin, Susan Zeige, Max Peters.

**Members Absent:** Randy McCarty.

**Staff Present:** Director William Richter.

### **Public Comment:**

**Minutes:** Lisa Tabbert made a motion to approve minutes from the August board meeting. A second was made by Richard Thouin. The motion was passed unanimously.

### **Communications:**

- a. Certification of Minimum Local Support Requirements: 2020 (City of Grand Rapids)
- b. Certification of Minimum Local Support Requirements: 2020 (Itasca County)
- c. Billing notice from Accounts Payable, Re: Waste Management

**Financial Report:** A motion was made to approve financial reports and payment of bills as listed by Jean MacDonell. A second was made by Cyndy Martin. On a roll call vote the motion was passed unanimously.

**Staff Report:** Itasca County adopting a preliminary levy in mid-September. Working with the city council to start talking with the county board. Also looking at approaching elected representatives. Attended the city council work session –Library levy the same for 2020.

Working with the city to fix the leak in the wall. Outreach: Visited with the Owl's. Visiting with AAUW next week.

Switched janitorial supply vendor – city wide. The roof has started leaking near Will's office. Waiting on technical information for the playground to start advancing in the project. Replacing heat pump soon per Library Board approval.

**Old Business:**

Discussion of Board role in strategic planning and new Board member recruitment.

**New Business:**

**Consent Agenda:** Susan Zeige made a motion to approve the consent agenda, a second was made by Richard Thouin. On a roll call vote the motion was passed unanimously.

**1. Approve payment of late bills**

- a. \$143.20 Unique Management Services
- b. \$137.56 Sandstrom's Inc.
- c. \$2,565.00 SVL Service Corporation

**2. Approve contracts and payment to presenters**

- a. (None)

**3. Approve Resolution 2019-11nAccepting Donations**

- a. *\$42.00 for a 1-year subscription to THE SUN magazine from Neal Nicolaus and Susan Johnston*
- b. *\$100.00 from Class of 1969 (undesignated)*
- c. *\$100.00 from Bob and Ginny Wickman (undesignated)*

**Regular Agenda:**

- a. Discuss 2020 Budget

b. Discuss 2020 Calendar

**Adjourn:** The monthly board meeting was adjourned at 5:47 p.m. by Dennis Jerome.

GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
September 17, 2019  
7:00 AM

Present: Kelly Kirwin, John Bauer, Brad Gallop

Absent: Pat Pollard, Larry O'Brien

Staff: Bob Cahill Director of Golf  
Steve Ross Grounds Superintendent

- I. Brad Gallop called the meeting to order.
- II. Kelly Kirwin made a motion to accept the minutes of the August 20, 2019 Board meeting. John Bauer seconded the motion. The motion passed.
- III. Consideration of monthly bills: John Bauer made a motion to approve the bill list. Kelly Kirwin seconded the motion. The motion passed.

|  |                |
|--|----------------|
| AT&T MOBILITY                          | -103.22        |
| ACHESON TIRE INC                       | 203.06         |
| AMERICAN BANK                          | 2,518.04       |
| AMERIPRIDE SERVICES INC                | 120.80         |
| BURGGRAF'S ACE HARDWARE                | 106.60         |
| JAMES V. CARLSON DBA                   | 200.00         |
| CITY OF COHASSET                       | 80.89          |
| COLE HARDWARE INC                      | 37.92          |
| DAVIS OIL INC                          | 1,750.88       |
| GRAND RAPIDS CITY PAYROLL              | 31,584.62      |
| L&M SUPPLY                             | 454.48         |
| MINNESOTA REVENUE                      | 3,672.20       |
| MINNESOTA TORO                         | 91,859.37      |
| MOR GOLF AND UTILITY                   | 461.66         |
| OPERATING ENGINEERS LOCAL #49          | 1,402.00       |
| PRESTO PRINT OF GRAND RAPIDS<br>P.U.C. | 96.19          |
| QUALITY REFRIGERATION & HTG            | 3,183.20       |
| NORTHERN MN WATER COND DBA             | 711.90         |
| ROSS GOLF COURSE                       | 42.25          |
| SIM SUPPLY INC                         | 4,421.28       |
| STOKES PRINTING & OFFICE               | 73.23          |
| TDS Metrocom                           | 303.85         |
| WASTE MANAGEMENT OF MN INC             | 194.07         |
| RICK MACDONALD                         | 357.18         |
| KEVIN HENRY                            | 200.00         |
| WILLARD LEROY PETERSON                 | 200.00         |
| JEFF FRAZIER                           | 200.00         |
| SCOTT ANDERSON                         | 200.00         |
| JEFF MELLANG                           | 200.00         |
| DENNIS SCHAAR                          | 200.00         |
| ROGER                                  | 200.00         |
| <br>TOTAL ALL VENDORS:                 | <br>145,332.45 |

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. Deep tine aeration will be done on October 1<sup>st</sup>. Advantages of deep tine were explained and it will be done every fourth year. Most of Steve's student and retiree help have now left, but there is enough staff to finish the year. Insulation materials were purchased to insulate the heated portion of the maintenance building.
- VI. Concessions: Discussions were held to promote cooperation between the pro shop and the concessionaire. Janelle and Stewart will be asked to attend future meetings and consideration will be given to promote the Sunday buffet, weddings, and special events to provide additional exposure to the golf course.
- VII. Director of Golf: Bob Cahill reported. 141 golfers from the North Lakes Golf Association golfed yesterday and that concludes special golf events for the year. With the resignation of the City's Social Media Specialist, Bob will begin to look for someone to fill this void. We will be looking at the week of October 5<sup>th</sup> for the on course tour.
- 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. John Bauer seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary





# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

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Wednesday, September 11, 2019

4:00 PM

Conference Room of Public Utilities Service Center

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### 1 CALL TO ORDER

*A Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, September 11, 2019 at 4:00 PM in the Conference Room 112 of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

### 2 CALL OF ROLL

**Present** 4 - Secretary Greg Chandler, Commissioner Rick Blake, Commissioner Kathy Kooda, and Commissioner Luke Francisco

**Absent** 1 - President Tom Stanley

*Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Administrative/HR Assistant Flannigan, Attorney Bengtson*

### 3 APPROVAL OF MINUTES

- 3.a. 19-0589 Consider a motion to approve the minutes of the August 14, 2019 regular meeting and the August 27, 2019 special meeting.

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to approve the minutes of the August 14, 2019 regular meeting and the August 27, 2019 special meeting. The motion PASSED by unanimous vote.**

### 4 CITY TREASURER'S REPORT AND INVESTMENT ACTIVITY REPORT

- 4.a. 19-0582 Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for August 2019.

*Finance Manager Betts reviewed the City Treasurer's Report and Investment Activity Report for August with the Commission.*

**A motion was made by Commissioner Kathy Kooda, seconded by Commissioner Luke Francisco, to approve the City Treasurer's Report and the Investment Activity Report for August 2019. The motion PASSED by unanimous vote.**

### 5 PUBLIC FORUM

*None present.*

**6 COMMISSION REPORTS**

*No items.*

**7 ADMINISTRATION**

- 7.a. 19-0592 Review the Administration Department Report.

*General Manager Kennedy reviewed the August Administrative updates with the Commission, including the Wholesale Electric Service Cost.*

**Received and Filed**

- 7.b. 19-0594 Consider terminating the meter reader position effective September 30, 2019, declaring a Customer Service Representative (CSR) vacancy exists, and authorizing the internal posting only for the CSR position.

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Kathy Kooda, to terminate the meter reader position effective September 30, 2019, declaring a Customer Service Representative (CSR) vacancy exists, and authorizing the internal posting only for the CSR position. The motion PASSED by unanimous vote.**

**8 ACCOUNTING AND FINANCE**

- 8.a. 19-0583 Review the Accounting and Finance Operations Report for Aug 2019.

*Finance Manager Betts reviewed the Accounting and Finance Operations Report for August with the Commission.*

**Received and Filed**

- 8.b. 19-0591 Financial Planning - Review the 2018 ProForma Report.

*The 2018 GRPUC Pro-Forma Report is an analysis of the financial operations of the utility adjusted for the removal of the industrial user impact on the Wastewater Treatment Facility for the fiscal year ending December 31, 2018. The report will be reviewed at the Special meeting/work session on Tuesday, September 24, 2019.*

- 8.c. 19-0586 Consider a motion to approve the writeoff of September uncollectible accounts in the amount of \$963.98.

**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake, to approve the writeoff of September uncollectible accounts in the amount of \$963.98. The motion PASSED by unanimous vote.**

- 8.d. 19-0584 Consider a motion to authorize the purchase and installation of new host computer servers and associated licensing upgrades.

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Kathy Kooda, to TABLE authorizing the purchase of a new host computer server and associated licensing upgrades to the September 24, 2019 special meeting/work session. The motion PASSED by unanimous vote.**

**9 ELECTRIC DEPARTMENT**

- 9.a. 19-0588 Review the Electric Department Operations Report for August 2019.  
*Electric Department Manager Goodell reviewed the Electric Department Operations Report for August with the Commission.*  
**Received and Filed**

**10 WASTEWATER TREATMENT FACILITY OPERATIONS**

- 10.a. 19-0577 Review the Wastewater Treatment Facility Operations Report for August.  
*General Manager Kennedy reviewed the Wastewater Treatment Facility Operations Report for August with the Commission.*  
**Received and Filed**

**11 WATER AND WASTEWATER COLLECTION**

- 11.a. 19-0581 Review the Water and Wastewater Collection Operations Report for August.  
*General Manager Kennedy reviewed the Water/Wastewater Collection Operations Report for August with the Commission.*  
**Received and Filed**

**12 SAFETY**

- 12.a. 19-0593 Review Safety Report for August 2019.  
*General Manager Kennedy reviewed the Safety Report for August with the Commission.*  
**Received and Filed**

**13 DISCUSSION AND CORRESPONDENCE**

*No items.*

**14 VERIFIED CLAIMS**

- 14.a. 19-0585 Consider a motion to approve the verified claims for August:  
Computer Check Register \$ 1,297,033.91  
Manual Check Register \$ 705,685.92  
  
**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Kathy Kooda, to approve verified claims for July in the amount of \$2,002,719.83 (Computer Check Register \$1,297,033.91 and Manual Check Register \$705,685.92). The motion PASSED by unanimous vote.**

**15 ADJOURNMENT**

A motion was made by Commissioner Kathy Kooda, seconded by Commissioner Rick Blake, to adjourn the meeting at 4:45 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.

**The next special meeting/work session is scheduled for Tuesday, September 24, 2019 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The next regular Commission meeting is Wednesday, October 16, 2019 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, copies (gray color) are available at the GRPUC meeting room entrances.**

**PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
AUGUST 2019**

| <b>NAME</b>                           | <b>AMOUNT</b> | <b>NAME</b>                | <b>AMOUNT</b> |
|---------------------------------------|---------------|----------------------------|---------------|
| ABM Equipment & Supply                | 28,721.00     | Stuart Irby                | 4,342.97      |
| Acheson Tire                          | 920.00        | USA Bluebook               | 423.11        |
| AmeriPride Services                   | 202.98        | Viking Electric Supply     | 1,104.05      |
| Baker Tilly Virchow Krause            | 1,410.00      | Waste Management           | 2,084.08      |
| Busy Bees Quality Cleaning            | 1,991.64      | Wells Fargo Business Cards | 180.96        |
| CW                                    | 4,281.00      | Wesco                      | 25,267.09     |
| Call Net                              | 995.00        | Xerox Corporation          | 169.27        |
| Carquest                              | 207.27        |                            |               |
| Cannon Technologies                   | 4,371.00      | Appliance Rebates:         |               |
| City of Grand Rapids                  | 1,826.33      | Robert Rossman             | 30.00         |
| Compass Minerals                      | 2,854.02      | David How                  | 25.00         |
| Dakota Supply Group                   | 151.79        | Susan Bigwood              | 25.00         |
| Tony Devries-Flinck                   | 36.97         |                            |               |
| Ferguson                              | 666.05        | TOTAL                      | 1,297,033.91  |
| Further                               | 151.50        |                            |               |
| Gopher State One Call                 | 369.90        |                            |               |
| Grainger                              | 6,787.59      |                            |               |
| Doug Green                            | 159.99        |                            |               |
| Hach                                  | 467.67        |                            |               |
| Hawkins Inc                           | 35,884.06     |                            |               |
| Hunt Electric Corporation             | 1,005.24      |                            |               |
| Itasca Utilities Inc                  | 7,200.00      |                            |               |
| Joe's Garage                          | 1,703.00      |                            |               |
| KOZY                                  | 882.00        |                            |               |
| Adam Kick                             | 75.00         |                            |               |
| L & M Supply                          | 606.99        |                            |               |
| Latvala Lumber Co                     | 169.03        |                            |               |
| Lease Landscaping                     | 2,066.32      |                            |               |
| Locators & Supplies Inc               | 153.00        |                            |               |
| McCoy Construction                    | 73.66         |                            |               |
| McMaster-Carr                         | 965.54        |                            |               |
| Mars Supply                           | 203.01        |                            |               |
| Steve Mattson                         | 77.14         |                            |               |
| Meds-1 Ambulance Services Inc         | 65.56         |                            |               |
| Mielke Electric Works                 | 2,568.00      |                            |               |
| Minnesota Power                       | 1,105,540.11  |                            |               |
| NTS                                   | 767.60        |                            |               |
| North Central Laboratories            | 311.95        |                            |               |
| Northern Air Plumbing & Heating Of GR | 236.94        |                            |               |
| Northern Business Products            | 957.21        |                            |               |
| Pace Analytical                       | 175.00        |                            |               |
| Paramount Safety & Training           | 300.00        |                            |               |
| Personnel Dynamics                    | 2,389.50      |                            |               |
| Pro-Max Machine LLC                   | 376.00        |                            |               |
| RMB Environmental Labs                | 928.00        |                            |               |
| James Radtke                          | 10,645.78     |                            |               |
| Ro Don Corporation                    | 3,990.00      |                            |               |
| Sandstroms                            | 1,281.70      |                            |               |
| James Schmitt                         | 166.97        |                            |               |
| Schwab Vollhaber Lubratt Service      | 847.00        |                            |               |
| Solenis                               | 24,199.37     |                            |               |

**AUGUST 2019 MANUAL CHECK REGISTER**

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u>                        | <u>Amount</u> |
|-------------|----------------|---|---------------|
| 8/1/2019    | 3960           | US Bank, N.A.                             | 33,443.75     |
| 8/1/2019    | 3961           | Wells Fargo Corporate Trust               | 19,168.75     |
| 8/2/2019    | 3962           | Public Employees Retirement Association   | 14,469.24     |
| 8/2/2019    | 3963           | Minnesota Dept. of Revenue                | 4,151.84      |
| 8/2/2019    | 3964           | Wells Fargo Bank                          | 23,654.70     |
| 8/2/2019    | 3965           | Empower Retirement                        | 8,630.75      |
| 8/1/2019    | 3967           | Further                                   | 72.03         |
| 8/1/2019    | 3968           | Health Partners                           | 65,048.96     |
| 8/1/2019    | 3969           | Northeast Service Cooperative             | 3,840.00      |
| 8/1/2019    | 3970           | Invoice Cloud                             | 2,212.85      |
| 8/19/2019   | 3971           | Public Employees Retirement Association   | 14,078.05     |
| 8/19/2019   | 3972           | Minnesota Dept. of Revenue                | 4,000.07      |
| 8/19/2019   | 3973           | Wells Fargo Bank                          | 23,048.46     |
| 8/19/2019   | 3974           | Empower Retirement                        | 8,440.57      |
| 8/16/2019   | 3975           | Further                                   | 3,129.16      |
| 8/21/2019   | 3976           | Further                                   | 393.73        |
| 8/21/2019   | 3977           | Minnesota Department of Revenue           | 5,713.00      |
| 8/21/2019   | 3978           | Minnesota Department of Revenue           | 54,778.00     |
| 8/9/2019    | 3979           | Further                                   | 328.33        |
| 8/30/2019   | 3980           | Public Employees Retirement Association   | 14,477.57     |
| 8/30/2019   | 3981           | Minnesota Dept. of Revenue                | 4,400.88      |
| 8/30/2019   | 3982           | Wells Fargo Bank                          | 24,892.77     |
| 8/30/2019   | 3983           | Empower Retirement                        | 8,701.63      |
| 8/6/2019    | 3984           | Further                                   | 3,129.16      |
| 8/2/2019    | 75256          | Customer Refunds- 5 Star Pest Control     | 114.62        |
| 8/2/2019    | 75257          | MN Child Support Payment Center           | 277.34        |
| 8/2/2019    | 75258          | Minnesota Benefit Association             | 71.52         |
| 8/2/2019    | 75259          | NCPERS Group Life Ins                     | 128.00        |
| 8/6/2019    | 75260          | Polar Service Centers                     | 5,322.21      |
| 8/6/2019    | 75261          | Wells Fargo Corporate Trust               | 124,934.38    |
| 8/6/2019    | 75262          | MN Public Facilities Authority            | 74,109.60     |
| 8/9/2019    | 75263          | Minnesota Energy Resources Corp.          | 18.40         |
| 8/9/2019    | 75264          | Swentkofske, Henry                        | 217.50        |
| 8/9/2019    | 75265          | Verizon Wireless                          | 377.00        |
| 8/13/2019   | 75266          | Julie Kennedy - Petty Cash                | 265.35        |
| 8/13/2019   | 75267          | Stoltz, Gary                              | 40.53         |
| 8/16/2019   | 75268          | Postage By Phone System                   | 3,000.00      |
| 8/19/2019   | 75269          | MN Child Support Payment Center           | 277.34        |
| 8/19/2019   | 75270          | Minnesota Council 65                      | 1,824.00      |
| 8/20/2019   | 75363          | Customer Refunds- Kindred House Co        | 38.55         |
| 8/20/2019   | 75364          | Customer Refunds- Jace Swanson            | 21.15         |
| 8/20/2019   | 75365          | Customer Refunds- Brittney Johnson        | 105.97        |
| 8/20/2019   | 75366          | Customer Refunds- Justin Nye              | 106.74        |
| 8/21/2019   | 75367          | UNUM Life Insurance Co of America         | 1,897.97      |
| 8/21/2019   | 75368          | Verizon Wireless                          | 377.00        |
| 8/21/2019   | 75369          | Customer Refunds- Nicole Pavlacky         | 20.00         |
| 8/21/2019   | 75370          | Customer Refunds- Restoration Life Church | 273.57        |
| 8/21/2019   | 75371          | Dondelinger Automotive                    | 34,104.48 **  |
| 8/23/2019   | 75378          | First Net / AT & T Mobility               | 272.89        |
| 8/23/2019   | 75379          | Minnesota Energy Resources Corp.          | 45.00         |
| 8/23/2019   | 75380          | United Parcel Service                     | 35.42         |
| 8/23/2019   | 75381          | Verizon Wireless                          | 1,166.75      |
| 8/27/2019   | 75382          | City of LaPrairie                         | 13,823.73     |
| 8/30/2019   | 75394          | City of Grand Rapids                      | 994.50        |

| <u>Date</u> | <u>Check #</u> | <u>Vendor Name</u>                                  | <u>Amount</u>     |
|-------------|----------------|---|-------------------|
| 8/30/2019   | 75395          | City of Grand Rapids                                | 72,333.33         |
| 8/30/2019   | 75396          | City of Grand Rapids                                | 57,408.21         |
| 8/30/2019   | 75397          | Customer Refunds - Practice Bridge Billing Paradise | 816.97            |
| 8/30/2019   | 75398          | Customer Refunds- Synneve Moe                       | 96.49             |
| 8/30/2019   | 75399          | Customer Refunds- Karen Johnson                     | 81.42             |
| 8/30/2019   | 75400          | Customer Refunds- Andrew Fort                       | 101.00            |
| 8/30/2019   | 75401          | Customer Refunds- Jace lundquist                    | 103.61            |
| 8/30/2019   | 75402          | Customer Refunds- Daniel Webb                       | 106.27            |
| 8/30/2019   | 75403          | MN Child Support Payment Center                     | 277.34            |
|             |                | Checks Previously Approved                          | 34,104.48 **      |
|             |                | Manual Checks to be approved                        | 705,685.92        |
|             |                | <b>TOTAL MANUAL CHECKS</b>                          | <b>739,790.40</b> |



# CITY OF GRAND RAPIDS

## Minutes - Final - Final Public Utilities Commission

---

Tuesday, September 24, 2019

8:00 AM

Conference Room of Public Utilities Service Center

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### 1 CALL TO ORDER

*A Special Meeting/Work Session of the Grand Rapids Public Utilities Commission was held on Tuesday, September 24, 2019 at 8:00 AM in the Conference Room 112 of the Public Works/Public Utilities Service Center at 500 SE 4th Street.*

### 2 CALL OF ROLL

**Present** 4 - Secretary Greg Chandler, Commissioner Rick Blake, Commissioner Kathy Kooda, and Commissioner Luke Francisco

**Absent** 1 - President Tom Stanley

*Others Present: General Manager Kennedy, Finance Manager Betts, Wastewater/Wastewater Department Manager Mattson, Administrative/HR Assistant Flannigan.*

### 3 19-0610

Acknowledge the proper posting of the special meeting date, time, and purpose.

*Secretary Greg Chandler acknowledged the proper posting of the special meeting/work session date, time and purpose.*

**Received and Filed**

### 4 19-0619

Consider a motion to approve the Mid-month Accounts Payable list for \$51,251.94.

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Kathy Kooda, to approve the Mid-month Accounts Payable list for the corrected amount of \$59,251.94, per the attached list. The motion PASSED by unanimous vote.**

### 5 19-0584

Consider a motion to authorize the purchase and installation of new host computer servers and associated licensing upgrades.

*Discussion was held on the importance of using one vendor for the entire project, and staff was directed to request CW Technologies meet the SHI equipment quote.*

**A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to authorize the purchase and installation of new host computer servers and associated licensing upgrades from CW Technologies for a cost not to exceed \$66,607.75. The motion PASSED by unanimous vote.**



- 6      19-0623      Review the Community Solar Garden Plus Battery Project

*General Manager Kennedy reviewed the Grand Rapids Public Utilities Community Solar Garden Plus Battery Project Status Update presentation dated September 24, 2019 with the Commission. Discussion followed.*

**Received and Filed**

- +3 7      19-0621      Review and discuss MMUA Safety Management Program.

*General Manager Kennedy discussed several options for a Safety Management Program that staff have reviewed in the past year, and reviewed the Minnesota Municipal Utilities Association (MMUA) Safety Management Program presentation from a recent meeting with MMUA staff. A formal proposal for the a Safety Management Program will be brought to the October 16, 2019 regular meeting.*

**Received and Filed**

- 8      19-0622      Governance discussion.

*General Manager Kennedy reviewed progress on policy review, including procedures for write-offs of uncollectible accounts. Discussion followed.*

- 9      **ADJOURNMENT**

**A motion was made by Commissioner Luke Francisco, seconded by Commissioner Kathy Kooda, to adjourn the meeting at 9:20 AM. The motion PASSED by unanimous vote.**

**Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.**

**The next regular Commission meeting is Wednesday, October 16, 2019 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.**

**The next special meeting/work session scheduled for Tuesday, October 29, 2019 was cancelled.**

**The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, copies (gray color) are available at the GRPUC meeting room entrances.**

**PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
AUGUST 2019 #2 (Worksession)**

| <b>NAME</b>                 | <b>AMOUNT</b> | <b>NAME</b> | <b>AMOUNT</b> |
|-----------------------------|---------------|-------------|---------------|
| Mike Bader                  | 304.22        |             |               |
| Burgraffs Ace Hardware      | 311.57        |             |               |
| Carquest                    | 6.71          |             |               |
| Coles                       | 1,218.96      |             |               |
| Dakota Supply Group         | 575.38        |             |               |
| Davis Oil                   | 2,236.20      |             |               |
| Energy Insight Inc          | 1,843.24      |             |               |
| Tony Devries-Flinck         | 159.99        |             |               |
| Further                     | 151.50        |             |               |
| Grainger                    | 378.48        |             |               |
| Graybar                     | 79.03         |             |               |
| Itasca County Treasurer     | 1,405.66      |             |               |
| Johnson, Killen & Seiler PA | 2,092.98      |             |               |
| L & M Supply                | 97.11         |             |               |
| Lano O'Toole & Bengston Ltd | 450.00        |             |               |
| League of Minnesota Cities  | 670.81        |             |               |
| Steve Mattson               | 225.00        |             |               |
| Metro Sales Inc             | 766.01        |             |               |
| Minnesota Lawn Care Pros    | 1,354.55      |             |               |
| Minuteman Press             | 175.00        |             |               |
| Nextera Communications      | 604.48        |             |               |
| North Central               | 16,107.43     |             |               |
| Northland Portables         | 56.69         |             |               |
| Pitney-Bowes                | 2,274.96      |             |               |
| Pokegama Electric           | 330.00        |             |               |
| Public Utilities Commission | 2,688.52      |             |               |
| Rapids Process Equipment    | 12,977.77     |             |               |
| Rob's Bobcat Service        | 3,813.13      |             |               |
| Jim Schmitt                 | 49.06         |             |               |
| Slipstream                  | 655.96        |             |               |
| Stuart Irby                 | 157.85        |             |               |
| US Bank Equipment           | 315.73        |             |               |
| Verizon                     | 377.04        |             |               |
| Viking Electric             | 15.07         |             |               |
| Viking Industrial Center    | 99.00         |             |               |
| Xerox Corporation           | 345.72        |             |               |
| Wells Fargo Business Cards  | 3,831.13      |             |               |
| Appliance Rebates:          |               |             |               |
| Brian Osterman              | 50.00         |             |               |
| TOTAL                       | <hr/>         |             |               |
|                             | 59,251.94     |             |               |



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 19-0672      **Version:** 1      **Name:** Eng/PW Dept. Head Report  
**Type:** Department Head Report      **Status:** Department Head Report  
**File created:** 10/23/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [10-28-19 Department Head Report.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Engineering / Public Works Department Head Report - Matt Wegwerth, Public Works Director/City Engineer



# Department Head Report

**Engineering / Public Works  
Department**

**October 28, 2019**



# Engineering Department Details

## Staffing

**Aurimy Groom**, Clerical (shared employee with Community Development)

**Mike LeClaire**, GIS Coordinator

**Seth Jetland**, GIS Technician

**Steve Anderson**, Stormwater Specialist (shared employee with Public Works)

**Dominic DeGuseppi**, Engineering/Public Works Technician ←

**Matt Wegwerth**, Public Works Director / City Engineer

## Offices

**Matt** – Public Works Service Center, Monday, Wednesday and Friday

– City Hall, Tuesday and Thursday

**GIS & Stormwater** – PW / PU Service Center



GRAND RAPIDS  
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# GIS Projects

- GIS upgrade
  - Currently planning next upgrade. Should be completed in next couple months.
- Engineering / Public Works Website
  - Created a GIS based website for Eng/PW for better functionality
- Citizen Reporter Application
  - Citizen engagement app to assist PW and PD with community concerns
- Stormwater Permits
  - Upgraded the Stormwater permit to an online application.
- Assisted Public Utilities with various projects
  - Web apps for water meter change outs
  - Conversion of Lake Country Power service area
  - Power outage maps
  - IT ticket requests in CityWorks



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# 2019 CIP Projects Highlights

## Amenities added





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# Permit Overview

## Right of Way Permits

- 123 permits – 2019 (as of 10/23)
- Previous years not tracked due to change in permit submittals

## Stormwater Permits

- 35 permits – 2019 (as of 10/23)
- 40 permits – 2018
- 54 permits- 2017





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# Airport Projects

- **Master plan**
  - Under Final FAA review
- **Apron Reconstruction**
  - Project Complete
- **Runway Reconstruction**
  - Begin design in 2020, with construction in 2021

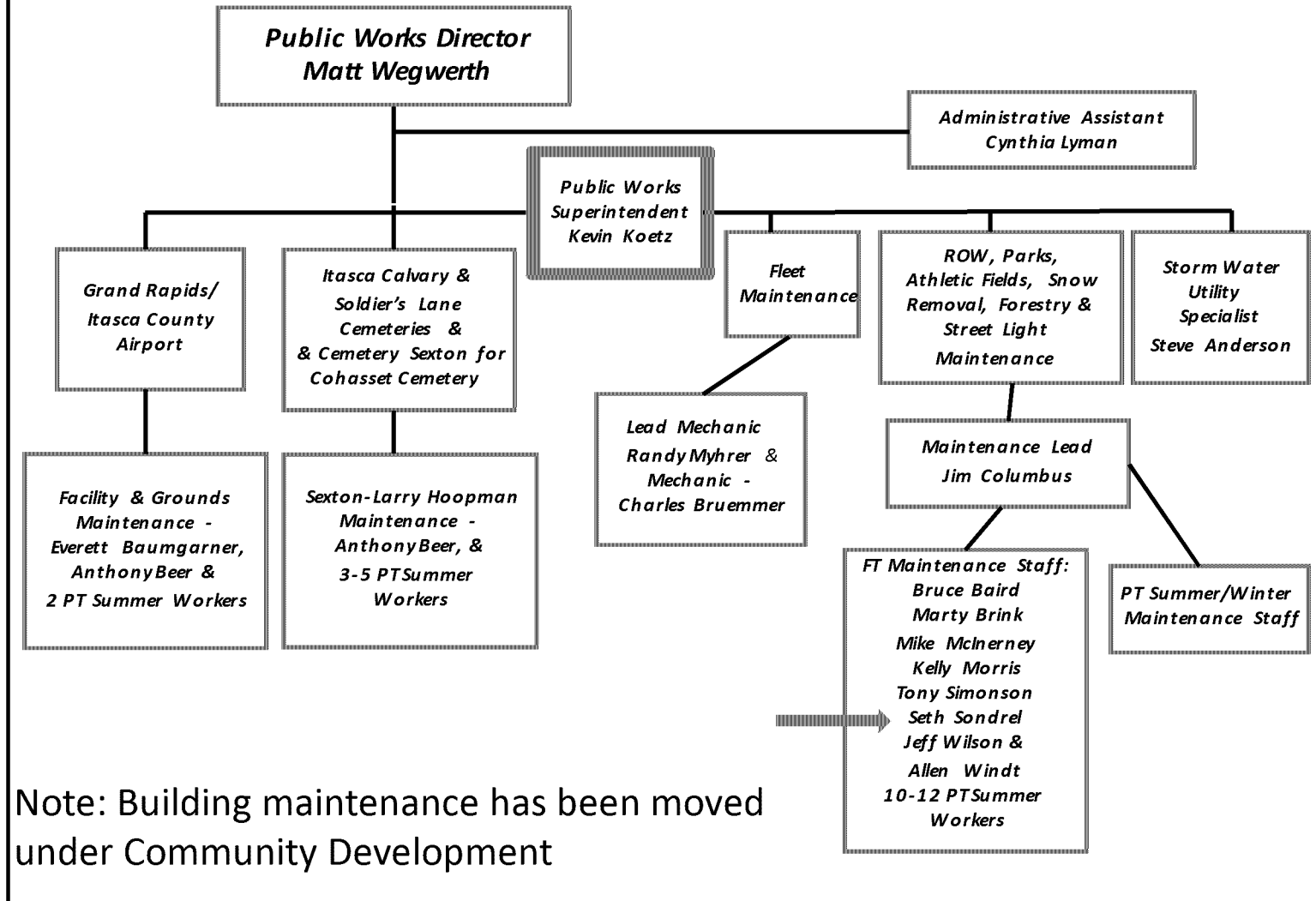




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# Public Works Department Details

## ***PW DEPT ORGANIZATIONAL CHART***





GRAND RAPIDS  
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# Public Works Projects

## Art Projects



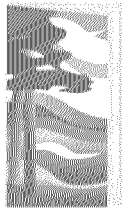


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# Public Works Projects

## Downtown Beautification





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## City Ordinance:

## Winter Parking

THIS ORDINANCE STATES THAT FROM NOVEMBER 1ST UNTIL MAY 1ST, NO VEHICLE MAY REMAIN PARKED ON A CITY STREET DURING SNOW PLOWING OR SNOW REMOVAL.

City ordinance requires vehicle owners to remove vehicles from streets when plowing takes place. Vehicles may be parked on the streets after they are cleared of snow full width. The Grand Rapids Public Works Department will make every effort to inform residents when plowing is anticipated based upon information received from the National Weather Service, utilizing the City web site, Facebook, Grand Rapids Herald Review web site, Reader Board on Pokegama Avenue and KMFY/KOZY Radio.

With the unpredictability of snowstorms, the public should keep in mind that streets will generally be plowed when there is a snowfall of two inches or more.

It is the responsibility of each vehicle owner to have their vehicle off the street at any time when snowplowing can reasonably be expected, regardless of whether or not notification of plowing is provided. If in doubt, contact the Grand Rapids Police Department at 326-3464 (M-F 8:00 AM – 4:30 PM) or the Itasca County Sheriff's Dispatch Center at 326-3477 (After Hours) for the latest information on snow plowing plans.



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





GRAND RAPIDS  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                      |   |                      |   |              |   |
|----------------------|---|----------------------|---|--------------|---|
| <b>File #:</b>       | 19-0671   | <b>Version:</b>      | 1 | <b>Name:</b> | Consider the Planning Commission's recommendation regarding approval of a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat |
| <b>Type:</b>         | Agenda Item   | <b>Status:</b>       |   |              | Community Development   |
| <b>File created:</b> | 10/23/2019  | <b>In control:</b>   |   |              | City Council  |
| <b>On agenda:</b>    | 10/28/2019  | <b>Final action:</b> |   |              |   |
| <b>Title:</b>        | Consider the Planning Commission's recommendation regarding approval of a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids. |                      |   |              |   |

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:**
- [CUP Amendment: Draft Resolution](#)
  - [Wal-Mart CUP: Application w/narrative](#)
  - [Building Elevations \(color\) & Signage Details](#)
  - [Area Map & Draft Planning Commission Mtg. Minutes](#)
  - [Previous Wal-Mart CUP Resolutions](#)
  - [Section 30-531 \(CUP's\) & Division 14 of Municipal Code](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider the Planning Commission's recommendation regarding approval of a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.

**Background Information:**

On December 4, 2006 the City Council adopted City Resolution #06-130 approving a conditional use permit (CUP) for the construction of a Wal-Mart Supercenter, with certain conditions, as provided for under Division 14 of the City Zoning Code (Large Scale Commercial Development Standards).

In February of 2007, Wal-Mart Stores requested the City's consideration of an amendment to the approved CUP that incorporated a tire/lube/express (TLE) auto service element to the use. The requested addition enlarged the store from its originally approved footprint of 182,662 s.f. to a footprint of 187,443 s.f. This amendment request was approved through the adoption City Resolution #07-08. *(these resolutions established the current footprint of the Wal-Mart Store)*

In February of 2008, Wal-Mart requested the City's consideration of an amendment to the CUP. As part of a "rebranding" strategy undergone by Wal-Mart Stores, Wal-Mart proposed a reduction in building signage, and changes in color on both the exterior building façade and the monument sign. This second amendment request was approved through the adoption City Resolution #08-22. (this resolution established the current signage layout and color scheme of the Wal-Mart Store)

In October of 2017, Wal-Mart requested the City's consideration of a third amendment to the Conditional Use Permit. The requested amendment would allow for an 18' X 72' covered parking canopy structure (for their On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building. The third amendment request



was approved through the adoption City Resolution #17-106. (*this resolution allowed for the addition of the covered canopy pick-up, and orange accent color addition to the existing Wal-Mart Store*).

LK Architecture, on behalf of Wal-Mart Real Estate Business Trust, has recently requested consideration for approval of a fourth amendment to their Conditional Use Permit.

The requested amendment would allow for the updating of the building's current exterior paint colors, from the existing earth tone color scheme, to the current Wal-Mart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage.

The City amended its Zoning Ordinance in 2005 establishing the General Sales and Service (building footprint over 70,000 s.f.) use, as a conditional use, in GB (General Business) zoning districts, and further established building and site design standards intent upon influencing the development of these uses in a manner that creates a smaller scale, feel and relationship to the small town atmosphere of Grand Rapids.

With the establishment of the CUP process set forth within Division 14, the review and approval of new projects, as well as modifications/amendments to approved facilities, is no longer administered by staff, but is issued through a Conditional Use Permit approved by the City Council, with recommendations received from the Planning Commission.

In review of the current CUP amendment request, the Planning Commission discussed the below portion of Division 14, addressing *building materials and colors, to be sure the spirit and intent of the ordinance is maintained with the proposed changes: (attachment - Division 14)*

- Section 30-903(1)b. *Materials and colors*

Staff has reviewed the application and the associated changes to the approved development plans and provided the following comment/potential condition:

- That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08, 08-22 and 17-106 remain in effect.

On October 17, 2017, the Planning Commission reviewed the requested CUP amendment, conducted a public hearing, and recommended to the City Council approval of the amended Conditional Use Permit, based on certain findings of fact, as well as one condition for approval, which are incorporated into the draft resolution.

### **Requested City Council Action**

Make a motion following the Planning Commission's recommendation regarding the adoption of a resolution approving a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a new Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.



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

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION GRANTING A FOURTH AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from LK Architecture, on behalf of Wal-Mart Real Estate Business Trust on September 17, 2019 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08, #08-22 and #17-106; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for the updating of the building's current exterior paint colors, from the existing earth tone color scheme, to the current Wal-Mart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage on the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on October 17, 2019, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following condition;

1. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08, 08-22 and 17-106 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. The amendment will not be detrimental to the public health, safety, morals or general welfare, as it is only changing the building color;
2. The amendment will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. The amendment will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area, as it will improve the appearance of the building, and add value to the area with the investment in the property;
4. The amendment will not impede the orderly development of other property in the area, but through Wal-Mart investing in their property/building, others may invest in their properties;
5. The amendment will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan, by promoting orderly development.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as described above and listed within the CUP application, and additionally, subject to the condition listed above.

Adopted by the Council this 28<sup>th</sup> day of October 2019.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Kim 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.

DRAFT



**Conditional Use Permit Application**  
 Community Development Department  
 420 North Pokegama Ave.  
 Grand Rapids, MN 55744  
 Tel. (218) 326-7601 Fax (218) 326-7621  
 Web Site: www.cityofgrandrapidsmn.com

|  |           |
|--|-----------|
| Community Development<br>Office Use Only | 9/17/2019 |
| Date Received                            |           |
| Certified Complete                       | 9/17/2019 |
| Fee Paid                                 | \$505.00  |

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Sequius De la Torre - LK Architecture  
 Name of Applicant  
345 Riverview, Suite 200  
 Address  
 Wichita KS 67203  
 City State Zip  
(316) 268-0230 / sdelatorre@lk-architecture.com  
 Business Telephone/e-mail address

Walmart R.E. Business Trust  
 Name of Owner  
702 SW Eighth Street  
 Address  
 Bentonville AR  
 City State Zip  
jeremy.goucher@walmart.com  
 Business Telephone/e-mail address

**Parcel Information:**

Tax Parcel # 91-718-0110 Existing Zoning: GB  
 Existing Use: M - Mercantile Proposed Use: No Change  
 Property Size: \_\_\_\_\_  
 Property Address / Legal Description: 100 SE 29th Street  
 (attach additional sheet if necessary)

**Permit Type:**

The following type of Conditional Use Permit is, hereby, requested:

- Mobile Home Parks
- Mining of Sand and Gravel (> 2year)
- Heavy Mining
- Interim Use of Buildings
- Group and Foster Homes (7-8 residents in R-1 and R-2)
- Bed and Breakfast Accommodations (up to 5 guest rooms/10 persons in R2)
- Essential Service Structure (within any residential zone or CBD)
- General Sales and Service (greater than 70,000 sq. ft. building footprint)
- Telecommunication Towers and Facilities
- Primary, Secondary, and Post High schools in R districts
- Junk and Salvage Operations
- Land Reclamation
- CUP Amendment

I (we) certify that, to the best of my (our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Signature(s) of Applicant(s)

09/10/2019  
Date

Signature(s) of Owner(s)-(If other than applicant)

9-10-2019  
Date

**Required Submittals: 1 Set (electronic copies required):**

- Application Fee - \$505.00                       Site Plan (*as per 30-531b1*)                       Drainage Plan (*as per 30-531b2*)  
 Landscape Plan (*as per 30-531b3*)                       Building Plans (*as per 30-531b4*)  
 Written description of proposed use (*as per 30-531b5*)

**Additional Required Submittals, if applicable:**

If the proposed use is classified as General Sales and Service (greater than 70,000 sq. ft. building footprint), and is, thus, regulated by Division 14, Article IV, Chapter 30 of the Grand Rapids City Code, the following additional submittals are required:

- Application Fee – Total Actual Cost Incurred by the City (\$3,500.00 deposit required via escrow agreement)  
 Traffic Study (*as per 30-902c4*)  
 Written explanation of how the proposed development adheres to the individual elements of the Site Design Standards in 30-902, and the Building Design Standards in 30-903.  
 The Landscaping Plan required under 30-531b3 shall include sufficient detail to demonstrate the proposed developments compliance with 30-902e.  
 The Site Plan required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections: 30-902a, 30-902b, 30-902c, 30-902d, 30-902f, 30-902g, 30-902h, and 30-902i.  
 The Building Plans required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections 30-903a through 30-903h.  
 Adaptability for Reuse Plan (*as per 30-904a1*)  
 Environmental Assessment Worksheet, if applicable, (*as per 30-904b*) and RGU Notice of Decision – Negative Declaration, or, if the RGU Notice of Decision on the EAW is a Positive Declaration, a copy of the Environmental Impact Statement and RGU Notice of Adequacy.

**Findings for Approval:**

In accordance with Section 30-531e of the Grand Rapids City Code, the City Council shall not approve a Conditional Use Permit unless it shall find that the establishment, maintenance and operation of the use:

- Will not be detrimental to the public health, safety, morals and general welfare;
- Will not cause undue traffic congestion, or hazards and will not result in a parking shortage;
- Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
- Will not impede the orderly development of other property in the area;
- Will not impose an excessive burden on parks and other public facilities and utilities;
- Is consistent with the Comprehensive Plan.

In addition to the general requirements for all Conditional Use Permit listed above, the City Council will also consider the requirements specific to each designated conditional use as contained within the Grand Rapids City Code.

The attached Section 30-531 of the Grand Rapids City Code provides additional detail with respect to Conditional Use Permit process.

**Additional Instructions:**

Prior to submitting your Conditional Use Permit Application, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the CUP. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

September 16, 2019

City of Grand Rapids  
Community Development Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

Attention: Eric Trast, Community Development Specialist

Dear Mr. Trast,

Our company, LK Architecture on behalf of the property owner, Walmart RE Business Trust. is submitting this letter to respectfully request the changes of the exterior colors and signage update of the building located at 100 SE 29th Street, Parcel # 91-718-0110.

The request includes updating exterior paint colors from an earth color scheme to the current brand standard of neutral grey with blue accent and the updating of the existing signage to the current brand standard.

The new scheme color will provide a new design appeal with high quality materials to the building, incorporating subtle complementary colors. complying with city ordinance.

Please contact me at (316) 268-0230 or [sdelatorre@lk-architecture.com](mailto:sdelatorre@lk-architecture.com) should you have any questions.

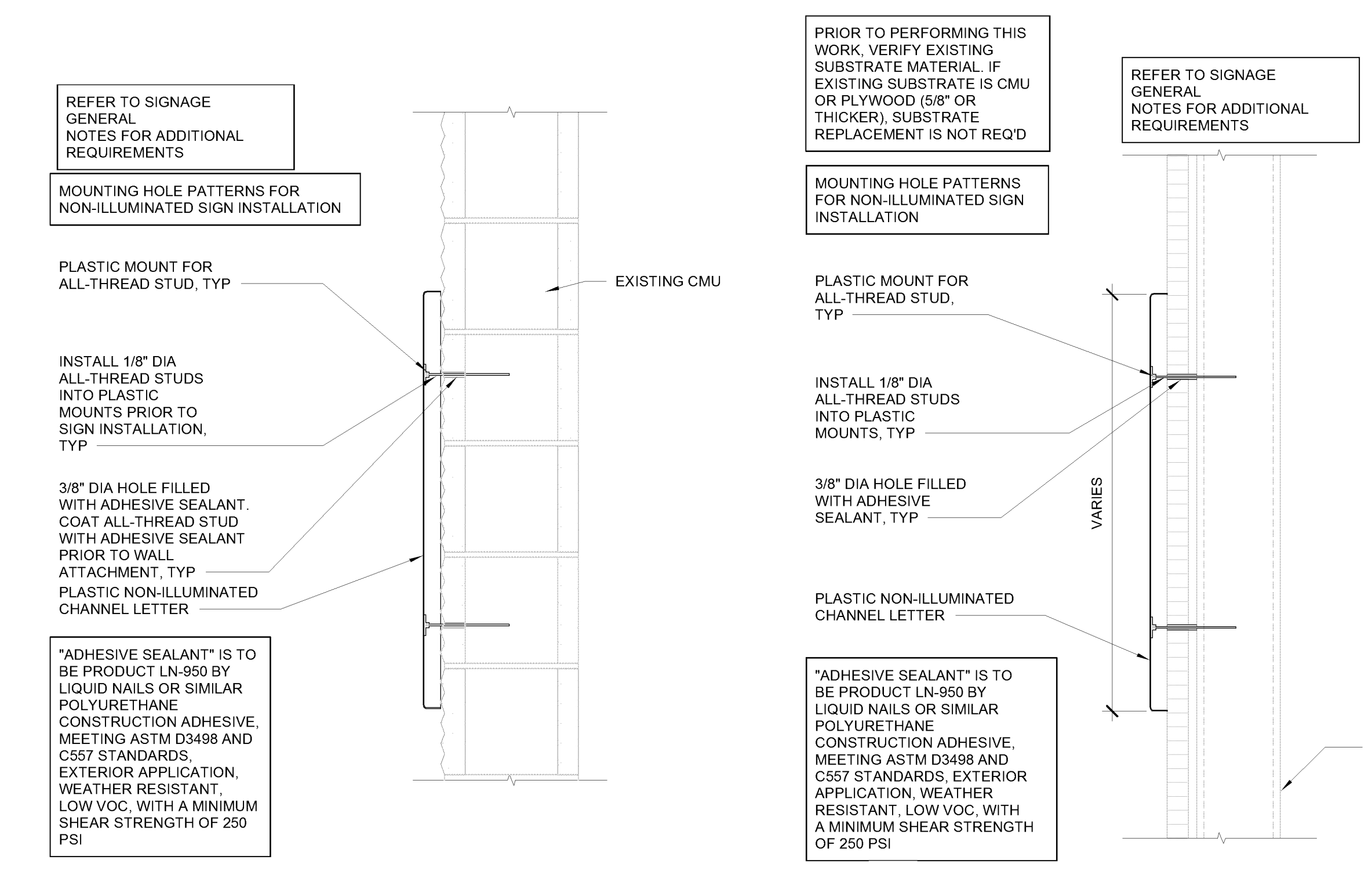
Sincerely



Sequius De la Torre  
Project Manager

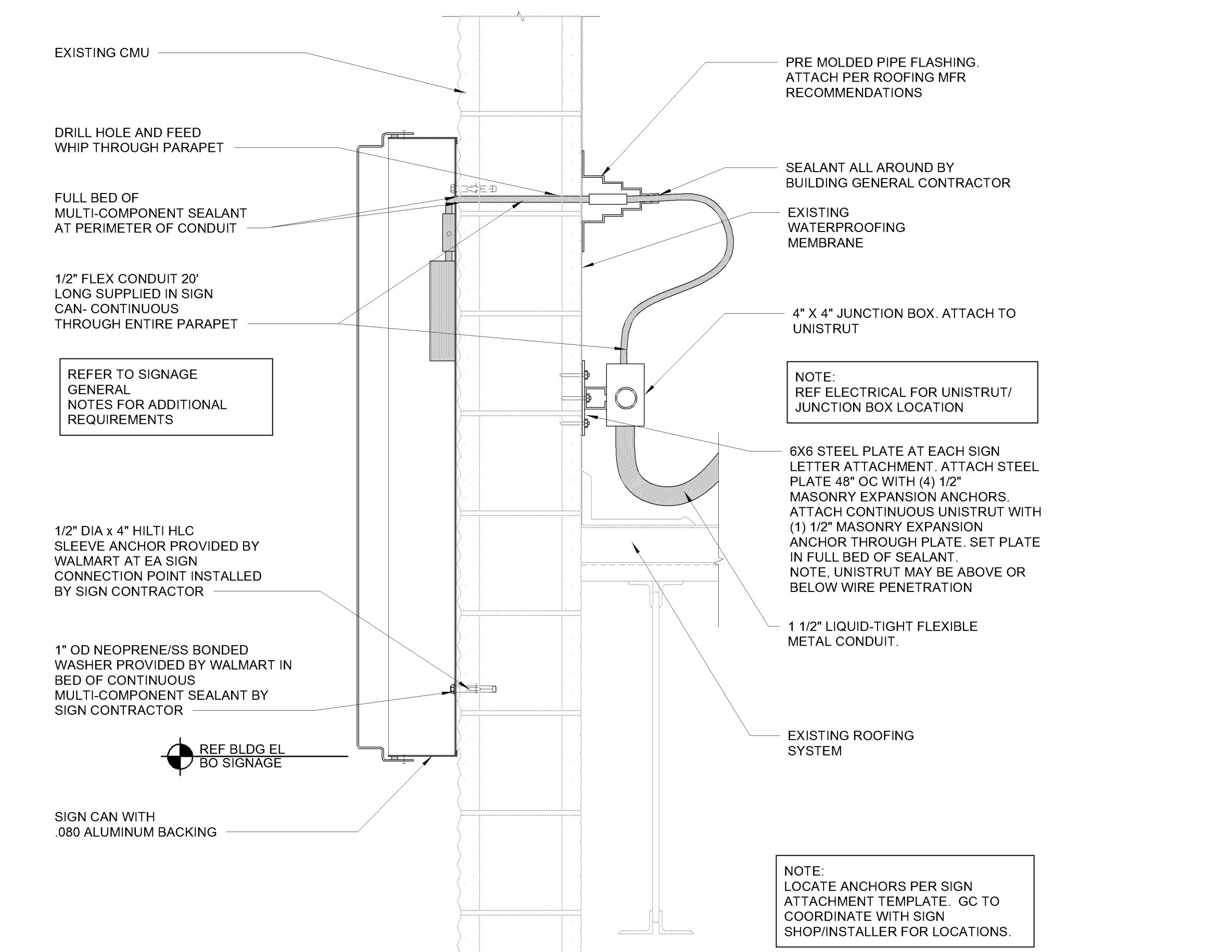
| EXISTING SIGNAGE SCHEDULE        |     |        |           |                  |            | NEW SIGNAGE SCHEDULE          |     |         |        |           |                  |            |
|----------------------------------|-----|--------|-----------|------------------|------------|-------------------------------|-----|---------|--------|-----------|------------------|------------|
| SIGNAGE LOCATION                 | QTY | COLOR  | SIZE      | INDIVIDUAL AREA  | TOTAL AREA | SIGNAGE LOCATION              | QTY | LIGHTED | COLOR  | SIZE      | INDIVIDUAL AREA  | TOTAL AREA |
| <b>FRONT SIGNAGE</b>             |     |        |           |                  |            | <b>FRONT SIGNAGE</b>          |     |         |        |           |                  |            |
| Walmart                          | 1   | WHITE  | 5'-6"     |                  |            | Walmart                       | 1   | LED     | WHITE  | 5'-6"     | 299.04 SF        | 299.04 SF  |
| *Spark                           | 1   | YELLOW | 8'-0"     | 288.00 SF        | 288.00 SF  | *Spark                        | 1   | LED     | YELLOW | 8'-0"     | 288.00 SF        | 288.00 SF  |
| Pick up                          | 1   | WHITE  | 2'-6"     |                  |            | Grocery                       | 1   | N/A     | WHITE  | 2'-0"     | 28.97 SF         | 28.97 SF   |
| *Spark                           | 1   | YELLOW | 4'-4 5/8" | 66.68 SF         | 66.68 SF   | Home & Pharmacy               | 1   | N/A     | WHITE  | 2'-0"     | 87.66 SF         | 87.66 SF   |
| Market                           | 1   | WHITE  | 2'-6"     | 28.17 SF         | 28.17 SF   | Lawn & Garden                 | 1   | N/A     | WHITE  | 2'-6"     | 77.17 SF         | 77.17 SF   |
| Outdoor Living                   | 1   | WHITE  | 2'-6"     | 77.17 SF         | 77.17 SF   | ← Auto Center                 | 1   | N/A     | WHITE  | 2'-0"     | 34.50 SF         | 34.50 SF   |
| Liquor                           | 1   | WHITE  | 2'-0"     | 11.30 SF         | 11.30 SF   | Beer, Wine & Spirits          | 1   | N/A     | WHITE  | 1'-0"     | 36.31 SF         | 36.31 SF   |
| Home & Pharmacy                  | 1   | WHITE  | 2'-0"     | 97.66 SF         | 97.66 SF   | Vision Center                 | 1   | N/A     | WHITE  | 1'-0"     | 8.49 SF          | 8.49 SF    |
| ← Auto Center                    | 1   | WHITE  | 2'-0"     | 34.50 SF         | 34.50 SF   | Pickup (Existing to Remain)   | 1   | LED     | WHITE  | 2'-6"     |                  |            |
| <b>TOTAL FRONT SIGNAGE</b>       |     |        |           | <b>613.48 SF</b> |            | *Spark (Existing to Remain)   | 1   | LED     | YELLOW | 4'-4 5/8" | 66.68 SF         | 66.68 SF   |
| <b>REAR SIGNAGE</b>              |     |        |           |                  |            | <b>REAR SIGNAGE</b>           |     |         |        |           |                  |            |
| Walmart                          | 1   | WHITE  | 5'-6"     |                  |            | Auto Center                   | 1   | N/A     | WHITE  | 2'-0"     | 31.47 SF         | 31.47 SF   |
| *Spark                           | 1   | YELLOW | 8'-0"     | 288.00 SF        | 288.00 SF  | Tire                          | 2   | N/A     | WHITE  | 1'-0"     | 2.38 SF          | 4.76 SF    |
| <b>TOTAL REAR SIGNAGE</b>        |     |        |           | <b>288.00 SF</b> |            | Lube                          | 1   | N/A     | WHITE  | 1'-0"     | 2.98 SF          | 5.96 SF    |
| <b>AUTO CENTER SIGNAGE</b>       |     |        |           |                  |            | <b>AUTO CENTER SIGNAGE</b>    |     |         |        |           |                  |            |
| Auto Center                      | 1   | WHITE  | 2'-0"     | 31.47 SF         | 31.47 SF   | Walmart                       | 1   | LED     | WHITE  | 5'-6"     | 299.04 SF        | 299.04 SF  |
| Tire                             | 2   | WHITE  | 1'-0"     | 2.38 SF          | 4.76 SF    | *Spark                        | 1   | LED     | YELLOW | 8'-0"     | 288.00 SF        | 288.00 SF  |
| Lube                             | 1   | WHITE  | 1'-0"     | 2.98 SF          | 5.96 SF    | <b>TOTAL REAR SIGNAGE</b>     |     |         |        |           | <b>299.04 SF</b> |            |
| <b>TOTAL AUTO CENTER SIGNAGE</b> |     |        |           | <b>39.36 SF</b>  |            | <b>TOTAL BUILDING SIGNAGE</b> |     |         |        |           | <b>986.67 SF</b> |            |
| <b>TOTAL BUILDING SIGNAGE</b>    |     |        |           | <b>950.84 SF</b> |            |                               |     |         |        |           |                  |            |

- ### SIGNAGE GENERAL NOTES
- SIGNAGE FURNISHED BY WAL-MART AND INSTALLED BY OTHERS.
  - ALL EXISTING WALMART EXTERIOR SIGNAGE IS TO REMAIN IN PLACE ON THE BUILDING UNTIL THE EXTERIOR SIGN COMPANY IS ON SITE. THE EXTERIOR SIGN COMPANY WILL REMOVE EXISTING SIGNAGE AND INSTALL NEW SIGNAGE. ONCE NEW SIGNAGE IS INSTALLED, GENERAL CONTRACTOR WILL PERFORM PATCH, REPAIR, AND PAINTING WORK NOTED IN PLANS AFTER NEW SIGNAGE IS INSTALLED.
    - FOR STORES THAT REQUIRE STRUCTURAL MODIFICATIONS OR REPAIRS FOR INSTALLATION OF NEW EXTERIOR SIGNAGE, A TEMPORARY BANNER WILL BE INSTALLED BY THE EXTERIOR SIGN COMPANY PRIOR TO REMOVAL OF EXISTING EXTERIOR SIGNAGE. BANNER WILL REMAIN IN PLACE UNTIL ALL MODIFICATIONS AND/OR REPAIRS HAVE BEEN COMPLETED AND NEW SIGNAGE IS INSTALLED. GC SHALL PRIORITIZE MODIFICATIONS/REPAIRS REQUIRED FOR INSTALLATION OF NEW EXTERIOR SIGNS WHILE EXTERIOR SIGN COMPANY IS ON SITE.
    - TEMPORARY BANNER WILL BE APPROXIMATELY 12" (S225).
    - EXTERIOR SIGN WORK NEEDS TO BE SCHEDULED, COORDINATED, AND COMPLETED DURING WEEK OF THE CONSTRUCTION SCHEDULE.
  - GENERAL CONTRACTOR RESPONSIBILITIES
    - REMOVE EXISTING EXTERIOR BUILDING SIGNAGE AS NOTED ON SHEET A2.
    - BY END OF FIRST WEEK OF CONSTRUCTION, REVIEW EXISTING CONSTRUCTION WHERE SIGNS WILL BE INSTALLED. IF EXISTING CONDITIONS DO NOT MATCH SIGN ATTACHMENT DETAILS SHOWN, REQUEST APPROVAL FROM CONSTRUCTION MANAGER TO SUBMIT RFI IN ACCORDANCE WITH SECTION 01255. NOTE DIFFERENCES IN CONSTRUCTION, INCLUDING DIMENSIONS, AND INCLUDE PHOTOGRAPHS FOR CLARIFICATION.
    - PROVIDE SUBSTRATE SUITABLE FOR INSTALLATION OF SIGNAGE. REFER TO DETAILS ON SHEET A2.1 FOR LIGHTED ID/OSS SIGNS COORDINATE TIMING OF WORK WITH WALMART SIGN CONTRACTOR.
    - PROVIDE JUNCTION BOXES AND CIRCUITRY TO NEW "Walmart" and "spark" SIGNAGE. EXISTING BOXES MAY BE REUSED.
    - NOT USED.
    - VERIFY VOLTAGE AT CIRCUITS FEEDING LIGHTED SIGNAGE. REFER TO ELECTRICAL.
    - MAKE FINAL TERMINATIONS ON LIGHTED SIGNAGE.
  - SIGNAGE CONTRACTOR RESPONSIBILITIES
    - REMOVE ALL LIT SIGNS UNLESS NOTED OTHERWISE.
    - FURNISH SPECIFIED CONDUIT FOR LIGHTED SIGNAGE.
    - MAKE REQUIRED EXTERIOR WIRE PENETRATIONS, INSTALL CONDUIT, AND SEAL PENETRATIONS PER SPECIFICATION SECTION 07900.
    - INSTALL SIGNAGE PER DETAILS ON SHEET A2.1.

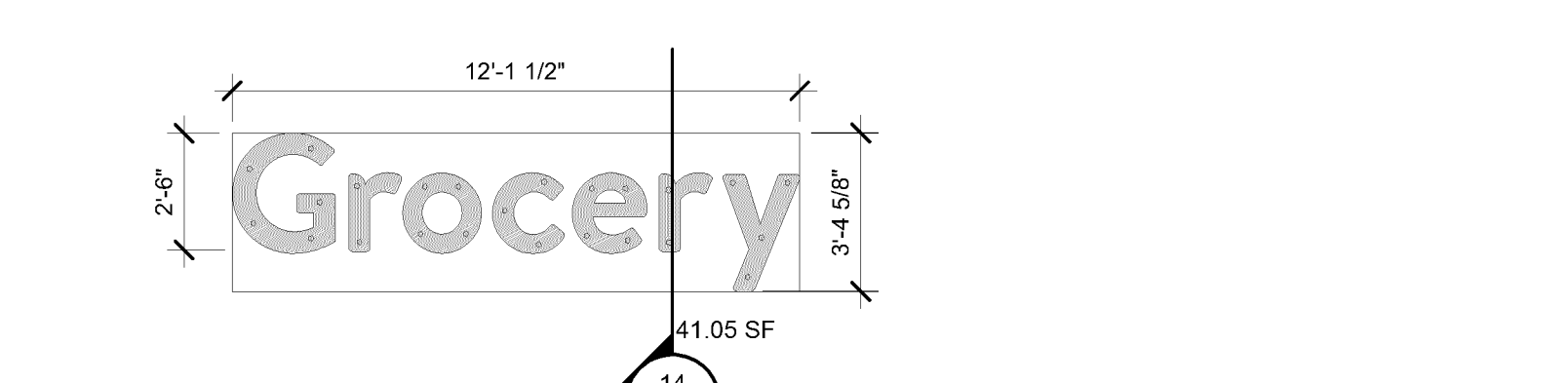
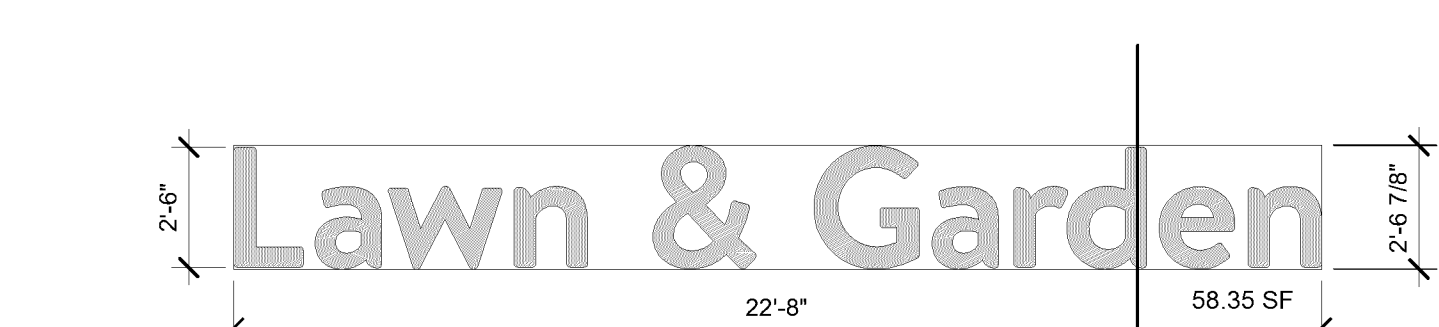
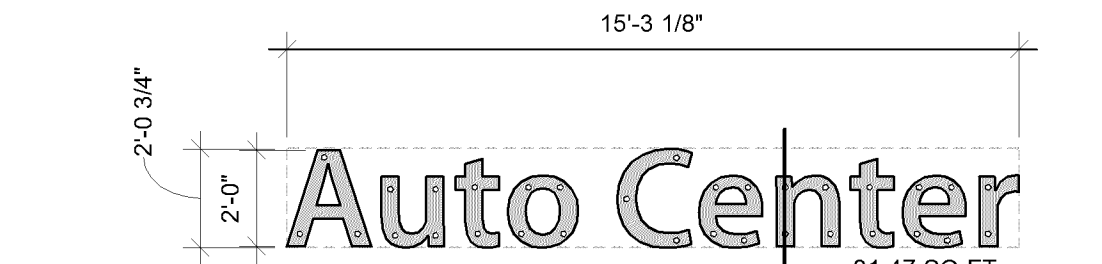
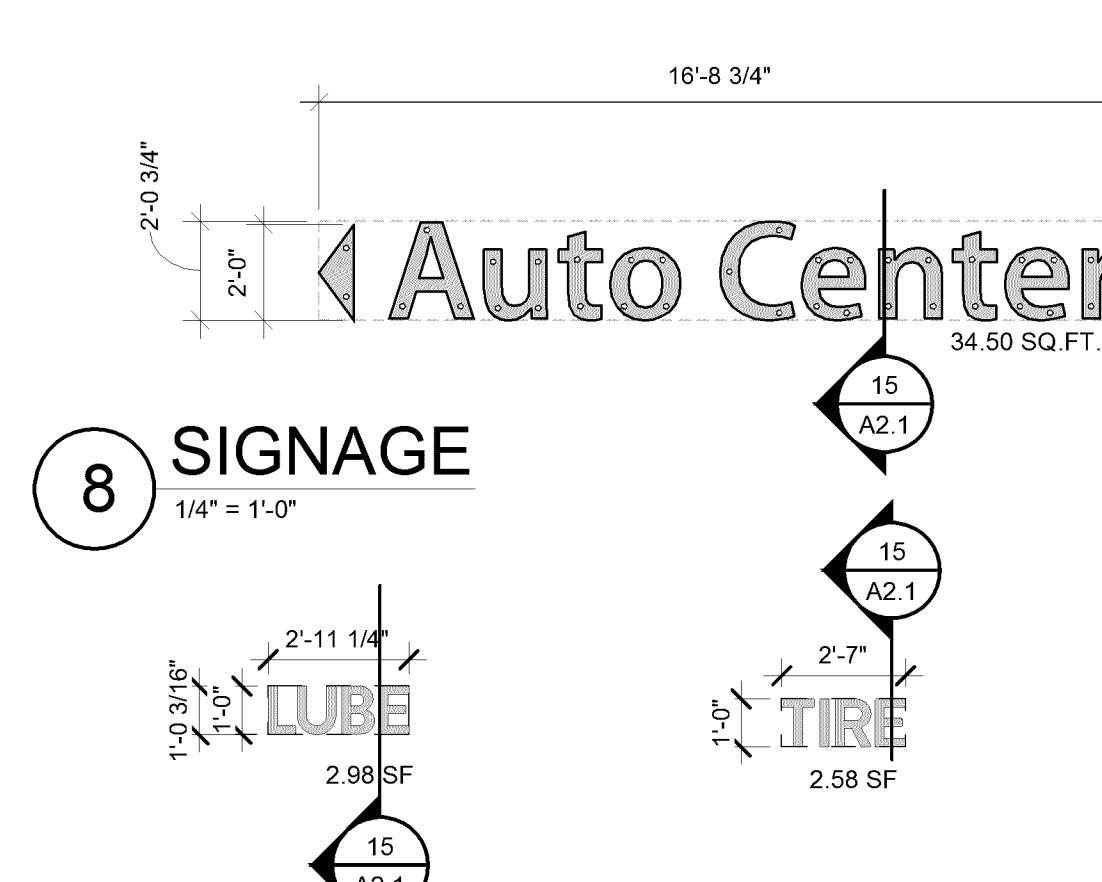
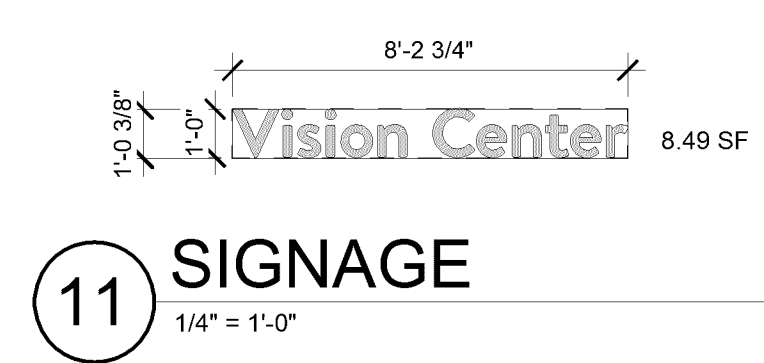
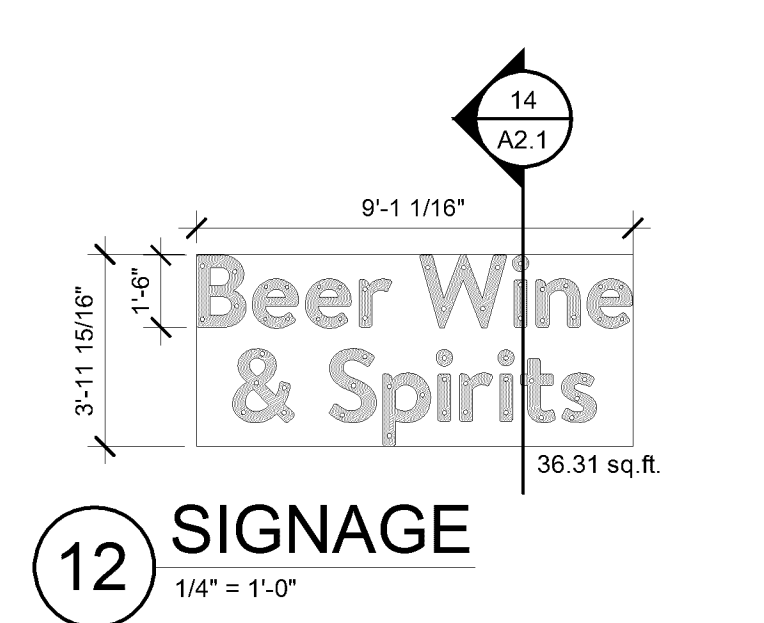


**15 SIGN ATTACHMENT AT CMU WALL**  
1 1/2" = 1'-0"

**14 SIGN ATTACHMENT AT EIFS AND METAL STUD WALL**  
1 1/2" = 1'-0"

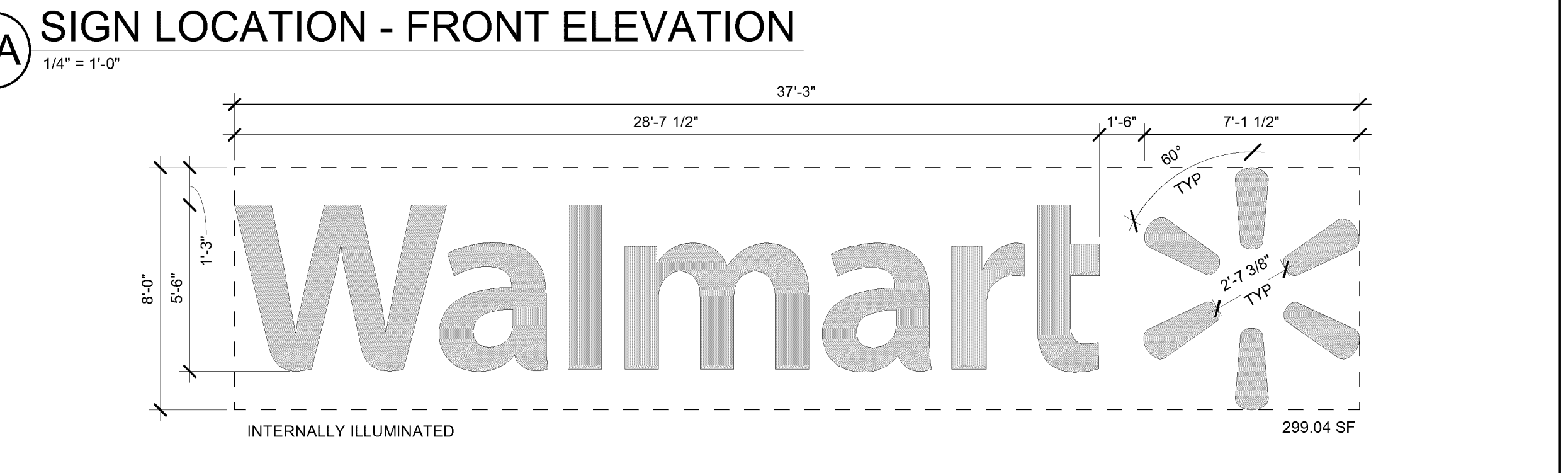
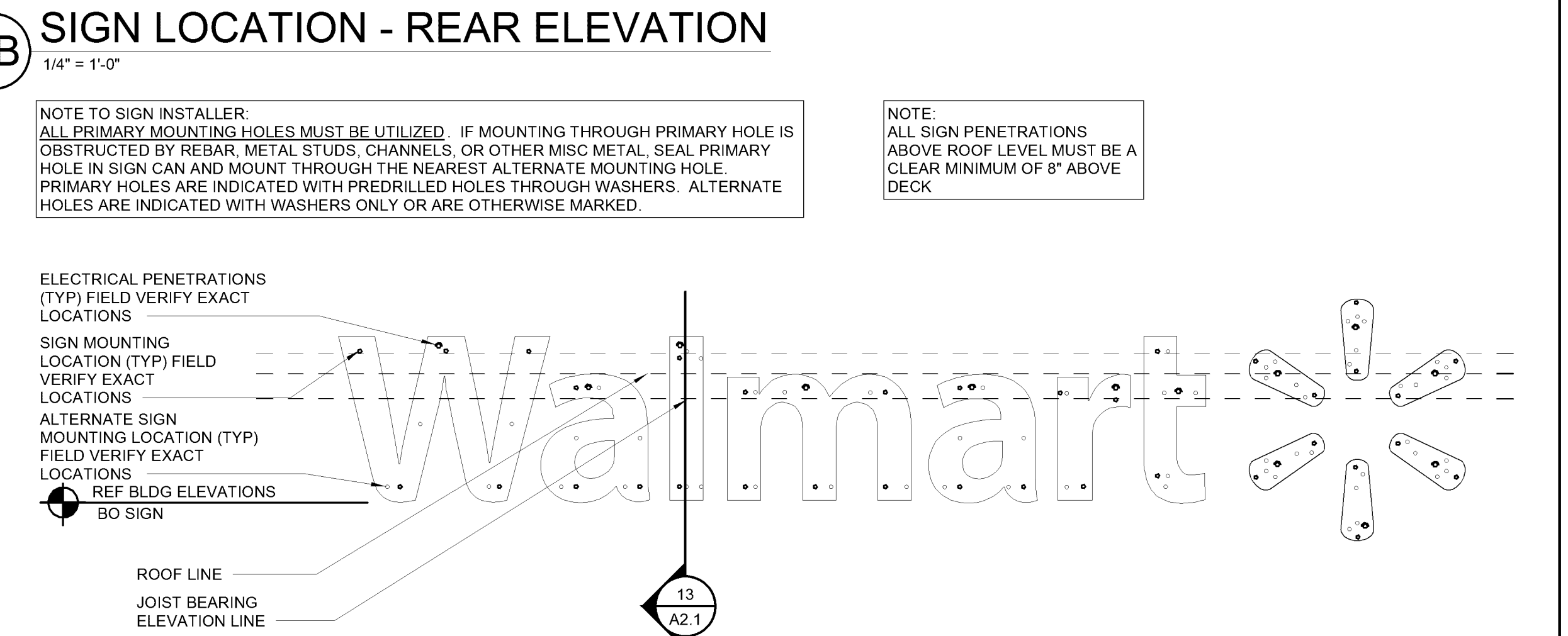
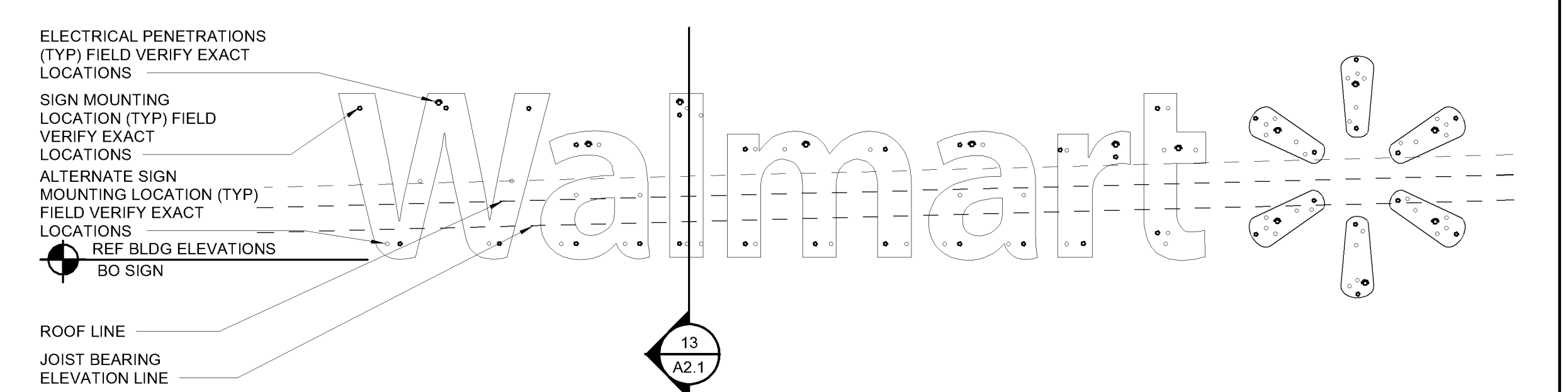


**13 SIGN ATTACHMENT AT CMU WALL ABOVE ROOF LINE**  
1 1/2" = 1'-0"



**NOTE TO SIGN INSTALLER:**  
ALL PRIMARY MOUNTING HOLES MUST BE UTILIZED. IF MOUNTING THROUGH PRIMARY HOLE IS OBSTRUCTED BY REBAR, METAL STUDS, CHANNELS, OR OTHER MSC METAL SEAL PRIMARY HOLE IN SIGN CAN AND MOUNT THROUGH THE NEAREST ALTERNATE MOUNTING HOLE. PRIMARY HOLES ARE INDICATED WITH PREDRILLED HOLES THROUGH WASHERS. ALTERNATE HOLES ARE INDICATED WITH WASHERS ONLY OR ARE OTHERWISE MARKED.

**NOTE:**  
ALL SIGN PENETRATIONS ABOVE ROOF LEVEL MUST BE A CLEAR MINIMUM OF 8" ABOVE DECK



**STIPULATION FOR REUSE:**  
THIS DRAWING WAS PREPARED FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE REUSED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF LKA ARCHITECTURE, INC. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF LKA ARCHITECTURE, INC. IS PROHIBITED AND WILL BE CONSIDERED TO BE A VIOLATION OF THE PROFESSIONAL ETHICS OF THE ARCHITECT.

**CONSULTANTS:**



**ISSUE BLOCK**

**CHECKED BY:** JAB  
**DRAWN BY:** SDT  
**PROTO CYCLE:** 07/26/19  
**DOCUMENT DATE:** 09/05/19

**IMPORTANT NOTICE:**  
THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION UNLESS SEALED, SIGNED AND DATED BY THE LICENSEE IN RESPONSIBLE CHARGE (AOR/EOR).

**EXTERIOR SIGNAGE**

**SHEET:**  
**A2.1**





| COLOR LEGEND |                          |
|--------------|--------------------------|
| P83          | COBBLE BROWN             |
| P94          | EXTERIOR CROMEDARY CAMEL |
| P124         | MEADOWLARK               |

LKA Architecture, Inc.  
345 ARDENWICK AVENUE, SUITE 400  
MINNETONKA, MN 55345  
TEL: 952.895.4400  
WWW.LKAArchitecture.com

**STIPULATION FOR REUSE**  
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CONSULTANTS

Walmart  
Grand Rapids, MN  
100 SE 20TH STREET  
STORE NO.: 1609.232  
JOB NUMBER: 18281 | PROJECT: 178

P220 GENERAL REMODEL

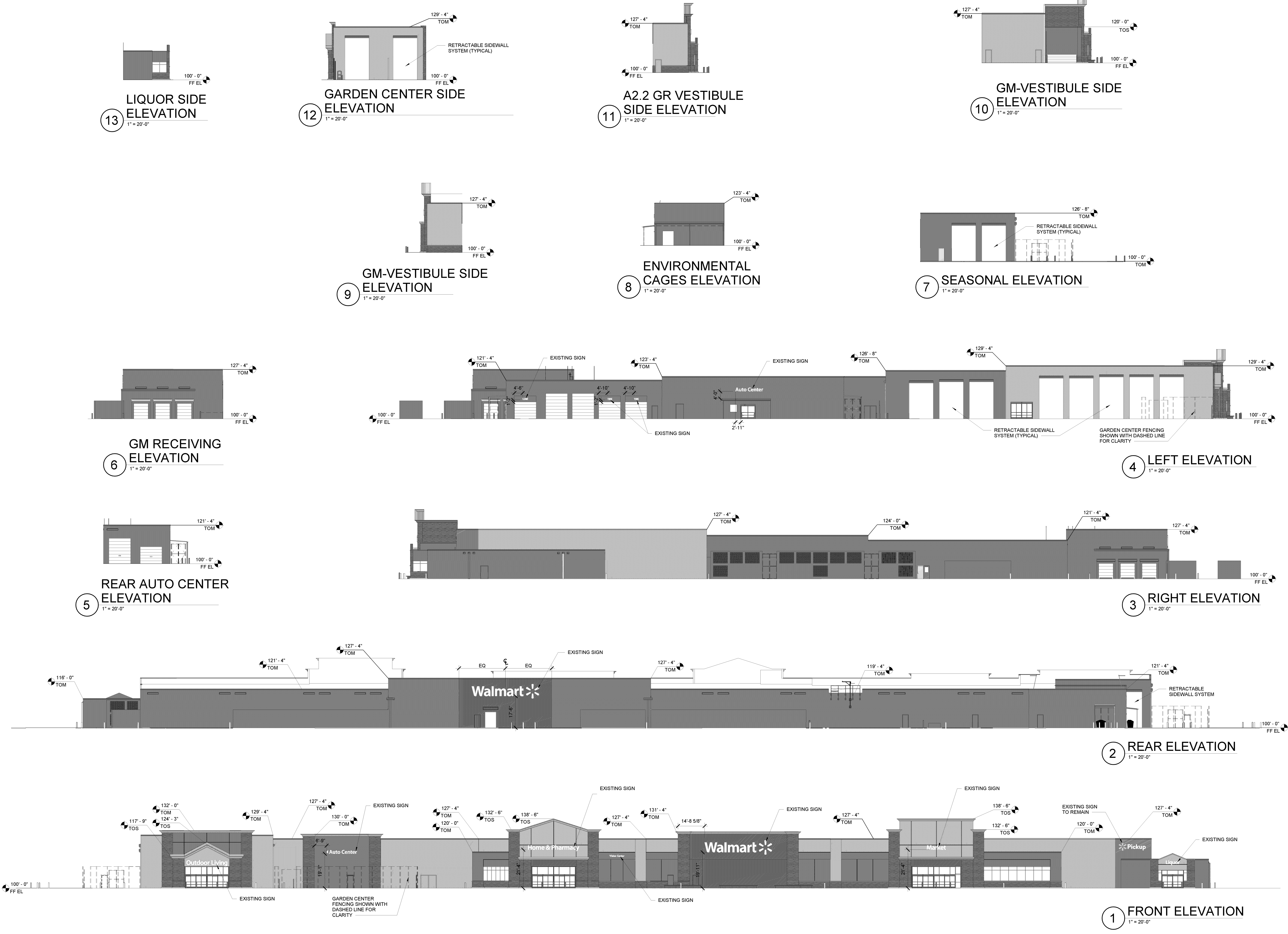
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DRAWN BY:  
PROTO CYCLE: 07/26/19  
DOCUMENT DATE: 09/06/19

**IMPORTANT NOTICE:**  
THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION UNLESS SEALED, SIGNED AND DATED BY THE LICENSEE IN RESPONSIBLE CHARGE (AOR/EOR).

**EXTERIOR ELEVATIONS EXISTING COLORS**

SHEET: **A2.3**



18/09/2019 10:48:19 AM  
C:\Users\lka\Documents\A2.3 EXISTING\_colors.dwg - 18/09/2019 10:48:19 AM



# Wal-Mart CUP Amendment Request

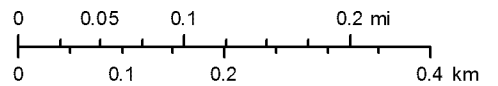


September 23, 2019

1:7,339

- Tax Parcels (1) - Grand Rapids Tax Parcels
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Red: Red

- Green: Green
- Blue: Blue
- Grand Rapids Tax Parcels
- Surrounding Tax Parcels



City of Grand Rapids



# CITY OF GRAND RAPIDS

NOTICE OF MEETING  
PLANNING COMMISSION

## Minutes - Final Planning Commission

*DRAFT*

**COUNCIL CHAMBERS**  
**CITY HALL - 420 N. Pokegama Ave.**  
**Grand Rapids, MN 55744**

---

Thursday, October 17, 2019

4:30 PM

Council Chambers

---

### Call To Order

### Call of Roll

- Present** 4 - Chairperson Molly MacGregor, Vice Chair Patrick Goggin, Commissioner Lester Kachinske, and Commissioner Betsy Johnson
- Absent** 3 - Commissioner Susan Lynch, Commissioner Mark Gothard, and Commissioner Ted Hubbes

**Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.**

**Approved As Presented**

### Approval of Minutes

Approve the minutes of the September 5, 2019, 4:00 pm regular meeting.

**Motion by Commissioner Goggin, second by Commissioner Johnson to approve the minutes of the August 1st, 2019 Regular Meeting. The following voted in favor thereof: Johnson, Goggin, Kachinske, MacGregor. Opposed: None, passed unanimously.**

### Public Hearings

Conduct a public hearing to consider a recommendation to the City Council regarding a request for a fourth amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a new Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids in December 2006.

*LK Architecture, on behalf of Wal-Mart Real Estate Business Trust, has recently requested the Planning Commission's recommendation for approval, of a fourth amendment to a Conditional Use Permit.*

*The requested amendment would allow for the updating of the building's current exterior paint colors, from the existing earth tone color scheme, to the current Wal-Mart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage.*

*When reviewing a Conditional Use Permit application and considering their recommendation to the City Council, the Planning Commission should make specific findings based upon their standard list of considerations, which are found in Section 30-531e of the City Code. The Planning Commission must also consider the degree to which the proposed project meets the criteria and objectives established within the Large Scale Commercial Design Standards, Division 14, of the City Zoning Code, and if certain conditions or restrictions should be recommended to the City Council to ensure that the project meets those objectives and criteria.*

*Special attention should be given to that portion of Division 14 which addresses building materials and colors, to be sure the spirit and intent of the ordinance is maintained with the proposed changes: (attachment - Division 14)*

- *Section 30-903(1)b. Materials and colors*

*Staff has reviewed the application and the associated changes to the approved development plans and provides the following comment and potential condition:*

- *That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08, 08-22, & 17-106 remain in effect.*

**Motion by Commissioner Kachinske, second by Commissioner Goggin to open the public hearing. The following voted in favor thereof: Johnson, Goggin, Kachinske, MacGregor. Opposed: None, passed unanimously.**

**Jesus Delatorre of LK Architecture provided information on the project and answered the Commissioners questions.**

**Motion by Commissioner Kachinske, second by Commissioner Goggin to close the public hearing. The following voted in favor thereof: MacGregor, Kachinske, Goggin, Johnson. Opposed: None, passed unanimously.**

**Motion by Commissioner Johnson, second by Commissioner Kachinske that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby recommend that the City Council grant the following amendment to the Conditional Use Permit, approved under City Resolution No. 06-130, to Wal-Mart Stores Inc., for the property legally described as: Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota:**

- **Allow for the updating of the building's current exterior paint colors, from the existing earth tone color scheme, to the current Wal-Mart brand standard of neutral grey with blue accent, and additionally, the updating of existing building signage of the Wal-Mart building as described within the CUP application.**

**and that the following conditions shall apply:**

- **That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08, 08-22, & 17-106 remain in effect.**

**With the following considerations:**

- 1. Will not be detrimental to the public health, safety, morals, or general**

welfare?

Why/Why not? No, it will not it is just a color change on the building.

2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage?

Why/Why not? No, it will not.

3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area?

Why/Why not? No, it will improve the look which should add value to the properties.

4. Will not impede the orderly development of other property in the area?

Why/Why not? No, it will not and by keeping the property well maintained it should encourage other development.

5. Will not impose an excessive burden on parks and other public facilities and utilities?

Why/Why not? No, it will not.

6. Is consistent with the Comprehensive Plan?

Why/Why not? Yes, it compliant with orderly development.

The following voted in favor thereof: MacGregor, Kachinske, Johnson, Goggin.

Opposed: None, passed unanimously.

### Public Input

### Miscellaneous\Updates

*The comprehensive plan consultants will be setting up public input sessions in December and are hoping to have the update completed by early January.*

### Adjourn

Councilmember Erkkila introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 06-130**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, APPLIED FOR BY WAL-MART STORES INC., FOR THE CONSTRUCTION OF A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY. 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received for a Conditional Use Permit (CUP) for the purpose of allowing the establishment of a General Sales and Service (greater than 70,000 sq. ft. building footprint) use, on property legally described within an application submitted by Wal-Mart Stores Inc. on November 15, 2006 and generally located on vacant land located at the southeast quadrant of the intersection of Trunk Hwy. 169 and 29<sup>th</sup> St. SE.; and

WHEREAS, the Planning Commission reviewed the request for a CUP and conducted a public hearing on this request on November 28, 2006, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the request for a CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if certain conditions were applied; and

WHEREAS, the Planning Commission recommended approval of the CUP with the following conditions:


- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use.
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgerstone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed CUP:


1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that a Proposed Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described with the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 4<sup>th</sup> day of December 2006.

  
\_\_\_\_\_  
Susan Zeige, Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

Councilmember Schlauderaff seconded the foregoing resolution and the following voted in favor thereof Driscoll, Erkkila, Schlauderaff, Zeige, and the following voted against same; Drake, whereby the resolution was declared duly passed and adopted.

Councilmember Adams introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 07-08**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 FOR A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY. 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 18<sup>th</sup>, 2007 for an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130; and

WHEREAS, the requested amendment is necessary because the petitioner, Wal-Mart Stores Inc., wishes to change the building and site plans for the proposed Wal-Mart Supercenter already approved under said resolution; and

WHEREAS, the change to the building and site plans would increase the building size from the originally approved footprint of 182,662 s.f. to a proposed footprint of 187,443 in order to incorporate a tire/lube/auto service express component to the proposed retail; and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 1<sup>st</sup>, 2007, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the amended CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130, remained in effect; and

WHEREAS, the Planning Commission recommended approval of the amended CUP with the following, previously approved conditions applying:

- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use.
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgerstone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:


1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described within the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 12<sup>th</sup> day of February 2007.

  
\_\_\_\_\_  
Dale Adams, Mayor Pro-Tem

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

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



Councilmember Adams introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 08-22**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 AND AMENDED UNDER CITY COUNCIL RESOLUTION 07-08 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, WAL-MART GRAND RAPIDS ADDITION**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 23<sup>rd</sup>, 2008 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130, and amended under City Council Resolution 07-08; and

WHEREAS, the amendment requested by Wal-Mart Stores, Inc. seeks approval of changes in both the exterior building façade color scheme as well as the type, color, and amount of exterior building signage and monument signage; and

WHEREAS, the change to the color on both the exterior building façade and the monument sign as well a net reduction in building signage are requested in order to fulfill a corporate wide "rebranding" strategy recently undergone by Wal-Mart Stores; and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 7<sup>th</sup>, 2008, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendments to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130 and amended under Resolution 07-08, remained in effect; and


WHEREAS, based upon their findings, the Planning Commission recommended approval of the amended CUP with a condition that all previously imposed conditions under City Council Resolution 06-130 & 07-08, remain in effect:

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Stores, Inc. to allow the proposed Wal-Mart SuperCenter, on property legally described as Lot 1, Block 1, Wal-Mart Grand Rapids Addition, and as depicted within the application, subject to the conditions within City Council Resolutions 06-130 and 07-08.

Adopted by the Council this 11<sup>th</sup> day of February 2008.

  
\_\_\_\_\_  
Jim Millis, Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

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

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Councilor Zeige introduced the following resolution and moved for its adoption:

**RESOLUTION NO. 17-106**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from WD Partners, on behalf of Wal-Mart Real Estate Business Trust on October 5, 2017 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08 and #08-22; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for an 18' X 72' covered parking canopy structure (for an On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on November 2, 2017, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following conditions;

1. That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owners expense to permit access.
2. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

A/R - City GR

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as depicted within the CUP application, subject to the conditions listed above.

Adopted this 13<sup>th</sup> day of November, 2017

  
Dale C. Adams, Mayor

Attest:

  
Kimberly Gibeau, City Clerk

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

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

**Secs. 30-513—30-530. Reserved.**

## DIVISION 5. CONDITIONAL USES

**Sec. 30-531. Conditional use permits (CUP).**

(a) *Purpose and intent.* The development and execution of this division is based upon the division of the city into districts within which the regulations are specified. It is recognized, however, that there are special or conditional uses which, because of their unique characteristics, must be considered individually as to their impact upon neighboring land, and the public welfare and their compatibility at the particular location. To provide for these needs the city council may by resolution approve a conditional use permit for those uses and purposes listed and may impose conditions and safeguards in such permits to ensure that the purpose and intent of this division is carried out.

(b) *Application requirements.* An application signed by the landowner for a CUP shall be filed with the zoning administrator together with a filing fee as established by the city council. Such application shall be accompanied by the following information:

- (1) A site plan drawn to scale which shows all dimensions; the location of existing and proposed streets, buildings and parking; the existing and proposed building height and floor area; curb cuts and driveway locations; utilities; loading areas and lighting.
- (2) A drainage plan showing existing and proposed topography and slopes and how surface drainage will be handled.
- (3) A landscape plan as specified in section 30-456.
- (4) Building plans showing elevation drawings and floor plans.
- (5) A written description of the use to be made of the property and buildings including the number of employees, students, etc.
- (6) Any other information, which in the opinion of the zoning administrator, is required to evaluate the application and its consistency with the city comprehensive plan.

(c) *Waiver authority.* The zoning administrator shall have the authority to waive any of the information in subsection (b) of this section not deemed to be necessary and appropriate to evaluate the application.

(d) *Hearing and mailed notices.* The zoning administrator shall cause to be published a notice of the public hearing before the planning commission in the official newspaper at least ten days prior to the hearing date. Notices shall also be mailed to all owners of property within 350 feet of the parcel included in the request not less than ten days prior to the hearing. Failure to give such notice or defects or errors in the notice shall not invalidate the proceedings, provided a good faith attempt to comply with notice requirements was made.

(e) *Planning commission review and recommendation.* The planning commission shall conduct a public hearing on the application and make its recommendation with findings and conditions to the city council within 60 days of receipt of the planning commission's recommendation, to approve or deny the CUP. The council shall not approve a CUP unless it shall find that the establishment, maintenance and operation of the use:

- (1) Will not be detrimental to the public health, safety, morals or general welfare;
- (2) Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
- (3) Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
- (4) Will not impede the orderly development of other property in the area;
- (5) Will not impose an excessive burden on parks and other public facilities and utilities;
- (6) Is consistent with the comprehensive plan.

Approval shall require a majority vote of the city council.

(f) *Conditions and restrictions.* The city council may impose such conditions and restrictions as it deems necessary on the establishment, location, construction, maintenance, operation and duration of the use to ensure compliance with the requirements of this division.

(g) *Resubmission.* No application which has been denied by the city council shall be resubmitted by the applicant for a period of one year following the date of denial by the city council.

(h) *Lapse and extension.* If within one year after the date of issuance the use for which the CUP was issued has not commenced, the CUP shall become null and void. If the applicant requests an extension in writing within one year after issuance, the city council shall conduct a public hearing and consider an extension utilizing the same notice procedures as required for the original application. The city council may extend the CUP for up to one year upon finding that:

- (1) A good faith effort has been made to use the permit;
- (2) There is reasonable expectation that there will be uses; and
- (3) The facts upon which the original permit was issued are essentially unchanged.

(i) *Periodic review.* If periodic review is imposed as a condition of a CUP, the CUP shall be reviewed at a public hearing prior to the expiration of the review period. It shall be the responsibility of the zoning administrator to schedule the public hearing and inform the owner of the review. A fee shall not be required to be paid.

(j) *Revocation.* If any person is found in violation of any condition or restriction imposed by the city council, the city may revoke such CUP utilizing the procedures established in this division.

(k) *Special considerations for shoreland areas.* The following additional evaluation criteria and conditions apply within shoreland areas:

- (1) *Evaluation criteria.* A thorough evaluation of the waterbody and the topographic, vegetation, and soils conditions on the site must be made to ensure:
  - a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
  - b. The visibility of structures and other facilities as viewed from public waters is limited;
  - c. The site is adequate for water supply and on-site sewage treatment; and
  - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.
- (2) *Conditions attached to conditional use permits.* The city council, upon consideration of the criteria listed in subsection (k)(1) of this section and the purposes of this division, shall attach such conditions to the issuance of the conditional use permits as it deems necessary to fulfill the purposes of this division. Such conditions may include, but are not limited to, the following:
  - a. Increased setbacks from the ordinary high water level;
  - b. Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted; and
  - c. Special provisions for the location, design, and use of structures, sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

(Code 1978, § 23.5(I); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**State law reference**—Conditional use permits, Minn. Stat. § 462.3595.

**Sec. 30-532. Uses permitted by conditional use permit (CUP).**

The following uses or any expansion of an existing use requiring a CUP shall require the issuance by the city of a CUP. Each such use shall comply with these stated conditions.

- (1) *Manufactured home parks.* Manufactured home parks have special characteristics which require the full consideration of their location needs, layout and design, and their relationship to and effect upon surrounding land uses. Because of these characteristics, manufactured home parks are permitted within the R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, MU and SMU districts subject to all of the following conditions:
  - a. *Site development requirements.*
    1. Location. The site shall have at least one property line abutting an arterial or collector street as defined by the city comprehensive plan.
    2. Minimum site area: Ten acres.

to limit impacts of high densities by requiring seasonal use, improving vegetative screening, centralizing shore recreation facilities, installing new sewage treatment systems, or other means.

(Code 1978, § 23.17(J); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Secs. 30-810—30-899. Reserved.**

**DIVISION 14. LARGE SCALE COMMERCIAL DEVELOPMENT STANDARDS**

**Sec. 30-900. Purpose and intent.**

(a) *Purpose.* The purpose of these standards are to ensure large scale commercial development is to provide compatible design, size and layout considerations to the unique built and natural environment of Grand Rapids.

(b) *Intent.* The intent of these development standards is to provide standards that influence building and site design of large scale development that creates a smaller scale, feel and relationship to the small town atmosphere of Grand Rapids. Large scale commercial development has the potential to distract, disrupt or adversely impact the natural and built environment of Grand Rapids and the surrounding area. When properly implemented, the standards contained in this section minimize impacts to better integrate these developments within the context of the community. This section establishes standards that regulate the location, appearance and function of buildings; off-street parking and circulation; vehicular and pedestrian access; loading areas; yard spaces; and preservation of natural site amenities. It is not the intent of the City of Grand Rapids to unnecessarily over-regulate large scale commercial development when these uses provide retail services and create market dynamics that are a benefit to the greater good of Grand Rapids and its market area.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-901. Applicability.**

(a) *New large scale commercial development.* The standards contained in this section apply to commercial development that has a building footprint area exceeding 70,000 square feet.

(b) *Existing large scale commercial development.* When triggered by occupation; change in use; building enlargement, expansion, or modification; or site modifications to commercial development with building footprints exceeding 70,000 square feet, the provisions of Section 30-458 are applicable.

(c) *Procedure.* All commercial development meeting the applicability criteria of this section will be reviewed by the conditional use permit process contained in Section 30-531.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-902. Site design standards.**

The following section outlines the guidelines and standards required for large scale commercial development within the City of Grand Rapids. The following site and building design standards present the objectives for development with regards to site planning and building design.

- (1) *Site planning.* Site planning as it relates to the commercial and community context shall be considered. Buildings shall be located to relate to adjacent streets, other adjacent commercial development, residential neighborhoods, and community features. Grand Rapids has a wealth of natural features which need proper attention and consideration during the site planning process. These features create intrinsic site value when properly integrated into development planning by providing opportunities to create outdoor spaces that convey community identity.
- (2) *Building setbacks.* Building setbacks are as required by applicable zoning districts.
- (3) *Parking and vehicular circulation.*
  - a. Standards for minimum and maximum parking space ratios, parking lot space sizes and design, and interior landscaping are applicable.
  - b. The distribution of parking spaces shall be arranged to provide convenient vehicular and pedestrian movement. Consideration for the distance from the furthest parking space to building entries shall be given as well as the route by which people walk from their car to the building entry.
  - c. Off-street parking spaces shall be located in two yard spaces. This standard may be relaxed if:
    1. The majority of parking area is screened by natural vegetation or outlot development sites.
    2. Parking in only one yard space will preserve features of the site that can be considered as site amenities.
  - d. A traffic study shall accompany the application showing the proposed amount of traffic generated by the development and its impact on surrounding roadways including existing and proposed levels of service at intersections. The developer shall consult with city staff to establish parameters of study and its scope.
  - e. Parking lots shall incorporate other natural features, design elements, or functional elements such as stormwater management systems internally within the parking lot to break up the parking lot into smaller areas to minimize negative visual impacts.
  - f. Driveways and isles shall be located in a manner to relate to surrounding roadway systems, driveways serving adjacent development, and other land uses that may be negatively impacted by high levels of traffic.
  - g. Differing pavement surfaces shall be used to define vehicle isles and pedestrian walkways and crossing areas.



- h. Pedestrian walkways shall be incorporated into the parking lot to minimize potential conflicts with vehicles.
- (4) *Pedestrian and bicycle circulation*
- a. Sidewalks and/trails shall be provided along the all sides of the site perimeter with street frontage. Trails shall be provided as needed to connect the site to community trail systems and/or link to natural site amenities. Widths and locations of the sidewalks and trails shall be determined by their intended use and guided by the city.
  - b. Bicycle racks shall be provided in close proximity to building entrances.
- (5) *Landscaping and screening*
- a. Minimum standards for tree preservation and landscaping shall apply as regulated in sections 30-594 and 30-595.
  - b. Special landscaping attention shall be given to loading areas. Buffering techniques that incorporate berming shall be used when adjacent to residential areas if a building entrance is not present.
  - c. Mature trees along the perimeter of the site shall be preserved to create development "rooms" that aid to minimize the scale of development.
  - d. Additional landscaping to minimize the impacts of large parking areas and building size shall be provided as determined necessary by the city.
- (6) *Community spaces.* Sites should provide attractive and inviting pedestrian scale features, spaces and amenities. Entrances and parking lots should be configured to be functional and inviting with walkways conveniently tied to logical destinations. Pedestrian ways should be anchored by special design features such as towers, arcades, porticoes, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces. The features and spaces should enhance the building as integral parts of the community fabric. Other features to be considered for site amenities include patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that, in the judgment of the City, adequately enhances such community and public spaces.
- (7) *Walls and fences.* Walls and fencing may be used in cases where natural landscaping is not adequate for screening purposes. Fencing materials and design shall relate to the building design and character when used. Additional landscaping treatment may be required to soften the fence from public view.
- (8) *Outdoor storage, trash collection and loading.* Loading areas and outdoor storage areas exert visual and noise impacts on surrounding development and residential areas. These areas, when visible from adjoining properties and/or public streets, should be screened, recessed or enclosed. While screens and recesses can effectively mitigate

these impacts, the selection of inappropriate screening materials can exacerbate the problem. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one building is located on a site and such buildings are not more than 40 feet apart, or on those sides of buildings that do not have customer entrances. In addition, the following standards apply:

- a. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way or residential areas.
- b. All storage, collection, and compaction of trash shall occur within the principal building.
- c. Loading docks, truck parking, utility meters, HVAC equipment, and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.
- d. Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with walls and/or fences. Materials, colors, and designs of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

(9) *Shopping cart management.* Defined areas for the storage of shopping carts shall be provided. Overnight outdoor storage within parking lots shall not be permitted.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

### **Sec. 30-903. Building design standards.**

The size of large commercial buildings can have a positive or negative impact on community character. By identifying appropriate building design standards for large commercial development, these buildings can become community assets that help promote the image, identity and economy of Grand Rapids. By encouraging designs that play down size, relate to community character and provide a human scale, provide a higher probability of producing positive benefits to the community including their eventual reuse.

- (1) *Building width and facade.* The building width and facade treatment may be the most important design considerations as they convey first and lasting impressions of the development. Long building facades with no articulation can present a generic low quality image. Grand Rapids development character needs to reinforce smaller scale character elements that have a greater degree of human scale. The following standards shall apply to building facades and exterior walls.
  - a. For exterior walls that front on a public street, the facade shall be articulated so that there are projections and recesses every 100 feet. The minimum projection and recess shall be 5 feet.

- b. *Materials and colors.* Buildings shall incorporate high quality materials that provide long term durability and design appeal. Concrete cinder block and metal siding are prohibited on building facades that face public streets. Facade colors shall be low reflectance and subtle. High intensity colors are prohibited but complementary colors that accent primary colors are acceptable.
  - c. *Building height.* As prescribed by the zoning district.
  - d. *Rear facades.* Rear facades or facades not fronting public streets should be designed to compliment the front facade.
  - e. *Entries and window treatment*
    - 1. Buildings shall incorporate canopies, awnings, or porticos that clearly identify building entry locations. The size and design of these treatments shall integrate with the overall building architecture.
    - 2. Windows should be incorporated into street facing facades except for those facades that are loading areas. Windows shall have functional two-way glass.
  - f. *Roof treatment.* Variations in roof lines should be used to add interest to and reduce the massive scale of large buildings. Rooftop equipment shall be designed to blend into the building or be concealed through the use of features such as parapets, mansard roofs, gable roofs, hip roofs, or dormers.
  - g. *Signage.* Signage both wall and freestanding, shall be consistent with the over all building design character. Sign area and height shall be as prescribed in division 10, article VI.
  - h. *Lighting.* A comprehensive lighting plan shall be developed for building and site lighting. Lighting shall not produce unnecessary glare or light pollution.
- (Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-904. Other requirements.**

The following shall also be required:

- (1) *Adaptability for reuse plan.*
  - a. The building design for a retail use shall demonstrate how the building is designed for adaptation to a multi-tenant building in the event of the abandonment of the large scale commercial store. The design may include, but is not limited to, compartmentalized construction, including plumbing, electrical, service, heating, ventilation, air conditioning and wall placement. The plans shall also demonstrate how the exterior of the building can be divided into separate tenancies, facades can be adapted to separate entrances, parking can be shared, and the exterior can be maintained as a multi-tenant building.
  - b. When a business relocates to another building, the owner shall not place restrictions on the use or occupancy of the previously occupied property through the use of deed restrictions, covenants, or other means which would encumber the

property's reuse in the open market. Every attempt shall be made by the owner to sell or lease the building to a use(s) allowed under zoning district requirements without prohibition of similar uses that may pose competition.

- (2) *Environmental review.* Large scale commercial development with buildings over 125,000 square feet are required to prepare an Environmental Assessment Worksheet (EAW) as prescribed by Minnesota Rules Chapter 4410. The city will serve as the responsible governmental unit (RGU) for review of the EAW unless otherwise assigned.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Secs. 30-905—30-949. Reserved.**

DIVISION 15. TELECOMMUNICATIONS TOWERS AND FACILITIES

**Sec. 30-950. Purpose and intent.**

(a) The Federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 ("the Act") grants the Federal Communications Commission exclusive jurisdiction over the regulation of the environmental effects of radio frequency emissions from telecommunications facilities and the regulation of radio signal interference among users of the radio frequency spectrum.

(b) Consistent with the Act, the regulation of towers and telecommunications facilities in the city will not have the effect of prohibiting any person from providing wireless telecommunications services. The general purpose of this section is to regulate the placement, construction, and modification of telecommunication towers and facilities in order to protect the health, safety and welfare of the public, while not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the city. In addition, this section recognizes the contractual control for the purpose of preserving public health, safety, and welfare that can be exercised over telecommunications facilities when those facilities are located on property owned or controlled by governmental entities. Specifically, the purposes of this section are:

- (1) To regulate the location of telecommunication towers and facilities;
- (2) To protect residential areas and land uses from potential adverse impacts of telecommunication towers and facilities;
- (3) To minimize adverse visual impacts of telecommunication towers and facilities through design, site, landscaping, and innovative camouflaging techniques;
- (4) To promote and encourage shared use and collocation of telecommunication towers and antenna support structures;



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0673      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 10/23/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approval of a Purchase Agreement with Blandin Foundation for the sale of the western portion of City property identified as Parcel Number 91-410-4010.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Purchase Agreement - City sale to Blandin Foundation](#)  
[Location Map](#)  
[Project Budget](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approval of a Purchase Agreement with Blandin Foundation for the sale of the western portion of City property identified as Parcel Number 91-410-4010.

**Background Information:**

In May of 2019, the City of Grand Rapids completed the sale of a 6.2-acre portion of the Sports Complex Park to Independent School District 318 as a site for one of two new elementary schools. The original development of the Sports Complex Park was partially funded by a Land and Water Conservation Fund (LWCF) grant provided through the National Park Service and administered by the Minnesota DNR. The grant stipulates that if any portion of the park is removed from use as a public park that it must be replaced with other parkland of equal value.

The purchase price of the property sold to the School District was determined by a professional appraisal to be \$93,500. From past discussions with the Blandin Foundation, the City understood the Foundation's interest in transferring ownership of the 1.4-acre Mississippi River (Blandin) Park, at the corner of Hwy. 169 and 1<sup>st</sup> St. SE, to the City. With that understanding, a certified professional appraisal was completed that determined a fair market value of \$97,500 for the Mississippi River (Blandin) Park, which was adequately equivalent to the value of the Sports Complex property to meet the LWCF grant requirements.

The Blandin Foundation additionally expressed a desire to obtain ownership of a City parcel on the north bank of the River, in front of the Foundation headquarters, as well as an interest in obtaining an easement to allow direct access between Foundation property and the Library parking lot stalls. A broker's opinion of value, prepared by Steve Welliver, Wellson Group, estimated the fair market value of the riverfront property and easement property at \$44,000 and \$51,000 respectively.

In the discussions with the Blandin Foundation on the topic of the City's purchase of the Mississippi River (Blandin) Park, it was recognized that certain improvements are needed at the Park, generally including: retaining wall replacement, lighting replacement, signage removal and replacement, as well as some areas of sidewalk replacement. The estimated cost of these improvements, including construction, engineering and contingency is \$238,000. On August 26, the Council authorized an application to the Blandin Foundation requesting a \$142,000 grant, for a portion of those improvement costs. The Blandin Foundation Board has approved the grant request.

The proposed actions before the City Council are:

- Consider approval of a purchase agreement with Blandin Foundation for the sale of the western portion of City property, Parcel Number 91-410-4010 for the estimated fair market value of \$44,000.
- Consider granting to the Blandin Foundation a perpetual non-exclusive ingress and egress easement over City property, Parcel Number 91-410-2620 for the estimated fair market value of \$51,000.
- Consider approval of a purchase agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550 for the appraised fair market value of 97,500.
- Consider a resolution accepting funds and approving a grant agreement with the Blandin Foundation to fund improvements to the Mississippi River Park in a total amount of \$142,000.

All of these actions are linked together through common contingencies expressed in the two purchase agreements, and, therefore should be considered in aggregate but approved through separate motions.

The City acquisition of the Park and the City cost for the balance of Park improvements will be funded with the combined income received through the sale of the Sport Complex parcel to the School District, the sale of the parcel and easement to the Foundation, the Foundation grant and approximately \$5,000 from the Parkland Dedication Fund.

**Requested City Council Action**

Consider approving a Purchase Agreement with Blandin Foundation for the sale of the western portion of City property identified as Parcel Number 91-410-4010.

## PURCHASE AGREEMENT

This Purchase Agreement is dated \_\_\_\_\_, 2019 (“Effective Date”), by and between the City of Grand Rapids (“City” or “Seller”), a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota, and the Charles K. Blandin Foundation (“Blandin” or “Buyer”), a nonprofit corporation organized under the laws of the State of Minnesota and located at 100 North Pokegama Avenue, Grand Rapids, Minnesota.

1. **Sale Price.** Seller agrees to sell to Buyer, for the sum of \$44,000, and other valuable consideration, the following property:

THE WESTERLY PORTION OF PARCEL NO. 91-410-4010, ITASCA COUNTY, WHICH IS DEPICTED BY OUTLINING ON EXHIBIT A (“Property”) (LEGAL DESCRIPTION TO FOLLOW)

Said purchase price shall include all improvements, fixtures and appurtenances on the Property, which shall be transferred with no additional monetary value, free and clear of all liens and encumbrances.

2. **Earnest Money.** Within three (3) days of the Effective Date, the Buyer shall deposit one hundred and no/100 dollars with the Seller as consideration for Seller entering into this Purchase Agreement (“Earnest Money”). The Earnest Money shall be non-refundable except as specifically provided below. The Earnest Money shall be applied to the Sale Price on the Closing Date.
3. **Subdivision.** The Property is the western portion of Parcel No. 91-410-4010, Itasca County (“Original Parcel”). The Original Parcel also includes non-contiguous land that is located east of the Property and Parcel No. 91-410-4030, which the Seller will retain. In order to convey the Property to Buyer, the Original Parcel must be subdivided. The Seller shall at Seller’s cost (1) engage a surveyor to create a legal description for the Property; and (2) obtain all governmental approvals necessary to convey fee simple marketable title to the Property to Buyer by Closing.
4. **Personal Property.** There is no personal property to be transferred to Buyer as part of this transaction.
5. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property subject only to the following exceptions:
  - (1) Building and zoning laws, ordinance, state and federal regulations;
  - (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
  - (3) Reservation of any minerals or mineral rights to the State of Minnesota;

(4) Utility and drainage easements which do not interfere with present improvements;  
and

(5) Covenants, conditions, restrictions and easements of record, if any.

**6. Real Estate Taxes/Assessments.** Seller represents and warrants that there are no real estate taxes or assessments levied against the property as Seller is a municipal corporation. Likewise, as Buyer is a charitable institution there will be no taxes or assessments levied following the sale of the property.

**7. Expenses.** Except as stated below, all expenses related to the use, maintenance and occupancy of the Property prior to the closing shall be paid by Seller. It shall be assumed the Buyer will own the Property for the entire date of the closing.

**8. Damage to the Property or Eminent Domain.** If there is any loss or damage to the Property between the date hereof and the date of closing, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the closing, Buyer may, at Buyer's option, terminate this Purchase Agreement in accordance with paragraph 11 below. If eminent domain proceedings are commenced prior to the Closing against all or any part of the Property, Seller shall immediately give written notice to Buyer, and Buyer shall have the right, at its option, to terminate this Agreement in accordance with paragraph 11 below.

**9. Contingencies.**

Seller's obligation to sell the Property is contingent upon the following conditions:

- a. The simultaneous sale and closing by Blandin Foundation to City of parcel nos. 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550, Itasca County, for the sale price of \$97,500 (legal description to follow); and
- b. A grant by Blandin Foundation to City in the amount of \$142,000 to be used solely for improvements to the property acquired by the City under the Purchase Agreement referenced in paragraph 9.a..

Buyer's obligation to purchase the Property is contingent upon the following conditions:

- c. A perpetual ingress/egress easement simultaneously granted by City to Blandin Foundation over and across parcel no. 91-410-2620, Itasca County, for the sum of \$51,000 (legal description to follow);
- d. That the City use the proceeds from the sale of the Property and the easement referenced in paragraph 9.c. solely toward improvements to the property acquired by the City in paragraph 9.a; and
- e. Seller shall, at Seller's cost, obtain all governmental approves necessary to subdivide the Property.



The City's obligations in Paragraph 9.b. and 9.d. shall survive closing and delivery of the deed.

- 10. Examination of Title.** Seller shall, at Seller's cost, within a reasonable time after acceptance of this Agreement, furnish an Abstract of Title or a Registered Property Abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments, liens and levied and pending special assessments or a title commitment for an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Sale Price, insuring Buyer's title to the Property. Seller shall use Seller's best efforts to provide fee simple marketable title subject only to the exceptions identified in Paragraph 5 above by the Closing Date. If Seller has not provided marketable title by the Closing Date, (a) Seller shall have an additional 30 days to make title marketable; or (b) Buyer may waive title defects by written notice to Seller; and (c) in addition to the 30-day extension, Buyer and Seller may agree to further extend the Closing Date. Lacking an extension or waiver by Buyer, or upon the expiration of the extension, either party may declare this Purchase agreement canceled by written notice to the other party, in which case this Purchase Agreement is canceled.
- 11. Cancellation or Termination of the Purchase Agreement.** If the Buyer fails to cure the breach of a Buyer obligation in the manner provided in this Purchase Agreement, Seller may cancel this Purchase Agreement with notice required by Minn. Stat. 559.21. Buyer may, in its sole discretion, terminate this Purchase Agreement prior to closing for any reason by giving Seller written notice. If Buyer terminates the Purchase Agreement due to Seller's breach of a Seller obligation under the Purchase Agreement, then the Seller shall refund the Earnest Money to Buyer.
- 12. Closing Date/Possession.** Closing shall occur on or before December 31, 2019, or at such other date as may be agreed to by the parties in writing ("Closing Date"). Closing shall take place at the offices of a third-party closing company selected by Seller, or at such other location as may be mutually agreeable in writing to the parties. Seller shall deliver possession of the Property on the date of closing.
- 13. Seller's Obligations at Closing.** At the Closing, Seller shall deliver to Buyer a duly executed warranty deed in recordable form, conveying to Buyer fee simple marketable title to the Property and all rights appurtenant, free and clear of all mortgages, liens and encumbrances not listed in Paragraph 5 above, together with a seller's affidavit, FIRPTA affidavit, evidence as to the authority of the persons executing documents on behalf of Seller, well certificate and all other documents reasonably necessary to consummate the transaction contemplated by this Purchase Agreement.
- 14. Buyer's Obligations at Closing.** At the Closing, Buyer shall pay to Seller the full amount of the Sale Price, as increased or decreased by prorations or adjustments set forth in this Agreement, and shall deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.
- 15. Closing Costs.** Seller and Buyer agree to the payment of costs in connection with the Closing as follows: (a) Seller and Buyer each will pay one-half of any reasonable and customary closing fees or charges imposed by the third-party closing company for closing

the transaction; (b) Seller shall pay all state deed tax for the recording of the deed; (c) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the deed conveying the Property to Buyer; and (d) any other costs required to be paid by Buyer or Seller by Closing pursuant to this Agreement.

**16. No Interest in Sidewalk.** There is a sidewalk located on the Property and the adjacent property to the east. The sidewalk is depicted on Exhibit A (“Sidewalk”). The Seller agrees that the Seller and the public have no right to or interest in the Sidewalk or the real property underlying the Sidewalk and hereby release any existing or future claim to any such right or interest. The Buyer may replace, demolish or otherwise change the Sidewalk or restrict access to the Sidewalk at any time. This Paragraph shall survive Closing and delivery of the deed.

**17. Representations and Warranties.** There are no representations or warranties made with regard to the Property except as set out in this Purchase Agreement.

**18. Time.** Time is of the essence for all provisions of this contract.

**19. Survival.** All of the warranties, representation and covenants of this Agreement shall survive and be enforceable after the closing.

**20. Successor and Assigns.** All provisions of this Agreement shall be binding on the new Buyer’s and Seller’s successors and assigns.

**21. Entire Agreement.** This Purchase Agreement constitutes the complete agreement between the parties regarding the purchase and sale of the Property and supersedes any prior oral or written agreements between the parties regarding the purchase and sale of the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any term of this Agreement will be effective unless in writing executed by the parties. The signatories to this Agreement represent that they are authorized to execute this Agreement.

**22. Seller’s Warranties:**

- (a) Seller does not know of a private sewer system on or serving the property.
- (b) This Purchase Agreement is not subject to a private sewer and well inspection addendum.
- (c) Seller does not know of any hazardous substances or underground storage tanks located on the property.
- (d) Seller represents that it is the fee owner of the Property.
- (e) Seller warrants that it has received no notice of any action, litigation, investigation or proceeding of any kind pending neither against Seller, nor to the best of Seller’s knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Property, or any part thereof.

- (f) All labor or material which has been or will be furnished to the Property have been fully paid for or will be fully paid for prior to the Closing so that no lien for labor or material rendered can be asserted against the Property.

**23. Brokerage Commissions.** Seller and Buyer each represent and warrant that it has not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Purchase Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Seller and Buyer agree to indemnify and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, the breach of its representation under this Paragraph and any claim for real estate commissions or costs resulting from the indemnifying party's actions in connection with this transaction not provided for above. These obligations of Seller and Buyer shall survive Closing or any termination of this Agreement.

**24. Miscellaneous:**

- (a) This Agreement represents the complete and final agreement of the parties regarding sale of the Property and supersedes any prior oral or written understanding. This Agreement may be amended only by a writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.
- (b) Buyer and Seller represent and warrant that the recitals contained herein are true and accurate as of the date of execution of this Agreement.
- (c) All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other)

To the Seller:                      City of Grand Rapids  
   Attn: Tom Pagel, City Administrator  
   420 No. Pokegama Ave.  
   Grand Rapids, MN 557644

To the Buyer:                      Charles K. Blandin Foundation  
   Attn: Daniel Lemm  
   100 No. Pokegama Ave.  
   Grand Rapids, MN 55744

**25. Effective Date of Agreement.** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

[Remainder of page intentionally blank; signature page follows]

**SELLER:  
CITY OF GRAND RAPIDS**

**BUYER:  
CHARLES K. BLANDIN FOUNDATION**

\_\_\_\_\_  
Seller                                  Date

\_\_\_\_\_  
Buyer    Date

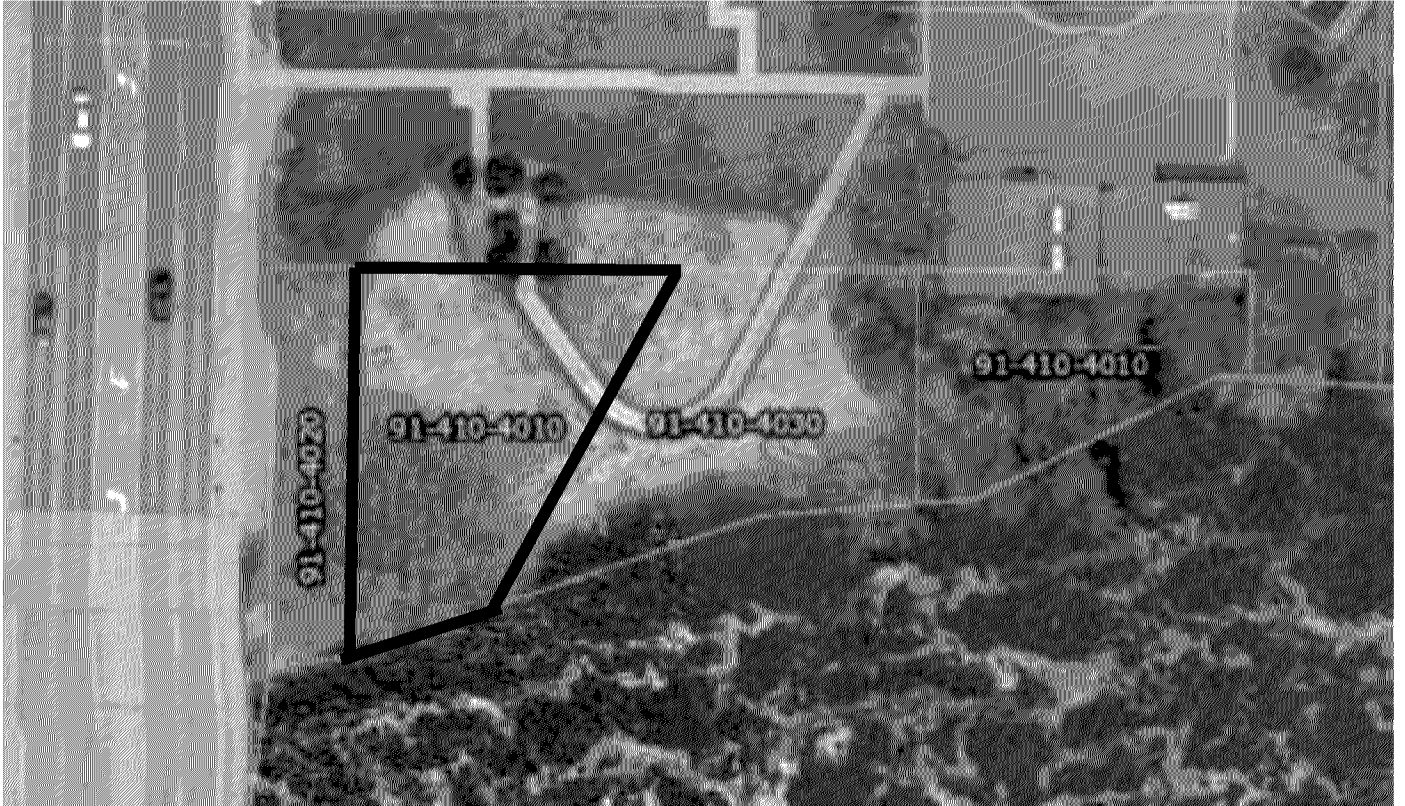
\_\_\_\_\_  
Seller                                  Date

\_\_\_\_\_  
Buyer    Date

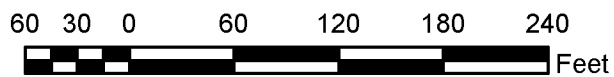
EXHIBIT A

Depiction of Property

(Western portion of Parcel No. 91-410-4010 only; Approximate Area Outlined)



# Location Map



**Project Budget**

**INCOME**

| <u>Source</u>  | <u>Amount</u>    |
|--|------------------|
| Sale of City riverfront parcel to Blandin Foundation | \$44,000         |
| Sale of City easement to Blandin Foundation          | \$51,000         |
| Blandin Foundation Park Improvement Grant            | \$142,000        |
| City Parkland Dedication Fund                        | \$5,000          |
| Sale of City Sports Complex Park to ISD #318         | \$93,500         |
|  | \$               |
|  | \$               |
|  | \$               |
|  | \$               |
|  | \$               |
|  | \$               |
|  | \$               |
|  | \$               |
| <b>Total Income</b>                                  | <b>\$335,500</b> |

**EXPENSES**

| <u>Item</u>                                       | <u>Amount</u>    | <u>%FT/PT</u> |
|---|------------------|---------------|
| City purchase of Mississippi River (Blandin) Park | \$97,500         |               |
| Improvements to Mississippi River (Blandin) Park  | \$238,000        |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   |                  |               |
|   | \$               |               |
| <b>Total Expense</b>                              | <b>\$335,500</b> |               |
| <b>Difference (Income less Expense)</b>           | <b>\$0</b>       |               |



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0674      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Community Development

**File created:** 10/23/2019      **In control:** City Council

**On agenda:** 10/28/2019      **Final action:**

**Title:** Consider approval of an Ingress and Egress Easement to the Blandin Foundation over City property, Parcel Number 91-410-2620.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Easement - City to Blandin Foundation](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approval of an Ingress and Egress Easement to the Blandin Foundation over City property, Parcel Number 91-410-2620.

**Background Information:**

(Refer to Background Information for Agenda Item 19-0673)

**Requested City Council Action**

Make a motion approving an Ingress and Egress Easement to the Blandin Foundation over City property, Parcel Number 91-410-2620.



## INGRESS AND EGRESS EASEMENT

THIS EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the City of Grand Rapids, a Minnesota municipal corporation (“Grantor”), and the Charles K. Blandin Foundation, a Minnesota Nonprofit Corporation, its successors and assigns (“Grantee”).

WITNESSETH: That Grantor, for and in consideration of the sum of Fifty-One Thousand Dollars and no Cents (\$51,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns for the benefit of the real property legally described on Exhibit A, a perpetual, non-exclusive easement and right-of-way for pedestrian and vehicular access upon, over and across real property in Itasca County, Minnesota, more particularly described as follows (“Easement Area”):

[NTD: LEGAL DESCRIPTION UNDER REVIEW]

Lots 7 and 8, Block 26, and the vacated alley adjacent to said Lots 7 and 8 and all lying within the Plat of Grand Rapids, Itasca County, Minnesota, LESS that part described as follows: Said description being delineated by the following-described line: Beginning at the northeast corner of Lot 3, Block 26, Plat of Grand Rapids thence along an assigned bearing on the prolongation of the north line of said Lot 3, South 89 degrees 45 minutes 59 seconds East a distance of 55.00 feet; thence North 0 degrees 19 minutes 11 seconds East a distance of 50.04 feet to a point on the prolongation of the north line of said Lot 24, Block 25; thence along said north line of Lot 24 South 89 degrees 45 minutes 59 seconds East a distance of 207.12 feet to a point on the north line of said Lot 1, Block 25; thence South 24 degrees 25 minutes 33 seconds East a distance of 53.80 feet; thence South 65 degrees 50 minutes 21 seconds West a distance of 367.69 feet to a point on the west line of said Lot 8, Block 26; thence along said west line North 0 degrees 19 minutes 11 seconds East a distance of 43.75 feet to a point on the centerline of the vacated east-west alley in said Block 26; thence along said centerline South 89 degrees 45 minutes 59 seconds East, a distance of 50.00 feet to a point on the east line of said Block 26; thence along said east line North 0 degrees 19 minutes 11 seconds East a distance of 107.00 feet to the point of beginning and there terminating.

This easement shall be only for the limited purpose of pedestrian and vehicular access, ingress and egress to and from the Benefitted Property.

Grantee will not erect any fence, wall, or any other type of structure or improvement upon or within said easement area without first obtaining written permission from Grantor, which shall not be unreasonably withheld.

Grantor shall be responsible for real estate taxes and assessments levied against the Easement Area. Grantor shall, at Grantor's cost, be responsible for maintaining the Easement Area in a good and clean condition, including snow and ice removal.

This instrument shall be binding and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

[Remainder of page intentionally blank; signature page follows]

**GRANTOR:  
CITY OF GRAND RAPIDS**

**GRANTEE:  
CHARLES K. BLANDIN FOUNDATION**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its: Mayor**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its: City Administrator**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF ITASCA )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public within and for said County and State, personally appeared \_\_\_\_\_ as Mayor, and \_\_\_\_\_ as City Administrator, of the City of Grand Rapids, a Minnesota municipal corporation, to me known to be the persons described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[seal]

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public within and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_, and \_\_\_\_\_ as \_\_\_\_\_, of the Charles K. Blandin Foundation, a Minnesota nonprofit corporation, to me known to be the persons described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[seal]

\_\_\_\_\_  
Notary Public

This instrument drafted by:

Chad B. Sterle, Esq. (AIN 288330)  
Sterle Law Office  
502 NW Fifth Ave.  
Grand Rapids, MN 55744  
Telephone: 218.326.9646

EXHIBIT A

Legal Description of Benefitted Property

[BLANDIN FOUNDATION TO OBTAIN AND INSERT LEGAL DESCRIPTIONS OF  
ADJACENT BENEFITTED PROPERTY]



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0675      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 10/23/2019      **In control:** City Council  
**On agenda:** 10/28/2019      **Final action:**  
**Title:** Consider approval of a Purchase Agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Purchase Agreement - Blandin F. sale to City](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approval of a Purchase Agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550

**Background Information:**

(Refer to Background Information in Agenda Item 19-0673)

**Requested City Council Action**

Make a motion approving a Purchase Agreement with Blandin Foundation for the purchase of Blandin Foundation property (Mississippi River Park), Parcel Numbers: 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550

## PURCHASE AGREEMENT

This Purchase Agreement is dated \_\_\_\_\_, 2019 (“Effective Date”), by and between the Charles K. Blandin Foundation (“Blandin” or “Seller”), a nonprofit corporation organized under the laws of the State of Minnesota and located at 100 North Pokegama Avenue, Grand Rapids, Minnesota, and the City of Grand Rapids (“City” or “Buyer”), a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota.

- 1. Sale Price.** Seller agrees to sell to Buyer, for the sum of \$97,500 and other valuable consideration, the following property:

(Parcel Nos. 91-410-4510, 91-410-4520, 91-410-4530, 91-410-4540 and 91-410-4550, Itasca County, which is depicted by outlining on Exhibit A (“Property”) (LEGAL DESCRIPTION TO FOLLOW))

Said purchase price shall include all improvements, fixtures and appurtenances on the property, which shall be transferred with no additional monetary value, free and clear of all liens and encumbrances.

- 2. Earnest Money.** Within three (3) days of the Effective Date, the Buyer shall deposit one hundred and no/100 dollars with the Seller as consideration for Seller entering into this Purchase Agreement (“Earnest Money”). The Earnest Money shall be non-refundable except as specifically provided below. The Earnest Money shall be applied to the Sale Price on the Closing Date.
- 3. Personal Property.** There is no personal property to be transferred to Buyer as part of this transaction.
- 4. Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property subject only to the following exceptions:
  - (1) Building and zoning laws, ordinance, state and federal regulations;
  - (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
  - (3) Reservation of any minerals or mineral rights to the State of Minnesota;
  - (4) Utility and drainage easements which do not interfere with present improvements;  
and
  - (5) Covenants, conditions, restrictions and easements of record, if any.
- 5. Real Estate Taxes/Assessments.** There are no real estate taxes or assessments levied against the property as Seller is a charitable institution. Likewise, as Buyer is a municipal corporation there will be no taxes or assessments levied following the sale of the property.

6. **Expenses.** Except as stated below, all expenses related to the use, maintenance and occupancy of the Property prior to the closing shall be paid by Seller. It shall be assumed the Buyer will own the Property for the entire date of the closing.
7. **Damage to the Property or Eminent Domain.** If there is any loss or damage to the Property between the date hereof and the date of closing, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the closing, Buyer may, at Buyer's option, terminate this Purchase Agreement in accordance with paragraph 10 below. If eminent domain proceedings are commenced prior to the Closing against all or any part of the Property, Seller shall immediately give written notice to Buyer, and Buyer shall have the right, at its option, to terminate this Agreement in accordance with paragraph 10 below.
8. **Contingencies.** This transaction is contingent upon the following conditions:

Seller's obligation to sell the Property is contingent upon the following conditions:

- a. A perpetual ingress/egress easement simultaneously granted by City to Blandin Foundation over and across parcel no. 91-410-2620, Itasca County, for the sum of \$51,000 (legal description to follow); and
- b. That the City use the proceeds from the sale of the Property and the easement referenced in paragraph 8.a. above solely toward improvements to the Property.

Buyer's obligation to purchase the Property is contingent upon the following conditions:

- c. The simultaneous sale and closing by City to Blandin Foundation of the westerly portion of parcel no. 91-410-4010 for the sale price of \$44,000 (legal description to follow).
- d. A grant by Blandin Foundation to City in the amount of \$142,000 to be used solely for improvements to the Property.

The City's obligations in Paragraph 8.b. and 8.d. shall survive closing and delivery of the deed.

9. **Examination of Title.** Seller shall, at Seller's cost, within a reasonable time after acceptance of this Agreement, furnish an Abstract of Title or a Registered Property Abstract, certified to date to include proper searches covering bankruptcies, state and federal judgments, liens and levied and pending special assessments or a title commitment for an ALTA 2006 Owner's Policy of Title Insurance, in the amount of the Sale Price, insuring Buyer's title to the Property. Seller shall use Seller's reasonable efforts to provide fee simple marketable title subject only to the exceptions identified in Paragraph 5 above by the Closing Date. If Seller has not provided marketable title by the Closing Date, (a) Seller shall have an additional 30 days to make title marketable; or (b) Buyer may waive title defects by written notice to Seller; and (c) in addition to the 30-day extension, Buyer and Seller may agree to further extend the Closing Date. Lacking an extension or waiver by Buyer, or upon the expiration of the extension, either party may declare this Purchase agreement

canceled by written notice to the other party, in which case this Purchase Agreement is canceled.

- 10. Cancellation or Termination of the Purchase Agreement.** If the Buyer fails to cure the breach of a Buyer obligation in the manner provided in this Purchase Agreement, Seller may cancel this Purchase Agreement with notice required by Minn. Stat. 559.21. Buyer may, in its sole discretion, terminate this Purchase Agreement prior to closing for any reason by giving Seller written notice. If Buyer terminates the Purchase Agreement due to Seller's breach of a Seller obligation under the Purchase Agreement, then the Seller shall refund the Earnest Money to Buyer.
- 11. Closing Date/Possession.** Closing shall occur on or before December 31, 2019, or at such other date as may be agreed to by the parties in writing ("Closing Date"). Closing shall take place at the offices of a third-party closing company selected by Seller, or at such other location as may be mutually agreeable in writing to the parties. Seller shall deliver possession of the Property on the date of closing.
- 12. Seller's Obligations at Closing.** At the Closing, Seller shall deliver to Buyer a duly executed warranty deed in recordable form, conveying to Buyer fee simple marketable title to the Property and all rights appurtenant, free and clear of all mortgages, liens and encumbrances not listed in Paragraph 5 above, together with a seller's affidavit, FIRPTA affidavit, evidence as to the authority of the persons executing documents on behalf of Seller, well certificate and all other documents reasonably necessary to consummate the transaction contemplated by this Purchase Agreement.
- 13. Buyer's Obligations at Closing.** At the Closing, Buyer shall pay to Seller the full amount of the Sale Price, as increased or decreased by prorations or adjustments set forth in this Agreement, and shall deliver to Seller all other documents reasonably necessary to consummate the transaction contemplated by this Agreement.
- 14. Closing Costs.** Seller and Buyer agree to the payment of costs in connection with the Closing as follows: (a) Seller and Buyer each will pay one-half of any reasonable and customary closing fees or charges imposed by the third-party closing company for closing the transaction; (b) Seller shall pay all state deed tax for the recording of the deed; (c) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted by Seller in this Agreement and Buyer will pay the cost of recording the deed conveying the Property to Buyer; and (d) any other costs required to be paid by Buyer or Seller by Closing pursuant to this Agreement.
- 15. Representations and Warranties.** There are no representations or warranties made with regard to the Property except as set out in this Purchase Agreement or any attached Addenda to the Agreement.
- 16. Time.** Time is of the essence for all provisions of this contract.
- 17. Survival.** All of the warranties, representation and covenants of this Agreement shall survive and be enforceable after the closing.



**18. Successor and Assigns.** All provisions of this Agreement shall be binding on the new Buyer's and Seller's successors and assigns.

**19. Entire Agreement.** This Purchase Agreement constitutes the complete agreement between the parties regarding the purchase and sale of the Property and supersedes any prior oral or written agreements between the parties regarding the purchase and sale of the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any term of this Agreement will be effective unless in writing executed by the parties. The signatories to this Agreement represent that they are authorized to execute this Agreement.

**20. Seller's Warranties:**

- (a) Seller does not know of a private sewer system on or serving the property.
- (b) This Purchase Agreement is not subject to a private sewer and well inspection addendum.
- (c) Seller does not know of any hazardous substances or underground storage tanks located on the property.
- (d) Seller represents that it is the fee owner of the Property.
- (e) Seller warrants that it has received no notice of any action, litigation, investigation or proceeding of any kind pending neither against Seller, nor to the best of Seller's knowledge is any action, litigation, investigation, or proceeding pending or threatened against the Subject Premises, or any part thereof.
- (f) All labor or material which has been or will be furnished to the Property have been fully paid for or will be fully paid for prior to the Closing so that no lien for labor or material rendered can be asserted against the Property.

**21. 18. Brokerage Commissions.** Seller and Buyer each represent and warrant that it has not been involved with any real estate brokers or agents on its behalf in connection with the transaction contemplated under this Purchase Agreement and that no commissions or costs are owed or being paid to any real estate broker or agent in connection with this transaction. Seller and Buyer agree to indemnify and hold harmless the other party from any loss, liability, cost, damage or expense resulting from, or relating to, the breach of its representation under this Paragraph and any claim for real estate commissions or costs resulting from the indemnifying party's actions in connection with this transaction not provided for above. These obligations of Seller and Buyer shall survive Closing or any termination of this Agreement.

**22. Miscellaneous:**

- (a) This Agreement represents the complete and final agreement of the parties regarding sale of the Property and supersedes any prior oral or written understanding. This Agreement may be amended only by a writing executed by both parties. This Agreement shall be binding on the parties hereto, their successors and assigns.

- (b) Buyer and Seller represent and warrant that the recitals contained herein are true and accurate as of the date of execution of this Agreement.
- (c) All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, certified mail, return receipt requested, to the following addresses (or such other addresses as either party may notify the other)

To the Seller:           City of Grand Rapids  
                                  Attn: Tom Pagel, City Administrator  
                                  420 No. Pokegama Ave.  
                                  Grand Rapids, MN 557644

To the Buyer:           Charles K. Blandin Foundation  
                                  Attn: Daniel Lemm  
                                  100 No. Pokegama Ave.  
                                  Grand Rapids, MN 55744

**23. Effective Date of Agreement.** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

[Remainder of page intentionally blank; signature page follows]



Exhibit A

Depiction of the Property

(Approximate Area Outlined)





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 19-0676      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Community Development

**File created:** 10/23/2019      **In control:** City Council

**On agenda:** 10/28/2019      **Final action:**

**Title:** Consider approval of a resolution accepting a grant from the Blandin Foundation and authorize the Mayor to execute the grant agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution accepting Blandin Foundation grant](#)  
[Blandin Foundation Grant Agreement](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider approval of a resolution accepting a grant from the Blandin Foundation and authorize the Mayor to execute the grant agreement.

**Background Information:**

(Refer to Background Information for Agenda Item 19-0673)

**Requested City Council Action**

Make a motion approving a resolution accepting a grant from the Blandin Foundation and authorize the Mayor to execute the grant agreement.

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

CITY OF GRAND RAPIDS, MINNESOTA  
RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$142,000.00 GRANT FROM THE BLANDIN FOUNDATION FOR IMPROVEMENTS TO THE MISSISSIPPI RIVER PARK, LOCATED AT THE INTERSECTION OF HWY 169 AND 1<sup>ST</sup> STREET SE

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 \$142,000.00 grant award from the Blandin Foundation for improvements to the Mississippi River Park in the City of Grand Rapids.

Adopted this 28<sup>th</sup> day of October 2019.

\_\_\_\_\_  
Dale Adams, Mayor

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

Councilmember \_\_\_\_\_ 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.

**Blandin Foundation  
Grant Agreement**

This Agreement, made and executed this 23th day of September 2019, by and between the Blandin Foundation (hereinafter referred to as “Foundation”) and City of Grand Rapids (hereinafter referred to as “Grantee”).

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth.

- I. **PURPOSE AND TERMS OF THE GRANT.** The grant shall be used solely for the purposes described in the grant application submitted by Grantee and reviewed and approved at the September 15, 2019 Board meeting. Grantee shall perform its obligations under this Agreement and expend grant funds in accordance with the budget submitted with the proposal. **The grant agreement must be completed and returned to the Blandin Foundation before grant funds are disbursed.**
  
- II. **GRANT AMOUNT AND PERIOD.** The maximum amount the Foundation will disburse under this Agreement is \$142,000. Grantee shall perform this grant for the period October 01, 2019 – November 1, 2020. Disbursements under the grant are subject to compliance with the conditions of this Agreement.
  
- III. **USE OF GRANT FUNDS.** The grant (and all income earned upon investment of the grant, hereinafter together referred to as the “grant funds”) shall be used exclusively for the purposes specified herein and approved by the Foundation. The following conditions apply:
  - (A) Grantee has ratified and affirmed that it is an organization that is both exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) or a unit of government and classified as a *nonprivate* foundation under IRC Sections 509(a)(1), (2) or (3).
  - (B) Grantee will utilize the grant funds only for charitable and/or educational activities consistent with its tax-exempt or government status described above.
  - (C) Grantee agrees that it will not intervene in any campaign for elective public office, or support or oppose any political party, by expenditure of any resource (including volunteered labor) or in any other way. Grantee also agrees that it will not undertake propaganda or attempt to influence legislation outside the limits of IRC Section 501(c)(3) or more specifically, if applicable, IRC Sections 501(h) and 4911.
  - (D) The grant has not been earmarked to support or carry on any lobbying. If the grant is restricted to a specific project, grantee has submitted a budget for the entire project’s operation and affirms that the project’s budget accurately reflects Grantee’s intentions to expend at least the amount of this grant on the non-lobbying portion of the project.

- (E) Grantee will inform the Foundation immediately of any change in, or IRS proposal to revoke (whether or not appealed), its tax-exempt status or its nonprivate foundation classification.
- (F) This grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses intentions to remit expenditures to third parties. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.

**IV. DISBURSEMENT OF GRANT FUNDS.** The Foundation shall disburse grant funds as follows, provided that the Foundation reserves the right to delay or withhold a scheduled disbursement if progress or reporting on the project is not satisfactory or the project requires less funding than originally budgeted, as determined in accordance with the interim report(s) and final report submitted by Grantee in accordance with Term V. Satisfactory progress will be determined at the sole discretion of the Foundation, and will be assessed as progress toward stated goals within the project timeline and receipt of timely progress and financial reports. Unsatisfactory progress will be communicated to the Grantee and a plan for addressing any deficiencies in progress will be negotiated between the Foundation and the Grantee.

**Upon receipt of the signed grant agreement, this grant will be scheduled to be paid out on or about:**

**October 24, 2019**

**\$ 142,000**

Grant funds will be transferred electronically.

Grantee will be requested to return any unexpended grant funds to the Foundation at the close of the grant period, unless other arrangements have been made with the Foundation.

**V. REPORTING REQUIREMENTS - MAINTENANCE OF RECORDS.** The Foundation will evaluate the success of the Grantee's activities on the basis of the goals that were outlined in the grant application and on a number of specific indicators the Foundation is tracking on its grants. We understand the general goals of the grant to be:

- Make Mississippi Park improvements including retaining wall repairs, concrete sidewalk upgrades, lighting improvements, and changes to fencing, plantings and signage.

Grantee shall provide to the Foundation reports relating to this grant pursuant to guidelines and formats in effect at the time the report is due (these reporting requirements and formats may be changed from time to time by the Foundation at its discretion). To assist you in your evaluation work and reports to the Foundation on the progress that is being made on the grant's goals and overall to the end of accomplishing the grant's purposes, please refer to the instructions for completion of the Narrative and Grant Revenue and Expense Worksheet. A copy of these instructions, and the worksheet, can be accessed on our website at



<http://grants.blandinfoundation.org/report-forms/> The schedule upon which reports will be due is as follows:

**Final Report: December 01, 2020**

**Documentation.** The Grantee agrees to maintain records consistent with generally accepted accounting principles to account for the funds received under this grant and to identify how they have been expended. Grantee agrees to maintain documentation of expenditures and activities at its own expense and at its own offices for a period of no less than six years after the expiration of the grant period. Grantee agrees to make records of such documentation available to the Foundation at reasonable times upon the Foundation's request.

**Audit.** If the Grantee has an independent opinion provided on its financial statements (i.e., an "audit") for any period in which it has received grant funds or made disbursements therefrom, Grantee agrees to provide a copy of those audited financial statements within two weeks of the acceptance of the audit by the Grantee's Board of Directors.

- VI. PUBLICITY.** To help the public gain awareness, both of this project and the Blandin Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures, web site or publicity you generate about your project. Please contact the Blandin Foundation's communications staff at 218-326-0523 for questions about developing public awareness of your grant or to obtain logos as you may need them.

In addition, the Blandin Foundation regularly communicates with its many stakeholders and audiences about its grant activities. As part of this effort, Foundation staff may wish to obtain additional information about and/or photograph/videotape various aspects of your project for use in Foundation communications tools. These may include the Foundation Web site, public reports including the annual report, news releases, brochures or other printed materials and board tours. Foundation staff would contact and coordinate with the key contact listed on the grant application to make arrangements.

- VII. WITHHOLDING OF FUNDS - TERMINATION.** This Agreement may be terminated at any time by either party in writing. Any use by the Grantee of the grant proceeds for any purpose other than as specified herein will terminate the Foundation's obligation to make further payments under this Agreement. In addition, the Foundation may, at its sole option, terminate this Agreement at any time if:

- I. Grantee receives notice of any proposed revocation of Grantee's tax-exempt status or reclassification to other than *nonprivate* foundation status by the Internal Revenue Service or if Grantee loses status as an organization in good standing with any State authority.
- II. In the Foundation's judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with conditions in this Agreement.
- III. The Foundation reserves the right as to any moneys not yet paid under this

Agreement, to withhold payment if the Grantee fails to submit to it any report or reports required hereunder. Said withheld payment or payments may be later released, but only at the discretion of the Foundation. Upon final termination of this Agreement, the Grantee shall promptly, upon the request of the Foundation, repay to the Foundation all expected grant funds, and the Grantee shall not be entitled to any further funds under this grant.

**VIII. NON-WAIVER BY CONDUCT.** The failure of either party to complain of any default by the other party or to enforce any of such party’s rights, no matter how long such failure may continue, will not constitute a waiver of the party’s rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

**IX. GOVERNING LAW AND VENUE; AMENDMENTS; ENTIRE AGREEMENT.** This Agreement and any executed amendments hereto shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a court of competent jurisdiction in Itasca County. This Agreement and Grantee’s performance hereunder may only be amended in writing and are only effective if signed by both parties. This Agreement, with any executed amendments, constitutes the entire agreement between the parties with regard to the matters set forth herein.

**X. COPYRIGHTS, PATENTS.** If it is anticipated that intellectual property issues will result from this grant, specific understandings should be negotiated as part of this grant agreement. Unless otherwise agreed, intellectual property rights resulting from the grant may be copyrighted by grantee subject to the right of first refusal to copyright such materials by the Blandin Foundation.

**XI. PROPERTY RIGHTS.** In regard to personal and real property acquired with grant proceeds, it is expected that in the event of a grantee ceasing to use such property for the purposes outlined in the grant agreement, that such property or the proceeds from sale or lease of said property be directed to a consistent charitable purpose in the same geographic area.

CITY OF GRAND RAPIDS

BLANDIN FOUNDATION

\_\_\_\_\_  
Signature of Officer

DocuSigned by:  
*Sonja Merrill*  
\_\_\_\_\_  
Sonja Merrill, Director of Grants

\_\_\_\_\_  
Title

**BLANDIN FOUNDATION  
Grant Report Guidelines**

*Please provide brief answers to the questions below, keeping your report to no more than 4 pages. If you would like further clarification please feel free to contact Linda Gibeau or Sonja Merrild of the Foundation staff at (877) 882-2257.*

**1. Grant Goals and Outcomes**

Please restate the goals outlined in your grant agreement.

Please tell us what happened as a result of this grant?

How did your organization include the voices and perspectives of the population it seeks to serve (advisory boards, board membership, staff role, or other methods)?

**2. Lessons Learned:**

- a. What lessons learned have you drawn from this effort?
- b. Have you made significant revisions to your goals as a consequence?
- c. If you were to do things over, what would you do differently?
- d. Is there anything else you would like the Foundation to be aware of?

**3. What resources were leveraged from sources other than the Blandin Foundation?**

Monetary Contributions:

\_\_\_\_\_

In-kind:

Volunteer Hours

\_\_\_\_\_

Space

\_\_\_\_\_

Equipment and material

\_\_\_\_\_

Other (Describe and value)

\_\_\_\_\_

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, would you please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_ - \_\_\_\_\_

E-mail address \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: A3948498D9DF49E4A52B5AD22C902E5B  
 Subject: Please DocuSign: Grant Agreement-Mississippi River Park.doc  
 Source Envelope:  
 Document Pages: 7 Signatures: 2  
 Certificate Pages: 1 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:  
 LuAnn Robinson  
 100 North Pokegama Avenue  
 Grand Rapids, MN 55744  
 lrobinson@blandinfoundation.org  
 IP Address: 206.145.1.1

**Record Tracking**

Status: Original  
 9/23/2019 7:47:14 AM  
 Holder: LuAnn Robinson  
 lrobinson@blandinfoundation.org

Location: DocuSign

**Signer Events**

Sonja Merrilld  
 smmerrild@blandinfoundation.org  
 Director of Grants  
 Charles K. Blandin Foundation  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 348FF4B839F44EE...

Signature Adoption: Pre-selected Style  
 Using IP Address: 104.219.198.98

**Timestamp**

Sent: 9/23/2019 7:56:29 AM  
 Viewed: 9/25/2019 7:29:06 AM  
 Signed: 9/25/2019 7:30:32 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Tom Pagel  
 tpagel@ci.grand-rapids.mn.us  
 Security Level: Email, Account Authentication  
 (None)

Sent: 9/25/2019 7:30:33 AM  
 Viewed: 9/25/2019 9:01:26 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

**Witness Events**

Signature

Timestamp

**Notary Events**

Signature

Timestamp

**Envelope Summary Events**

Status

Timestamps

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked

9/25/2019 7:30:33 AM  
 9/25/2019 9:01:26 AM

**Payment Events**

Status

Timestamps



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 19-0680      **Version:** 1      **Name:** Consider appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist with the Grand Rapids Police Department.

**Type:** Agenda Item      **Status:** Administration Department

**File created:** 10/24/2019      **In control:** City Council

**On agenda:** 10/28/2019      **Final action:**

**Title:** Consider appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist with the Grand Rapids Police Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consider appointing Rebecca Sutherland to the position of part-time Records Technician/Transcriptionist with the Grand Rapids Police Department.

**Background Information:**

The City Council previously authorized City staff to begin the process of filling a part-time Records Technician/Transcriptionist position. A job description was adopted, the position was posted, and interviews were held on October 22, 2019. The interview committee consisting of Assistant Chief of Police Steve Schaar, Administrative Sergeant Bob Stein, and Director of Human Resources Lynn DeGrio are recommending the appointment of Rebecca Sutherland to the position effective December 2, 2019.

Rebecca (Becky) graduated from Grand Rapids High School and attended Itasca Community College, where she has taken computer, typing, and transcription classes. She worked as a Medical Receptionist for Northern Pines Orthopaedic Clinic until September 2018, when she became a Teacher Assistant for Our Redeemer Little Lamb Preschool, the position she currently holds. Her background has provided her with the organizational and multi-tasking skills necessary as well as the importance of confidentiality for this position.

This will be a part-time Class 2 Clerical union position (20-28 hours per week) and will accrue Flexible Time Off and be paid Holiday pay on a prorated basis based on the actual hours worked by the part-time employee. The hiring is subject to City Council approval, a background check, drug test, psychological exam, and typing test with a minimum of 50 net words per minute.

**Staff Recommendation:**

The interview committee consisting of Assistant Chief of Police Steve Schaar, Administrative Sergeant Bob Stein, and Director of Human Resources Lynn DeGrio are recommending the appointment of Rebecca Sutherland to the position of Records Technician/Transcriptionist effective December 2, 2019.

**Requested City Council Action**

Make a motion to appoint Rebecca Sutherland to the part-time position of Records Technician/Transcriptionist at a starting wage of \$19.01 per hour per the Clerical Union contract effective December 2, 2019.