



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, October 14, 2019

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, October 14, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

PRESENTATIONS/PROCLAMATIONS

19-0650 Service Dogs for Veteran's Day
Attachments: [Service Dogs for Veterans.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

19-0628 Consider approving Council minutes for Monday, September 23, 2019 Worksession and Regular meetings.
Attachments: [September 23, 2019 Worksession.pdf](#)
[September 23, 2019 Regular Meeting.pdf](#)
[September 27, 2019 Special Meeting.pdf](#)

VERIFIED CLAIMS

19-0649 Consider approving the verified claims for the period September 17, 2019 to October 7, 2019 in the total amount of \$1,178,657.90.
Attachments: [City Council Bill List 10-14-19.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. **19-0620** Consider authorizing the Mayor to sign State and Local Lease Addendum for Marco Technologies.
Attachments: [Marco Addendum.pdf](#)

2. **19-0633** Consider approving the 2020-2022 Bargaining Unit Contracts.
Attachments: [FINAL - 2020 to 2022 labor agreement \(Clerical\) \(ready for signing\)](#)
[FINAL - 2020 to 2022 labor agreement \(ready for signing\)](#)
[UPDATED DRAFT 2020-2022 labor agreement](#)
[UPDATED DRAFT 2020-2022 labor agreement \(redlined\)](#)

3. **19-0635** 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.

4. **19-0636** 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.

5. **19-0638** 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.
Attachments: [IRRRB Demo Resolution- 2019](#)

6. **19-0641** Consider authorizing City Staff to utilize E-Verify.
Attachments: [MOUforEVerifyEmployer](#)

7. **19-0642** Consider approving facility use agreement with Zion Lutheran Church for 2020 Elections.
Attachments: [Zion Lutheran Facility Use.pdf](#)

8. **19-0643** 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.
Attachments: [Resolution Accepting IRRR development infrastructure grant](#)
[Grant Agreement \(unsigned\)](#)
[Exhibits Final Grand Rapids North Homes 2020 \(1\)](#)

9. **19-0644** Consider approving Final Payment for CP 2011-3, 2018 Northeast Improvements.

Attachments: [PayEst13-Final](#)

10. [19-0645](#) 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.

Attachments: [Resolution Accepting IRRR development infrastructure grant](#)
[IRRR Grant Agreement \(unsigned\)](#)
[Exhibits Final Grand Rapids Housing 2020](#)

11. [19-0646](#) Consider approving the hiring of regular part-time employees at the IRA Civic Center / Parks and Recreation Department.

12. [19-0647](#) 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.

Attachments: [PD LandM K-9 Prog Res](#)
[Charity Donation Letter - GR](#)

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.

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 28, 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 #: 19-0650 **Version:** 1 **Name:** Veterans Service Dogs
Type: Agenda Item **Status:** Filed
File created: 10/10/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Service Dogs for Veteran's Day
Sponsors:
Indexes:
Code sections:
Attachments: [Service Dogs for Veterans.pdf](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Received and Filed	

Service Dogs for Veteran's Day

PROCLAMATION

SERVICE DOGS FOR VETERANS DAY

WHEREAS: the primary objective of this event is to increase awareness and education regarding the rights and responsibilities of service dogs and their Veterans; and

WHEREAS: heretofore there has been little education regarding the rights and responsibilities of service dogs and their Veterans; and

WHEREAS: the contributions of service dogs have been previously unrecognized in the areas of advocacy for Veterans and for those with visible and invisible disabilities; and

WHEREAS: the activities, programs and ceremonies of this day represent a commitment to increased awareness and education regarding service dogs and their Veterans and the respect, dignity and access rights to which they are entitled.

NOW THEREFORE, BE IT RESOLVED: that I, Dale Adams, Mayor of The City of Grand Rapids, Minnesota, do hereby proclaim October 22, 2019 to be Service Dogs for Veterans Day and encourage all residents to recognize the enduring value, rights and responsibilities of Veterans and their Service Dogs and join in celebrating this day.

IN WITNESS WHEREOF, I have hereto
subscribed my name and the seal of the
City of Grand Rapids, Minnesota, this
14th day of October, Two thousand and
nineteen.

Dale Adams, Mayor
City of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0628 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Passed
File created: 9/25/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving Council minutes for Monday, September 23, 2019 Worksession and Regular meetings.

Sponsors:

Indexes:

Code sections:

Attachments: [September 23, 2019 Worksession.pdf](#)
[September 23, 2019 Regular Meeting.pdf](#)
[September 27, 2019 Special Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved As Presented	Pass

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



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, September 23, 2019

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, September 23, 2019 at 4:16 PM in City Hall, Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Others present:

Tom Pagel, Chad Sterle, Julie Kennedy, Barb Baird, Steve Schaar

Discussion Items

1. Riverfront Trail discussion - Anna Johnson, Get Fit Itasca

Anna Johnson, Get Fit Itasca and Russell Habermann, ARDC discuss recently received AARP Grant and plans for using part of the funds for interpretative signage along the Riverfront Trail. Council members provided feedback on different styles including focus on wayfinding, culture, history, education and accessibility.

Received and Filed

2. Review 5:00 PM Regular Meeting

Upon review, item #3 from Consent is pulled to the regular agenda as item #17a, acknowledged addition of item #13a and noted language change to item #19 to include under Requested Council Action: "contingent upon City Attorney approval of declarations." No other changes or additions are noted.

ADJOURN

There being no further business, the meeting adjourned at 4:39 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, September 23, 2019

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, September 23, 2019 at 5:00 p.m. in City Hall, Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Staff present:

Tom Pagel, Chad Sterle, Julie Kennedy, Eric Trast, Lynn DeGrio, Rob Mattei, Steve Schaar, Will Richter, Barb Baird

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Toven provided update on current status of HRA merger.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, September 9, 2019 Worksession and Regular meetings.

A motion was made by Councilor Dale Christy, second 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 3, 2019 to September 16, 2019 in the total amount of \$1,148,338.52, of which \$29,385 are bond payments.

A motion was made by Councilor Dale Christy, second by Councilor Michelle

Toven, to approve the verified claims as presented. The motion carried by the following vote.

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

CONSENT AGENDA

1. Consider adopting amended job descriptions for Police Department support staff.
Approved by consent roll call
2. Consider amending the job description for Airport Maintenance Lead.
Approved by consent roll call
4. Consider adoption of Draft (Revised) City of Grand Rapids Personnel Policy Manual.
Approved by consent roll call
5. Consider a Memorandum of Understanding (MoU) between the City of Grand Rapids and the MacRostie Art Center.
Approved by consent roll call
6. Consider Memorandum of Understanding with Itasca Community College with regard to the reporting, investigation and sharing information on sexual assaults cases.
Approved by consent roll call
7. Consider adopting a resolution accepting a donation of \$100.00 from Robert and Linda Stein of Grand Rapids to the Police Department's K-9 program.
Adopted Resolution 19-85 by consent roll call
8. Consider allowing the Police Department to solicit bids for two (2) 2020 Ford Police Interceptor Utility SUV's to replace a 2012 Dodge Durango K-9 SUV and a 2011 Dodge Charger patrol vehicle.
Approved by consent roll call
9. Consider authorizing the Police Department to sell a used 2009 Dodge Charger Police Squad Car to Arrowhead Regional Law Enforcement Training/Hibbing Community College for \$1,800.00.
Approved by consent roll call
10. Consider adopting a resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Adopted Resolution 19-86 by consent roll call

11. Consider authorizing staff to execute Prime Contract Change Order #002 for City Hall Security Project.
Approved by consent roll call
12. Consider authorizing staff to solicit quotes for electrical upgrades, door and window replacement, plumbing upgrades, and removal and infill of a door at the Fire Hall.
Approved by consent roll call
13. Consider approving the hiring of seasonal and regular part-time employees at the Civic Center / Parks and Recreation Department.
Approved by consent roll call
- 13a. Consider approving letter of support for IRRRB Regional Trail Grant for the City of Cohasset.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, to approve the Consent agenda as amended. The motion carried by the following vote

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

SETTING OF REGULAR AGENDA

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

14. Review and acknowledge approved minutes for Boards & Commissions.
- August 14 & 27, 2019 - PUC*
August 6, 2019 - Arts & Culture
August 20, 2019 Golf Board
June 25, June 27 & August 22, 2019 GREDA
- Reviewed and acknowledged minutes for Boards & Commissions.**

DEPARTMENT HEAD REPORT

15. Public Utilities Commission - Julie Kennedy, General Manager

Julie Kennedy, General Manager, provides overview of PUC including organizational structure/reorganization, staffing, community activities, new meter project, and re-purposing equipment from old wastewater plant. Other highlights included the service line warranty program, outage management, noting the number to call to report an outage, River Road area acquisition, new Tioga substation, new PUC logo and public power week.

Received and Filed

FINANCE DEPARTMENT

16. Consider approving a resolution adopting the 2019 proposed levy/collectable 2020 and setting December 2, 2019 at 6:00 p.m. to discuss the proposed budget, levy and allow for public comment and December 16, 2019 for the subsequent meeting to adopt the final levy and budget.

Reviewed proposed 2019 levy, payable in 2020, noting certification to County due 9/30/19.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, to adopt Resolution 19-87, adopting the 2019 proposed levy. The motion carried by the following vote.

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

ADMINISTRATION DEPARTMENT

17. Consider appointing Michael Randall to the position of Building Maintenance Worker.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve hiring Michael Randall to fill the Building Maintenance Worker position. The motion PASSED by unanimous vote.

- 17a. Consider adopting a resolution accepting a bench donation from Devin and Janet Dahline in the amount of \$1,905.58.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, to adopt Resolution 19-88, accepting a bench donation from Devin and Janet Dahline. The motion PASSED by unanimous vote.

PUBLIC HEARINGS

18. Conduct a public hearing to consider the preliminary and final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, and the associated establishment of a PUD Overlay Zoning District.
Mayor Adams states the reason for the public hearing, advising all those wishing to be

heard on the issue should approach the podium and provide name and address for the record. Clerk Gibeau confirmed that all required notices have been made and no correspondence has been received by the Clerk's office.

Rob Mattei, Director of Community Development, presents background and information related to the request for amendment.

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to open the public hearing. The motion PASSED by unanimous vote.

Ron Houwman, 1100 Horseshoe Lake Road, and John Pierson, 1103 Lakewood Lane, both expressed concern regarding the possible plan for future road extension. Street is narrow and if cars park at curb, insufficient room for vehicles traveling in opposite directions.

Mr. Mattei states that the street width is sufficient at 32', which is standard. The City can review in the future to assess any possible issues that may occur if a road extension is planned.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, to close the public hearing. The motion PASSED by unanimous vote.

COMMUNITY DEVELOPMENT

- 19. Consider the recommendation of the Planning Commission regarding the adoption of an ordinance approving the preliminary and final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development, and the associated establishment of a PUD Overlay Zoning District.

A motion was made by Councilor Dale Christy, second by Councilor Michelle Toven, to adopt City Ordinance 19-09-02, preliminary and final development plan for Common Interest Community #33 Lakewood Estates First Addition Planned Unit Development and associated establishment of a PUD overlay zoning district. The motion carried by the following vote.

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

ADJOURNMENT

Motion by Councilor Michelle Toven, second by Councilor Rick Blake to adjourn the meeting at 6:05 PM. Motion passed by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Friday, September 27, 2019

7:30 AM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Friday, September 27, 2019 at 7:30 a.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Councilor Dale Christy
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Absent 1 - Mayor Dale Adams

Staff present:

Tom Pagel

Consider amending Resolution 19-87 adopting the 2019 proposed levy/collectable 2020 and setting December 2, 2019 at 7:30 p.m. to discuss the proposed budget, levy and allow for public comment and December 16, 2019 for the subsequent meeting to adopt the final levy and budget.

Mr. Pagel suggests amending Resolution 19-87, changing the time for the required public meeting from 6:00 PM to 7:30 PM. Following the adoption of the original resolution, it was discovered that Independent School District 318 had their public meeting for the same date and time. In past years, this has created conflict for residents wishing to attend both.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve amendment to City Resolution 19-87, changing the time for the public meeting from 6:00 PM to 7:30 PM. The motion PASSED by unanimous vote.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:35 AM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0649 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 10/9/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving the verified claims for the period September 17, 2019 to October 7, 2019 in the total amount of \$1,178,657.90.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Bill List 10-14-19.pdf](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved As Presented	Pass

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

Requested City Council Action

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

DATE: 10/09/2019
 TIME: 14:41:51
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0126725	AZTECA SYSTEMS LLC	800.00
0508450	EHLERS AND ASSOCIATES INC	1,169.24
1900650	SRF CONSULTING GROUP INC	4,095.00
1915248	SHI INTERNATIONAL CORP	2,068.00
1920240	CHAD B STERLE	1,673.00
	TOTAL CITY WIDE	9,805.24
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	1,333.75
	TOTAL SPECIAL PROJECTS-NON BUDGETED	1,333.75
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	3,398.75
0718060	GRAND RAPIDS HERALD REVIEW	621.00
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1605665	PERSONNEL DYNAMICS LLC	1,652.40
	TOTAL ADMINISTRATION	7,272.15
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0114200	ANDERSON GLASS	850.00
0301685	CARQUEST AUTO PARTS	3.32
0315455	COLE HARDWARE INC	29.31
1601753	PAUL HADDIX LOCKSMITHING	84.00
1901535	SANDSTROM'S INC	467.74
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,834.97
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	143.75
1105530	KENNEDY & GRAVEN	308.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COMMUNITY DEVELOPMENT		
1920240	CHAD B STERLE	11.00
	TOTAL COMMUNITY DEVELOPMENT	462.75
ENGINEERING		
0221650	BURGGRAF'S ACE HARDWARE	7.99
0920120	ITASCA UTILITIES INC	3,200.00
1415377	NORTHERN BUSINESS PRODUCTS INC	455.00
1920555	STOKES PRINTING & OFFICE	16.98
	TOTAL ENGINEERING	3,679.97
FINANCE		
0700035	GASB	278.00
1309332	MN STATE RETIREMENT SYSTEM	554.39
	TOTAL FINANCE	832.39
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	2.78
0221650	BURGGRAF'S ACE HARDWARE	70.96
0315455	COLE HARDWARE INC	16.36
0401804	DAVIS OIL INC	512.59
0513231	EMERGENCY APPARATUS	1,197.35
0920061	ITASCA COUNTY TREASURER	15.40
1200500	L&M SUPPLY	35.56
1908248	SHERWIN-WILLIAMS	1,395.03
1915248	SHI INTERNATIONAL CORP	385.00
	TOTAL FIRE	3,631.03
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	586.50
	TOTAL INFORMATION TECHNOLOGY	586.50
PUBLIC WORKS		
0103325	ACHESON TIRE INC	85.00
0104799	ADVANCED SERVICES INC	1,787.00
0113223	AMERICAN DETAILING	350.00
0121721	AUTO VALUE - GRAND RAPIDS	24.58

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0221650	BURGGRAF'S ACE HARDWARE	98.50
0301685	CARQUEST AUTO PARTS	300.75
0315455	COLE HARDWARE INC	77.72
0401804	DAVIS OIL INC	1,297.38
0501650	EARL F ANDERSEN	3,494.54
0518366	ERICKSON'S ITASCA LUMBER INC	859.00
0601690	FASTENAL COMPANY	1,664.55
0609305	FIGGINS TRUCK & TRAILER REPAIR	602.86
0612083	FLAGSHIP RECREATION	971.00
0718215	GREEN AGAIN LAWN & AERATION	244.77
0801825	HAWKINSON CONSTRUCTION CO INC	4,606.68
0801836	HAWKINSON SAND & GRAVEL	607.46
0920040	ITASCA COUNTY FARM SERVICE	80.00
0920120	ITASCA UTILITIES INC	862.50
1200500	L&M SUPPLY	21.88
1303039	MCCOY CONSTRUCTION & FORESTRY	2,296.26
1415030	NAPA SUPPLY OF GRAND RAPIDS	366.41
1415377	NORTHERN BUSINESS PRODUCTS INC	455.00
1415484	NORTHERN LIGHTS TRUCK	776.18
1601640	PARAMOUNT SAFETY & TRAINING	1,423.73
1615427	POKEGAMA LAWN AND SPORT	186.05
1621125	PUBLIC UTILITIES COMMISSION	54.31
1801899	RAYS SPORT & CYCLE	190.72
1908248	SHERWIN-WILLIAMS	225.57
1920555	STOKES PRINTING & OFFICE	16.98
2000522	TNT AGGREGATES, LLC	1,894.50
2018560	TROUT ENTERPRISES INC	575.00
2209421	VIKING ELECTRIC SUPPLY INC	194.72
2305453	WESCO RECEIVABLES CORP	233.52
TOTAL PUBLIC WORKS		26,925.12
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	746.04
1301720	MATCO TOOLS	136.09
1415484	NORTHERN LIGHTS TRUCK	37.79
1801615	RAPIDS WELDING SUPPLY INC	5.00
TOTAL FLEET MAINTENANCE		924.92
POLICE		
0103325	ACHESON TIRE INC	518.68
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	22.00
0301685	CARQUEST AUTO PARTS	593.33

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
0409501	JOHN P. DIMICH	4,583.33
0519700	ESSENTIA HEALTH	50.00
0712225	GLEN'S ARMY NAVY STORE INC	53.97
0718060	GRAND RAPIDS HERALD REVIEW	150.00
1200500	L&M SUPPLY	34.99
1205105	GREG LEASE	70.00
1301025	MAKI BODY & GLASS	330.49
1309167	MN BUREAU OF CRIMINAL	390.00
1920233	STREICHER'S INC	97.07
	TOTAL POLICE	6,893.86
GENERAL FUND-LIQUOR/CHART GAMB		
1415015	NORTH ATTLEBORO JEWELRY CO INC	437.54
	TOTAL	437.54
PUBLIC LIBRARY		
1901535	SANDSTROM'S INC	68.88
	TOTAL	68.88
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	53.32
0218745	ASHLEY BRUBAKER	408.63
0221700	BUSY BEES QUALITY CLNG SVC INC	1,200.00
0315455	COLE HARDWARE INC	35.74
1801555	RAPID PEST CONTROL INC	63.25
1901535	SANDSTROM'S INC	146.12
2018680	TRU NORTH ELECTRIC LLC	690.72
	TOTAL	2,597.78
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	137.74
0301685	CARQUEST AUTO PARTS	65.09
0315455	COLE HARDWARE INC	15.99
0415529	DONDELINGER FORD	186.42

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

AIRPORT		
0504825	EDWARDS OIL INC	411.87
0513233	EMERGENCY AUTOMOTIVE TECH INC	261.96
0801825	HAWKINSON CONSTRUCTION CO INC	506.16
1415030	NAPA SUPPLY OF GRAND RAPIDS	196.91
2018680	TRU NORTH ELECTRIC LLC	2,205.00
	TOTAL	3,987.14
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	109.14
0221650	BURGGRAF'S ACE HARDWARE	100.63
0315495	COMMERCIAL REFRIGERATION	5,350.10
0805640	HERC-U-LIFT INC	1,259.74
1200855	LVC COMPANIES INC	2,438.18
1201430	LAKE SUPERIOR CUTTING EDGE LLC	35.00
1309090	SUPERONE FOODS NORTH	27.13
1605611	PEPSI BEVERAGES COMPANY	724.27
1801613	RAPIDS PRINTING	367.40
1901535	SANDSTROM'S INC	965.07
2000150	TC LIGHTING SUPPLIES &	119.20
2209421	VIKING ELECTRIC SUPPLY INC	90.96
	TOTAL GENERAL ADMINISTRATION	11,586.82
STATE HAZ-MAT RESPONSE TEAM		
0513235	EMERGENCY RESPONSE SOLUTIONS	430.82
0601690	FASTENAL COMPANY	1,744.27
1321527	MUNICIPAL EMERGENCY SERVICES	4,147.50
	TOTAL	6,322.59
POLICE DESIGNATED FORFEITURES		
1601753	PAUL HADDIX LOCKSMITHING	100.00
	TOTAL	100.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	10.68

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
1200500	L&M SUPPLY	25.63
1309355	MINNESOTA TORO	244.63
1615427	POKEGAMA LAWN AND SPORT	184.83
	TOTAL	465.77
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
	TOTAL	30.00
GO STATE-AID ST BONDS 2007B		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31
GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31
GO IMP & RFNDING BONDS 2011B		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31
GO IMPROVEMENT BONDS 2012A		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

GO STATE-AID BONDS 2012B		
0508450	EHLERS AND ASSOCIATES INC	292.31
	TOTAL	292.31
GO IMP REFNDING BONDS-2013A		
0508450	EHLERS AND ASSOCIATES INC	292.30
	TOTAL	292.30
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	292.30
	TOTAL	292.30
GO IMP BONDS 2014A		
0508450	EHLERS AND ASSOCIATES INC	292.30
	TOTAL	292.30
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1903341	SCHWARTZ REDI-MIX INC	283.13
2000522	TNT AGGREGATES, LLC	8,036.00
	TOTAL 2010-5 MS RIVER PD BRIDGE	8,319.13
PARK ACQUISITION & DEVELOPMENT		
MAPLEWOOD PARK		
0801825	HAWKINSON CONSTRUCTION CO INC	8,000.00
	TOTAL MAPLEWOOD PARK	8,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
0717995	GRAND FORKS FIRE EQUIPMENT LLC	1,624.22
	TOTAL CAPITAL OUTLAY-FIRE DEPT	1,624.22

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SHI INTERNATIONAL CORP	570.00
TOTAL CAPITAL OUTLAY-IT DEPT		570.00
GR ARTS & CULTURE CPTL PRJS		
T001220	GOODSPACE MURALS	10,000.00
TOTAL		10,000.00
7TH AVENUE BRIDGE REHABILITATN		
HORN BRIDGE REHAB		
1200800	LHB INC	1,095.00
TOTAL HORN BRIDGE REHAB		1,095.00
2018 INFRAST/CPT MNT IMP BONDS		
2018 NE IMPROVEMENTS		
0301705	CASPER CONSTRUCTION INC	53,430.55
TOTAL 2018 NE IMPROVEMENTS		53,430.55
CAPITAL MAINT IMPRV PLAN		
0300200	CDW GOVERNMENT INC	576.67
0514200	ESC SYSTEMS SOUND & LIFE SAFE	1,195.04
1401650	NARDINI FIRE EQUIPMENT CO INC	1,256.52
1415377	NORTHERN BUSINESS PRODUCTS INC	54,555.60
1915248	SHI INTERNATIONAL CORP	1,678.00
TOTAL CAPITAL MAINT IMPRV PLAN		59,261.83
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
0218115	BRAUN INTERTEC CORPORATION	4,483.00
2000522	TNT AGGREGATES, LLC	345,576.98
TOTAL 2019-1 GLF COURSE RD UTIL EXT		350,059.98
2019-2 COHASSET TRAIL		
0218115	BRAUN INTERTEC CORPORATION	1,341.25

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

2019	INFRASTRUCTURE BONDS	
	2019-2 COHASSET TRAIL	
0301705	CASPER CONSTRUCTION INC	47,923.14
	TOTAL 2019-2 COHASSET TRAIL	49,264.39

STORM WATER UTILITY

0103325	ACHESON TIRE INC	50.00
0301685	CARQUEST AUTO PARTS	41.53
0401804	DAVIS OIL INC	1,665.90
0514798	ENVIRONMENTAL EQUIPMENT AND	2,100.00
1309495	MINUTEMAN PRESS	476.97
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	6,534.40

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 640,569.43

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0104095	DALE ADAMS	136.88
0116600	APPLE VALLEY, CITY OF	1,311.00
0201354	B. BAIRD-PETTY CASH FUND	4.05
0201355	BARBARA BAIRD	194.88
0218755	CHARLES BRUEMMER	46.00
0305530	CENTURYLINK QC	57.61
0315543	CONSTELLATION NEWENERGY -GAS	1,588.35
0405505	JAMES DENNY	488.60
0605191	FIDELITY SECURITY LIFE INS CO	71.22
0609685	FIREMEN'S RELIEF ASSOCIATION	131,657.58
0609696	FIRST STRIKE SFTY SOLUTION INC	3,000.00
0618230	FRESHWATER SOCIETY	290.00
0718015	GRAND RAPIDS CITY PAYROLL	243,833.17
0718070	GRAND RAPIDS STATE BANK	554.11
0900060	ICTV	75.00
0920036	ITASCA COUNTY ATTORNEY OFFICE	881.31
0920055	ITASCA COUNTY RECORDER	46.00
1115230	KEVIN KOETZ	46.00
1201402	LAKE COUNTRY POWER	46.28
1205090	LEAGUE OF MINNESOTA CITIES	90.00
1209516	LINCOLN NATIONAL LIFE	1,408.38
1300030	MCFOA REGION II	20.00
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	755.42
1309274	MN MUNICIPAL UTILITIES ASSOC	558.00
1309332	MN STATE RETIREMENT SYSTEM	2,520.00
1415479	NORTHERN DRUG SCREENING INC	20.00

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INVOICES DUE ON/BEFORE 10/14/2019

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1516220	OPERATING ENGINEERS LOCAL #49	105,424.00
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	277.62
1801560	RAPID ROOTER INC	500.00
1909500	TONY SIMONSON	46.00
1915523	SETH SONDROL	46.00
1921300	SUGAR LAKE LODGE	151.35
2000100	TASC	30.60
2018564	TROUT LAKE FIRE DEPARTMENT	640.00
2114750	UNUM LIFE INSURANCE CO OF AMER	262.81
2205637	VERIZON WIRELESS	105.03
2209665	VISA	3,664.00
2209705	VISIT GRAND RAPIDS INC	33,063.96
2301700	WASTE MANAGEMENT OF MN INC	2,030.80
2305825	WEX INC	150.22
T001253	KYLE BREKKE	300.00
T001256	HENNEPIN COUNTY MEDICAL	620.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$		538,088.47
TOTAL ALL DEPARTMENTS		1,178,657.90



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0620 **Version:** 1 **Name:** Marco State and Local Government Addendum
Type: Agenda Item **Status:** Passed
File created: 9/20/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019

Title: Consider authorizing the Mayor to sign State and Local Lease Addendum for Marco Technologies.

Sponsors:

Indexes:

Code sections:

Attachments: [Marco Addendum.pdf](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

Consider authorizing the Mayor to sign State and Local Lease Addendum for Marco Technologies.

Background Information:

In item 19-0509, the City of Grand Rapids entered into a lease agreement for a photo copier located at the Fire Department. Marco Technologies has requested our acceptance of the attached addendum in addition to the original signed agreement.

Staff Recommendation:

Staff recommends authorizing the Mayor to sign the attached State and Local Government Addendum.

Requested City Council Action

Make a motion to authorize the Mayor to sign the attached State and Local Government Addendum.



STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # _____ and any future supplements/schedules thereto, between CITY OF GRAND RAPIDS _____, as Customer and Marco Technologies LLC, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer t

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by adding the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: A FACSIMILE, ELECTRONIC OR SCANNED VERSION OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

CUSTOMER ACCEPTANCE

Marco Technologies LLC
LESSOR

X
SIGNATURE

TITLE DATE

CITY OF GRAND RAPIDS
CUSTOMER

X
SIGNATURE

TITLE DATE

NOTE: A FACSIMILE, ELECTRONIC OR SCANNED VERSION OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0633 **Version:** 1 **Name:** Consider approving the 2020-2022 Bargaining Unit Contracts.
Type: Agenda Item **Status:** Passed
File created: 9/30/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving the 2020-2022 Bargaining Unit Contracts.

Sponsors:

Indexes:

Code sections:

Attachments: [FINAL - 2020 to 2022 labor agreement \(Clerical\) \(ready for signing\)](#)
[FINAL - 2020 to 2022 labor agreement \(ready for signing\)](#)
[UPDATED DRAFT 2020-2022 labor agreement](#)
[UPDATED DRAFT 2020-2022 labor agreement \(redlined\)](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

Consider approving the 2020-2022 Bargaining Unit Contracts.

Background Information:

We have concluded labor negotiations with the Police Officers, Police Sergeants, Clerical, and Public Works Unions and have tentatively agreed with the attached proposals. The essential components of the agreements are:

DURATION

3-year agreements

WAGES

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

MISCELLANEOUS

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

Staff Recommendation:

City Administrator Tom Pagel, Director of Finance Barb Baird, and Director of Human Resources Lynn DeGrio are recommending the approval of the 2020-2022 bargaining agreements for Police Officers, Police Sergeants, Clerical, and Public Works Unions.

Requested City Council Action

Make a motion to approve the 2020-2022 Bargaining Unit Contracts and authorize the Mayor and City Administrator to execute the agreements.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49**

CLERICAL

January 1, 2020 – December 31, 2022

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations (hereafter the “Union”).

ARTICLE I PURPOSE OF AGREEMENT

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

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

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

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

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

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

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

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the clerical bargaining unit composed of all eligible employees of the

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

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee's position with a temporary part-time or full-time replacement employee for the duration of the leave of absence and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 17 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position. In the event that a full-time employee on a granted leave of absence does not return to work at the conclusion of the granted leave, and the replacement employee is hired to fill the vacant position, the Employer will waive the probationary period if the replacement employee has over six (6) months of employment with the Employer in the vacant position.

ARTICLE 4 UNION EXCLUSIVITY/DUES CHECK OFF

Section 4.1. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organization that seeks to bargain for employees covered by this Agreement, including providing payroll deductions to other employee organizations.

Section 4.2. The Employer shall deduct the monthly Union membership dues from the earnings of those employees who authorize such deductions in writing. Such deductions shall be made from the payroll period ending the first or last half of each month, and the total amount the deductions shall be immediately transmitted to the Secretary of Local 49 (address to be supplied by the Union) with a notation of any change of employees from whom payroll deductions were made. An employee may terminate his or her payroll deductions by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 4.3. Upon request of the union, the Employer shall provide the Union with a list of all

employees in the bargaining units represented by the Union.

Section 4.4. The provisions of this Article shall be administered in accordance with existing law.

Section 4.5. The Union agrees to indemnify, save, and hold the Employer harmless from and against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of Article 4.

ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

Section 5.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 5.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 5.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 16. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 16 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1. The management of the City of Grand Rapids, has the inherent managerial right to direct the work force, to direct, plan and control the City's operations and services, to determine the method means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and

sufficient reason, to lay off employees because of the lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in exercising these rights, it will not alter this Agreement.

Section 6.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7 HOURS OF WORK

Section 7.1. The regular work-day shall consist of eight (8) hours. Service to the public or interest of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular workweek commencing at 12:01 a.m. Sunday shall be Monday through Friday, and shall consist of forty (40) hours. In the event that the Employer establishes a seasonal regular work-day and work-week for employees consisting of four days in a workweek with a 10-hour shift length per day in a given workweek, for a period of time in the Employer's discretion, which may consist of consecutive or non-consecutive weeks, the Employer will not establish a split workweek for said period of time, but will establish a workweek for said period that is either Monday through Thursday or Tuesday through Friday. Any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules. The Employer may modify the existing work schedule upon 2 weeks notice to employees; provided, however, if an event which is unanticipated occurs, which precludes such notice period, notice shall be considered waived by the signatory parties hereto. Employees shall be eligible for call-out pay, as described in Section 7.4, for modifications to the work schedule that are not preceded by at least one (1) week's notice.

The signatory parties hereto have agreed that positions that require an alternate work schedule, other than that described above, shall be excluded from the provisions of Section 7.1 and Section 7.3 relating to the Monday through Friday workweek and payment of overtime. The workweek for such employees with alternate schedules will be Sunday through Saturday. The Employer will not establish a split workweek for said period of time.

Section 7.2. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period

during each four (4) hour work period as scheduled by the employee's immediate supervisor.

Section 7.3. For the purpose of computing overtime under Article 8 and not as a limitation upon the scheduling of an employee for work, the workweek shall consist of five (5) days Monday through Friday, unless otherwise provided by the Employer in Section 7.1.

Section 7.4. Each employee who is required to work during his or her regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two-hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out pay shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 8 OVERTIME HOURS

Section 8.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

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

Section 8.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek

for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 8.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 9 COMPENSATORY TIME

Section 9.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 9.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 9.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 9.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 9.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

ARTICLE 10
SHOE ALLOWANCE – COMMUNITY SERVICE OFFICER (POLICE)

The Community Service Officer (Police) shall be entitled to a safety shoe allowance in the amount of two hundred and fifty dollars (\$250.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief's discretion and such determination shall not be subject to the grievance procedure.

ARTICLE 11
HOLIDAYS

Section 11.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Christmas Day
M.L.K. Jr. Birthday	Labor Day	Thanksgiving Day
Floater	Veterans Day	Friday after Thanksgiving Day
Memorial Day	Presidents' Day	

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to legitimate illness of employee or due to death in the immediate family.

Section 11.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to holiday pay.

Section 11.3. When a paid holiday falls on a day on which the employee is using his or her Flexible Time Off, the employee shall not be charged with a day of Flexible Time Off for that day.

Section 11.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours of pay, or compensatory time. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 11.5. If any holiday falls on Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 11.6. In the event Christmas Eve falls on a normal workday, it shall be considered a one-half (1/2) day holiday. If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

**ARTICLE 12
FLEXIBLE TIME OFF PLAN**

Section 12.1. As of the effective date of the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the Employer’s Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 12.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 12.3 Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

During the term of this Agreement Full-time and Limited Term Employees hired PRIOR to January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

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

During the term of this Agreement regular part-time employees hired PRIOR to January 1, 2018 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.

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

Completed Years of Employment Flexible Time Off Accrued

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

Regular part-time Employees hired AFTER to January 1, 2018 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, Extended Medical Benefit, and Personal Conversion Account balances.

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

Section 12.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

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

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

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

Section 12.5. All employees with one (1) or more years of service with the City of Grand Rapids covered under the Union collective bargaining agreement will be allowed to make an employee contribution of twenty five dollars (\$25.00) per pay period into their Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Section 12.6.

All employees with one (1) or more years of service who leave City employment, which includes voluntary and involuntary termination, will contribute one hundred percent (100%) of their severance pay, i.e., accumulated and unused FTO, into the HCSP.

ARTICLE 13
SENIORITY

Section 13.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services, Case Number 88-PR-26 dated February 24, 1988. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit.

Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer and Union recognize that there may be unusual circumstances where the Employer may extend the initial probationary period for an additional six (6) months, provided the Employer notified the Union in writing of the specific reason for extending the employee's probationary period, and the Employer provides the Union with an opportunity to meet to discuss the Employer's decision should the Union request such a meeting within ten (10) days of notification. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification within the bargaining unit.

Section 13.2. Seniority shall be unit seniority. In the event of a layoff, reduction in work force or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event of a layoff, reduction in work force or the elimination of a full-time position, the affected employee may displace the most junior employee in the bargaining unit, or if the most junior employee is part-time, then the affected employee shall have the option to displace the most junior full-time employee in the bargaining unit, provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event of a layoff, reduction in work force or the elimination of a permanent part-time position, the affected employee may displace the most junior part-time employee in the

bargaining unit provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event that the employee does not agree with the Employer's decision, the employee shall have the right to appeal through the grievance procedure. An employee who is laid off shall be rehired according to qualifications and seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of force or elimination of position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force. Any employee who uses seniority to avoid a layoff as provided herein shall continue to accumulate flexible time off in accordance with the employee's length of service with the City.

Section 13.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with current job classification.

Section 13.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

ARTICLE 14 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

- 1) The employee does not return to work on the specified return date as contained in a written leave of absence; or from lay-off within five (5) calendar days after being given notice by registered mail to return to work at the employee's last known address.
- 2) The employee's layoff from employment has been for more than twenty-four (24) months.
- 3) The employee is discharged for just cause not reversed by the grievance procedure.

- 4) The employee voluntarily terminates his or her employment.
- 5) The employee is on a medical leave of absence for a period in excess of that permitted by the Employer pursuant to Article 17.
- 6) The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of absence for two days or more.

ARTICLE 15

VACANCIES, PROMOTIONS AND TRANSFERS

Section 15.1. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

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

Section 15.2. Notice of classification and location of positions available in the City of Grand Rapids will be posted by the Employer at least five (5) days prior to filling such vacancy. Employees in the same job class (see Appendix A) may request consideration for lateral transfer by submitting a memorandum to the Employer within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

Section 15.3. The successful internal applicant filling a vacant position shall be on probation for a period of twelve (12) weeks from the date of selection or promotion. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position without posting. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of the Agreement. The employee shall have the right to return to his or her prior position within six (6) weeks of the date of selection or promotion.

Section 15.4. When an employee applies for and is assigned a different job classification, the employee shall be paid the applicable rate for that assigned position. All seniority rights for the purpose of fringe benefits shall be maintained.

Section 15.5. If an employee, in the judgment of the Employer, works in a higher classification of work in excess of two (2) consecutive pay periods, the employee shall be paid for all time worked at the higher classification rate of pay.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1. Definition. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 16.2. Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. This Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 16.3. Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 16.3.

Section 16.4. Grievance Procedure. A grievance, as defined by Section 16.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee or the Union, claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within (10) calendar days after receipt of such grievance from the employee.

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

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

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

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

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

Section 16.5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

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

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

Section 16.6 Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 16.7 Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure other than Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the

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

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with the existing law and policies adopted by the Employer.

Section 17.2. Extended Medical Leave. In the case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence without having his or her name removed from the payroll. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

ARTICLE 18 TRAINING AND/OR EDUCATION

When the immediate department head/supervisor grants approval for training and/or developmental activities, such activities shall be considered to be work assignments and

therefore regular wage rates will apply for time spent on such activities. The employee shall receive reimbursement for mileage and expenses in accordance with City policy. With regards to correspondence courses, the employee shall be reimbursed upon completion of such courses. Such courses must be pre-approved by the Employer in order to be eligible for reimbursement.

ARTICLE 19 GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 20 UNION RIGHTS

Section 20.1. The Employer agrees to permit negotiation or grievance committee members to appear at all negotiating or grievance meetings with the Employer. The negotiations or grievance committee shall consist of two (2) members. A list of the committee members shall be submitted to the Employer each year prior to negotiations.

Section 20.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is permitted by law to investigate.

Section 20.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to the Union, employees and Employer's affairs.

ARTICLE 21 SEPARABILITY AND ASSIGNS

Section 21.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment of decree of a Court of competent jurisdiction because of any conflict with Minnesota State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 21.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 22 WAIVER

Section 22.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 22.2. The parties knowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 22.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 22.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE 23 RIGHT TO SUB-CONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement. Any subcontracting in excess of six (6) months duration would require an evaluation of the job by the Employer with the intent of making the affected position a fulltime position. Intermittent employment will not nullify this requirement.

ARTICLE 24 WAGES AND SERVICE CREDIT

Section 24.1 For 2018 and 2019 wages will be paid in accordance with Appendix A-1 attached.

Section 24.2 Effective January 1, 2018, clerical union employees who began employment with the City as an employee after December 31, 2013 shall receive length of service credit for previous experience in a same or similar position for the sole purpose of placement on the Employer's wage schedule as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	1 year (Step 2)
10 or more years	2 years (Step 3)

The employee will progress through the wages steps on Appendix A-1 based on where the employee is initially placed with respect to the length of service credit. Longevity pay is based solely on the number of years employed with the City of Grand Rapids.

**ARTICLE 25
DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement will continue in effect and in force from January 1, 2020 through December 31, 2022. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2023 of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

**LOCAL 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

By: _____
Dale Adams, Mayor

By: _____
Jason George, Business Manager

By: _____
Tom Pagel, City Administrator

By: _____
William Bentley, Area Bus. Rep.

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATION REPRESENTED

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

Accountant
Payroll Clerk/Human Resources Technician (Finance)
Accounting Technician/Accounts Payable (Finance)
City Clerk
Administrative Assistant (Administration)
Administrative Assistant/Permit Technician (Community Development)
Administrative Assistant (Police)
Administrative Assistant/Communication Specialist (Police)
Administrative Assistant (Public Works)
Community Service Officer (Police)
GIS Technician (Engineering)
Concession Manager/Administrative Assistant (Civic Center)
GIS Coordinator
Recreation Program Coordinator
Part-time Records Technician (Transcriptionist) (Police Department)
Public Works/Engineering Technician

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

		CLERICAL UNION					LONGEVITY PAY SCHEDULE		
APPENDIX A-1: CLASSIFICATION AND RATES OF PAY CONTRACT 2020-2022		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	\$0.25	\$0.50	\$0.75
Effective 1/1/2020 (2.75%)		0-1 Year	1 Year	2 Years	3 Years	4 Years	15 YEARS	20 YEARS	25 YEARS
Class 1		18.70	19.77	20.93	22.09	23.26	23.51	23.76	24.01
Class 2		19.54	20.75	21.96	23.17	24.38	24.63	24.88	25.13
Class 3		20.00	21.24	22.50	23.75	25.00	25.25	25.50	25.75
Class 4		21.11	22.43	23.74	25.06	26.38	26.63	26.88	27.13
Class 5		23.85	25.34	26.83	28.32	29.81	30.06	30.31	30.56
Class 6		26.59	28.24	29.91	31.57	33.23	33.48	33.73	33.98
Class 7		28.81	30.40	32.29	34.18	36.07	36.32	36.57	36.82
Effective 1/1/2021 (3.0%)									
Class 1		19.26	20.36	21.56	22.76	23.95	24.20	24.45	24.70
Class 2		20.12	21.37	22.62	23.87	25.11	25.36	25.61	25.86
Class 3		20.60	21.88	23.18	24.46	25.75	26.00	26.25	26.50
Class 4		21.74	23.10	24.45	25.81	27.17	27.42	27.67	27.92
Class 5		24.57	26.10	27.63	29.17	30.70	30.95	31.20	31.45
Class 6		27.39	29.09	30.81	32.51	34.23	34.48	34.73	34.98
Class 7		29.68	31.32	33.26	35.20	37.16	37.41	37.66	37.91
Effective 1/1/2022 (2.50%)									
Class 1		19.74	20.87	22.10	23.32	24.55	24.80	25.05	25.30
Class 2		20.62	21.91	23.18	24.46	25.74	25.99	26.24	26.49
Class 3		21.11	22.43	23.76	25.07	26.39	26.64	26.89	27.14
Class 4		22.28	23.68	25.06	26.46	27.85	28.10	28.35	28.60
Class 5		25.18	26.75	28.33	29.90	31.47	31.72	31.97	32.22
Class 6		28.07	29.82	31.58	33.33	35.09	35.34	35.59	35.84
Class 7		30.42	32.10	34.09	36.08	38.08	38.33	38.58	38.83

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

The following positions are contained in each referenced Class:

Class 1: None

Class 2: Part-time Records Technician (Transcriptionist) (Police Department)

Class 3: Accounting Technician/Accounts Payable (Finance), Payroll Clerk/Human Resources Technician (Finance), Administrative Assistant X 2

(Police Department), Administrative Assistant (Public Works), Administrative Assistant (Administration), Community Service Officer (Police Department)

GIS Technician (Engineering)

Class 4: City Clerk (Admin.), Concession Manager/Administrative Assistant (Civic Center), Administrative Assistant/Permit Technician (Community Development)

Class 5: Public Works/Engineering Technician

Class 6: Accountant (Finance)

Class 7: GIS Coordinator (Engineering)

APPENDIX B
EMPLOYEE'S GROUP INSURANCE BENEFITS

Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for full-time and permanent part-time employees for the life of this Agreement.

Section 2. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Employee's Health Care Savings Plan (HCSP) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) the full premium in 2020, 2021, 2022. The Employer contribution to the HCSP as provided herein shall be the difference between the Employer contribution stated above in this paragraph (Union member designated health and medical insurance premium) and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the non-bargaining unit plan.

Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B may be opened up by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. This Section 5 applies to the coverages in Appendix B and Appendix C.

APPENDIX C
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.

Section 2. Eligibility of Retired Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.

Section 3. Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event that employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).

Section 4. Upon the death of the employee, all obligations under Appendix C are terminated.

Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specification shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS,
LOCAL NO. 49**

PUBLIC WORKS

January 1, 2020 – December 31, 2022

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations (hereafter the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

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

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

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

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Public Works Department and Union Member from within the exclusively recognized bargaining unit.

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

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

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit composed of all eligible employees of the Public Works Department of the City of Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, and whose job classifications are listed in Appendix A to this Agreement. All other City of Grand Rapids employees in job classifications not listed in Appendix A are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee's position with a temporary part-time or full-time employee for the duration of the leave of absence, and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 19 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position.

ARTICLE 4 RESPONSIBILITIES OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 4.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 12. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 12 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 CHECK OFF OF UNION DUES

Section 5.1. Checkoff of Union Dues. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of Local 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit the total amount of deductions to the Secretary of Local 49 (address to be supplied by the Union) with any change of employees from whose pay deductions were made. An employee may terminate his or her payroll deduction by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 5.2. Indemnification. The Union agrees to indemnify, save, and hold harmless the Employer from and against any and all claims, suits, orders or judgments brought or issued against the Employer under all provisions of this Article.

ARTICLE 6 HOURS OF WORK

Section 6.1. The regular work day shall consist of eight (8) hours. Service to the public or interests of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular work week shall consist of forty (40) hours, and any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. The standard work month shall consist of one hundred, seventy-three (173) hours. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules, which includes the regular workday and regular workweek. The Employer may modify the existing work schedule upon two (2) weeks notice to employees. The Employer and Union may agree to a shorter notice period, and in such event, notice shall be considered waived by the signatory parties hereto.

Section 6.2. All employees shall receive two (2), fifteen (15) minute rest breaks in each eight (8) hour shift, at times designated by their immediate department head/supervisor. When the employee is working an uninterrupted eight (8) hour shift, the employee's lunch and coffee breaks shall not exceed thirty (30) minutes in total during said shift.

Section 6.3. For the purpose of computing overtime under Article 7 and not as a limitation upon the scheduling of an employee for work, the work week shall be a period of seven (7) consecutive days commencing at 11:00 P.M. Sunday or the shift-changing hour nearest that time and the workday shall be a period of twenty-four (24) hours commencing with the shift changing time nearest to 11:00 P.M. on such a day.

Section 6.4. Each employee who is called out for work during his regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out time shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay. Employees shall be eligible for call-out pay for modifications to the work schedule as described in Section 6.1 that are not preceded by at least one (1) week notice.

Section 6.5. All employees will be afforded the opportunity of utilizing ten (10) minutes at the conclusion of every work day for the purposes of cleanup.

ARTICLE 7 OVERTIME HOURS

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

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any regular workweek.
- 3) When an employee on a normal work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked, provided the hours worked exceed the scheduled shift length.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular workweek for a total of forty (40) regular hours; however, hours paid but not worked (call time) shall not be considered as hours worked for the purpose of computing overtime.

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

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

Section 7.4. For the purpose of overtime hours worked, an employee working in a classification or position higher than the employee's own shall receive a rate of pay equivalent to one and one-half (1-1/2) times the straight time rate of the classified or position rate in which the employee is performing such overtime hours.

Section 7.5. All overtime hours worked (other than those required by an officially declared emergency) shall be divided among employees of the same job classification consistent with the needs of the Employer. The Employer may assign overtime by considering such factors as the employee's availability to work overtime, the employee's work performance, the employee's seniority, the need for an equitable distribution of overtime within the department or a job classification, and the employee's ability to perform the work for which overtime work is necessary. The Employer will give preference to seniority when these relevant factors are equal. A current list of overtime calls and hours shall be maintained by the Employer. A refusal by an employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally a possible among the employees. In no event shall an employee decline overtime during an officially announced and/or declared emergency without the approval of the Employer, if the employee's presence is needed to safeguard the well being of the public.

Section 7.6. It is specifically understood and agreed that the following examples shall constitute a basis for an excused absence which would preclude potential disciplinary action against any employee who declined overtime during an officially announced and/or declared emergency without the approval of the Employer:

- a) If the employee was actually on vacation and out of the City, thus rendering the employee unavailable for call.
- b) If the employee were on legitimate sick leave or under the care of a physician.
- c) If the employee had been released for and was actually on leave.

The aforementioned incidents depict the intent of the parties relating to excused absences. They are not intended to cover every situation and it is agreed that other occurrences will be handled on a case-by-case basis.

ARTICLE 8 COMPENSATORY TIME

Section 8.1. Employees may choose to accumulate up to one hundred and twenty (120) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 120 hours shall be paid out in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid out in cash.

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

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

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

**ARTICLE 9
VACANCIES AND PROMOTIONS**

Section 9.1. In all cases where an employee has advanced to fill a temporary vacancy above the employee's own job class, the employee will receive such higher rate of pay for all such hours worked at the minimum rate of pay for the vacant position being filled or the next higher rate of pay for the position above the employee's regular rate of pay, whichever is greater.

Section 9.2. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

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

Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful internal applicant filling a vacant position shall be on probation for a period of sixty (60) days from the date of appointment. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of this Agreement. The employee shall have the right to return to his/her prior position within thirty (30) days from the date of appointment.

**ARTICLE 10
HOLIDAYS**

Section 10.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Floater
MLK Jr. Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day	Christmas Day
Veterans Day	Presidents' Day	

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to illness of employee or due to death in the immediate family.

Section 10.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to holiday pay.

Section 10.3. When a paid holiday falls on a day on which the employee is using his or her Flexible Time Off, the employee shall not be charged for a day of Flexible Time Off for that day.

Section 10.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 10.5. If any holiday falls on a Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 10.6. When Christmas Eve (December 24) falls on a normally scheduled work day, employees will be granted one-half (1/2) day off with pay. If employees are required to remain on duty during the one-half day, compensation will be at two and one-half (2-1/2) times the employee's regular hourly rate (maximum of four hours at the 2-1/2 rate.) If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

**ARTICLE 11
FLEXIBLE TIME OFF**

Section 11.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 11.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 11.3 For purposes of reference and information only, City employees will accrue Flexible Time Off according to one of the following schedules depending on their date of hire:

Employees hired PRIOR to January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320

After the 9 th anniversary through the 14 th anniversary	35	280	10.7692
After the 14 th anniversary	39	312	12.

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

Completed Years of Employment Flexible Time Off Accrued

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

**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 12.1. Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 12.2. Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 12.3. Processing Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval

of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 12.3.

Section 12.4. Grievance Procedure. A grievance, as defined by Section 12.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance with ten (10) calendar days after receipt of such grievance from the employee.

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

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

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

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

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

Section 12.5. **Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

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

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

Section 12.6. **Waiver.** If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 12.7. **Choice of Remedy.** If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this

Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance under this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 13 GENERAL PROVISIONS

Section 13.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiating or grievance meetings with the Employer without loss of any pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations.

Section 13.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 13.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to Union, employees and Employer's affairs.

Section 13.4. Gender. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

Section 13.5. Driver's License. The City of Grand Rapids will reimburse employees for the cost of a driver's license above Class B. The employee shall immediately notify the Employer if his or her driver's license is suspended or rescinded.

Section 13.6. Meal Allowance. A meal allowance of \$15.00 will be provided for all employees required to work overtime in excess of ten (10) continuous hours of work in a work day. Employees who are otherwise eligible for call out pay shall not receive the meal allowance.

Section 13.7. Safety Shoe Allowance. Each employee shall be entitled to a safety shoe allowance in the amount of \$250.00 per year in each year of this Agreement. Employees shall wear approved safety-toed shoes at all times while on duty.

Section 13.8. Clothing Allowance. Effective January 1, 2020, an employee in the position of Mechanic or Lead Mechanic, who has completed the required probationary period, shall be provided \$250.00 per year clothing allowance, except that the allowance paid in the first year of employment shall be prorated to the number of months remaining in the calendar year following the date of hire. If an employee leaves employment prior to December 31, after receiving the annual clothing allowance for that year, the employee shall reimburse the Employer that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.9. One-Time Lump Sum Payment. Each employee will receive a lump sum payment of \$625 in each year of the agreement. The payment will be made on the first payroll in December of each year. If an employee leaves employment with the City prior to December of a calendar year, the lump sum payment shall be pro-rated on a monthly bases to the end of the last month of employment. One-time Lump Sum Payments are subject to normal withholdings under City's applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date the payment is made. This payment is wholly independent of and shall not be included in determining other compensation owing to the employee. For example, this payment does not affect the following: (1) the base pay rate, normal pay rate or similar pay for the employee; or (2) the pay rate used to calculate any payments made to employee pursuant to the collective bargaining agreement.

ARTICLE 14 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 14.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or degree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 14.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 15 SENIORITY

Section 15.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services. Employees, upon completion of a probationary period of six (6) months, shall be placed on a seniority list as of the first day of their employment within the bargaining unit. Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If the Employer decides to extend an employee's probationary period, it shall notify the Union in writing of the reason for extending the employee's probationary period, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification with the bargaining unit.

Section 15.2. Seniority shall be determined by job classification within a department. In the event of a layoff, reduction in work force, or the elimination of a position, the work force shall be reduced

or position eliminated based upon the employee's seniority and ability to perform available work. In the event that these qualifications are equal, seniority within the job classification will prevail. An employee who is laid off shall be rehired according to the employee's qualifications for the position being filled and the employee's seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of work force or elimination of a position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force.

Section 15.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with the current job classification.

Section 15.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

ARTICLE 16 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

1. The employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice by registered mail to return to work at the employee's last known address.
2. The employee's layoff from employment has been for more than twenty-four (24) months.
3. The employee is discharged for just cause.
4. The employee voluntarily terminates his or her employment.
5. The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause for an absence for two days or more.
6. The employee's medical leave of absence has been for a period in excess of that permitted by the Employer as provided in Article 19 or this Agreement.

**ARTICLE 17
RIGHT TO SUBCONTRACT**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement.

**ARTICLE 18
MANAGEMENT RIGHTS**

Section 18.1. The management of the City of Grand Rapids has the unrestricted right to direct the work force, to direct, plan and control City operations and services, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees in exercising these rights it will not alter this Agreement.

Section 18.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**ARTICLE 19
LEAVES OF ABSENCE**

Section 19.1. FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 19.2. Extended Medical Leave. In the case of (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and, Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months. The employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing,

and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within then (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be cancelled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

ARTICLE 20 COMPLETE AGREEMENT AND WAIVER

Section 20.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 20.2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 20.3. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 20.4. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of the Agreement, are hereby superseded.

Section 20.5. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE 21 CENTRAL PENSION FUND

Local 49 members are allowed to contribute their own funds into the Local 49 Central Pension Fund. Effective January 1, 2020 the contribution rate equals \$1.50 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2021 the contribution rate equals \$2.00 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2022 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year.

ARTICLE 22
YEARS OF SERVICE CREDIT

Any current Public Works employee, who was employed full-time by Grand Rapids Township, at the time of final annexation, shall receive six-tenths (6/10th) years of service credit, up to ten (10) years towards their hourly wage on the wage schedule.

ARTICLE 23
DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2022. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2023, of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

**LOCAL 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

By: _____
Dale Adams, Mayor

By: _____
Glen Johnson, Business Manager

By: _____
Tom Pagel, City Administrator

By: _____
Daniel Kingsley, Area Bus. Rep.

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

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

Maintenance I
Maintenance II
Mechanic
ROW Leadperson
Lead Mechanic
Airport Maint. Lead
Bldg. Maint. – Maint. I
SW Specialist
Janitor
Cemetery Sexton

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

APPENDIX B-1
EMPLOYEE'S GROUP INSURANCE BENEFITS

- Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for the life of this Agreement.
- Section 2. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund (“Health and Welfare Fund”). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.
- The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Union’s Health Reimbursement Account (HRA) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) the full premium in 2020, 2021, 2022. The Employer contribution to the HRA as provided herein shall be the difference between the Employer contribution stated above in this paragraph (Union member designated health and medical insurance premium) and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the non-bargaining unit plan.
- Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B-1 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.
- Section 4. Life insurance and the Employer’s contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.
- Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 2 above.

APPENDIX B-2
INSURANCE COVERAGE OF RETIRED EMPLOYEES

- Section 1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.
- Section 2. Eligibility of Retire Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.
- Section 3. Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event the employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).
- Section 4. Upon the death of the employee, all obligations under Section 3 are terminated.
- Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B-1 for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specifications shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.

2020-2022 PUBLIC WORKS WAGE SCHEDULE

		JANITOR AND MAINTENANCE I ONLY			LONGEVITY PAY SCHEDULE		
Effective 1/1/2019 (0%)	Base Pay	STEP 1 1040 Hrs or 6 Mths	STEP 2 1 yr after Step 1	STEP 3 1 yr after Step 2	\$0.25 15 YEARS	\$0.50 20 YEARS	\$0.75 25 YEARS
Janitor	12.21	13.74	14.50	15.27	15.52	15.77	16.02
Maintenance I	20.82	22.04	23.27	24.49			
Maintenance II	25.34				25.59	25.84	26.09
Mechanic	25.86				26.11	26.36	26.61
Airport Maint. Lead	25.86				26.11	26.36	26.61
ROW Leadperson	26.78				27.03	27.28	27.53
SW Specialist	26.78				27.03	27.28	27.53
Lead Mechanic	27.11				27.36	27.61	27.86
Effective 1/1/2020 (2.75%)	1.0275				\$ 0.35	\$ 0.70	\$ 1.05
Janitor	14.55	16.12	16.90	17.69	18.04	18.39	18.74
Maintenance I	21.39	22.65	23.91	25.16			
Bldg Maint.-Maint I	21.39	22.65	23.91	25.16			
Maintenance II	26.04				26.39	26.74	27.09
Mechanic	26.57				26.92	27.27	27.62
Cemetery Sexton	26.57				26.92	27.27	27.62
Airport Maint. Lead	26.57				26.92	27.27	27.62
ROW Leadperson	27.52				27.87	28.22	28.57
SW Specialist	27.52				27.87	28.22	28.57
Lead Mechanic	27.86				28.21	28.56	28.91
Effective 1/1/2021 (3%)	1.0300				\$ 0.45	\$ 0.90	\$ 1.35
Janitor	14.98	16.60	17.41	18.22	18.67	19.12	19.57
Maintenance I	22.03	23.33	24.63	25.92			
Bldg Maint.-Maint I	22.03	23.33	24.63	25.92			
Maintenance II	26.82				27.27	27.72	28.17
Mechanic	27.37				27.82	28.27	28.72
Cemetery Sexton	27.37				27.82	28.27	28.72
Airport Maint. Lead	27.37				27.82	28.27	28.72
ROW Leadperson	28.35				28.80	29.25	29.70
SW Specialist	28.35				28.80	29.25	29.70
Lead Mechanic	28.70				29.15	29.60	30.05
Effective 1/1/2022 (2.50%)	1.0250				\$ 0.55	\$ 1.10	\$ 1.65
Janitor	15.36	17.02	17.85	18.68	19.23	19.78	20.33
Maintenance I	22.58	23.91	25.25	26.57			
Bldg Maint.-Maint I	22.58	23.91	25.25	26.57			
Maintenance II	27.49				28.04	28.59	29.14
Mechanic	28.05				28.60	29.15	29.70
Cemetery Sexton	28.05				28.60	29.15	29.70
Airport Maint. Lead	28.05				28.60	29.15	29.70
ROW Leadperson	29.06				29.61	30.16	30.71
SW Specialist	29.06				29.61	30.16	30.71
Lead Mechanic	29.42				29.97	30.52	31.07

When the Street Superintendent and ROW Leadperson are both unavailable to provide supervision, if designated by management, a lead person shall be assigned to a street department crew. The lead person shall receive a One Dollar and twenty-five cents (1.25) per hour premium for only those hours spent working as a lead person.

When the Lead Mechanic is utilizing a minimum of eight hours of FTO or EMB, the Mechanic shall receive Lead Mechanic pay.

When an employee is assigned as City Forester/Pesticide Applicator, they shall be receive a One Dollar and twenty-five cents (1.25) per hour premium for only those hours spent working as a City Forester/Pesticide Applicator.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL NO. 239)**

POLICE

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

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.3. Employee: An Employee of the City of Grand Rapids Police Department and a person occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Section 1.4. Probation: A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Regular Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.14. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift.

ARTICLE 2 PURPOSE OF AGREEMENT

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. Provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 98-PRE-296, December 2, 1997, as: "All essential licensed personnel employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees." All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

ARTICLE 4 RESPONSIBLE OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge

employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter this Agreement.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 UNION ACTIVITY

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer without loss of pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations. All disciplinary actions shall be subject to the grievance procedure, if the Employee involved so chooses.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs.

ARTICLE 6
CHECKOFF OF UNION DUES/FAIR SHARE

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

~~Section 6.2. Fair Share Fee. At the direction of the exclusive representative all Employees who are not members of the exclusive representative shall be required to contribute a fair share fee for services rendered by the exclusive representative in an amount as permitted by statute. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the Employer's Finance Department, and to the list furnished by the Employer of all Employees within the unit who will be assessed the fee. The Employer shall deduct the fee from the earnings of the Employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided to the Employer, or, in the event a fee challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the BMS.~~

Section 6.3.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 7.2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present such grievance to the Employee’s immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the Employee.

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

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police and/or the Chief’s designated Step 2 representative. The Chief of Police and/or the Chief’s designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days of receipt by the Union of the Police Chief’s Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator’s designated Step 3 representative. The City Administrator or the designated representative shall give the Union the Employer’s answer in writing within ten (10) calendar days after the Step 3 grievance meeting.

A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following receipt by the Union of the City Administrator’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – A grievance unresolved in Step 3 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator’s Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the

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

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

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

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation in Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or a procedure such as, Veteran's Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized – Step 4 of Article 7 or another appeal procedure – and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure. Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee's right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is two-thousand one hundred eighty-four (2,184), straight time hours to be accounted for by each Employee through:

- a) hours worked on assigned shifts;

- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

ARTICLE 9 OVERTIME

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off,

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

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked.

ARTICLE 11 WAGES

Section 11.1. Police Union Wage Schedule 2018-2019 2020-2022. The below schedule reflects a ~~1.0%~~ 2.75% general wage increase in 2018 2020; and ~~1.5%~~ 3% general wage increase in 2019 2021; and 2.5% general wage increase and \$0.75 market adjustment in 2022. ~~Also, in 2018 officers will receive a one-time lump sum payment of \$1,000.~~

YEAR	%	WAGE SCHEDULE					LONGEVITY*		
		1st	Beginning of 2nd	Beginning of 3rd	Beginning of 4th	Beginning of 5th	10	15	20
		Year	Year	Year	Year	Year	Years	Years	Years
2018									
Officer	1.00%	25.55	26.22	26.82	27.36	28.40	28.65	28.90	29.15
School Resource Officer**	(Eff. 1/1/2018)	26.55	27.22	27.82	28.36	29.40	29.65	29.90	30.15
Investigator***		27.34	28.06	28.70	29.28	30.39	30.64	30.89	31.14
2019									
Officer	1.50%	25.93	26.61	27.22	27.77	28.83	29.08	29.33	29.58
School Resource Officer**	(Eff. 1/1/2019)	26.93	27.61	28.22	28.77	29.83	30.08	30.33	30.58
Investigator***		27.75	28.48	29.13	29.71	30.85	31.10	31.35	31.60

2020-2022 Wage Schedule											
			Beginning	Beginning	Beginning	Beginning					
			First	of 2nd	of 3rd	of 4th	of 5th	Long.	LONGEVITY**		
2020	Effective 1/1/2020 (2.75%)	Adjustmnt	Year	Years	Years	Years	Years	Pay	10 Yrs	15 Yrs	20 Yrs
	Officer		\$26.64	\$27.34	\$27.97	\$28.53	\$29.62	\$0.35	\$29.97	\$30.32	\$30.67
	School Resource Officer***		\$27.64	\$28.34	\$28.97	\$29.53	\$30.62	\$0.35	\$30.97	\$31.32	\$31.67
	Investigator****		\$28.51	\$29.25	\$29.93	\$30.53	\$31.69	\$0.35	\$32.04	\$32.39	\$32.74
2021	Effective 1/1/2021 (3%)										
	Officer		\$27.44	\$28.16	\$28.81	\$29.39	\$30.51	\$0.45	\$30.96	\$31.41	\$31.86
	School Resource Officer***		\$28.44	\$29.16	\$29.81	\$30.39	\$31.51	\$0.45	\$31.96	\$32.41	\$32.86
	Investigator****		\$29.36	\$30.13	\$30.83	\$31.45	\$32.65	\$0.45	\$33.10	\$33.55	\$34.00
2022	Effective 1/1/2022 (2.50%)										
	Officer	\$ 0.75	\$28.88	\$29.61	\$30.28	\$30.87	\$32.02	\$0.55	\$32.57	\$33.12	\$33.67
	School Resource Officer***		\$29.88	\$30.61	\$31.28	\$31.87	\$33.02	\$0.55	\$33.57	\$34.12	\$34.67
	Investigator****		\$30.85	\$31.63	\$32.36	\$32.98	\$34.21	\$0.55	\$34.76	\$35.31	\$35.86
** Longevity pay as reflected in the above longevity pay schedule is listed in the Long. Pay column above.											
***The base rate of pay for officers assigned by the Chief as School Resource Officer shall be one dollar (\$1.00) above the wage schedule for Police Officer.											
****The base rate of pay for officers assigned by the Chief as Investigator shall be equal to a wage of 7% above the highest base wage schedule (non- longevity schedule) for Police Officer.											

* Longevity pay as reflected in the above longevity pay schedule is \$.25 per longevity category of 10, 15, and 20 years.

** In 2020 longevity pay as reflected in the above longevity pay schedule is \$.35 per longevity category of 10, 15, and 20 years. In 2021 longevity pay as reflected in the above longevity pay schedule is \$.45 per longevity category of 10, 15, and 20 years. In 2022 longevity pay as reflected in the above longevity pay schedule is \$.55 per longevity category of 10, 15, and 20 years.

** The base rate of pay for officers assigned by the Chief as school resource officer shall be one dollar (\$1.00) above the employee's base wage on the wage schedule for Police Officer.

*** The base rate of pay for officers assigned by the Chief as investigator shall be equal to a wage of 7% above the highest base wage on the wage schedule (non-longevity schedule) for Police Officer.

Section 11.2. Shift Differential. A seventy-five cent (\$.75) per hour shift differential shall apply to any officer required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Canine Officer. Employees assigned by the Employer to Canine (K-9) Officer shall receive sixteen (16) hours of pay per month for canine maintenance.

Section 11.4. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

Section 11.5. Length of Service Credit for New Employees. Patrol Officers of the City who began employment with the City as an Employee after December 31, 2010 shall receive length of service credit for previous experience as a licensed full-time public law enforcement officer for the sole purpose of placement on the Employer's wage schedule as a Patrol Officer as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	3 rd year
10 or more years	4 th year

The Length of Service Credit will continue to apply as an Employee moves through the wage steps; longevity pay will be based on the number of years with the City of Grand Rapids.

Section 11.6. Field Training Officer Pay. Officers assigned to work as a field training officer will receive an additional \$0.50/hour compensation for all hours worked as a field training officer.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee's regular base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed officers.

Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee's regular base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee's regular base rate of pay. In the event that the employee's court

appearance is canceled with less than 24 hours notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours pay at one and one-half (1 and ½) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall be computed at one and one-half (1 and ½) times the Employee's regular base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime.

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

Section 13.1. The Employer will issue new Employees the clothing and equipment outlined in Appendix A attached.

Section 13.2. Effective January 1, 2015, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3 Effective January 1, 2018, the Employer will purchase and provide to new officers an Employer approved service firearm. The Employer will be the owner of the firearm. Upon leaving employment with the City, the Officer will return the firearm to the Employer. An officer separating in good standing with the City would have the option to purchase their service firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer.

Section 13.4. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the officer. (Provided, however, firearms issued to officers shall remain the property of the City.)

Section 13.5. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the officer without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

ARTICLE 14
ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2. Health and Welfare. While the Local 49 Health and Welfare Fund is the insurance provider for employees' health, medical, dental, vision and life insurance, and employees are not able to opt out of coverage the City will cover the full cost of the insurance premium for single and family coverage. If during the terms of this Agreement, the City changes insurance providers in accordance with Section 14.3 and 14.5 below, the Employer and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage.

ARTICLE 15
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Minn. Stat. § 471.61, Subd. 2a authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of

sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; the employee’s individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer’s Flexible Time Off Policy). For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

**ARTICLE 16
HOLIDAYS**

Section 16.1. All Employees shall receive ninety-two (92) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee’s straight time pay.

Section 16.2. Any Employee working the following holidays shall receive one and one-half (1 and ½) times the Employee’s regular base rate of pay for the hours worked on the holidays listed in this Section 16.2. For purposes of calculating when holiday pay begins, the holiday will be designated to begin at 6:00 a.m. on the holiday and conclude at 5:59 a.m. on the following day to align with the Department’s current 12-hour shifts.

New Year’s Day
Birthday of Martin Luther King, Jr.
Washington’s Birthday
Presidents’ Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Friday after Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours pay at one and one-half (1 and ½) times the Employee’s regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

**ARTICLE 17
FLEXIBLE TIME OFF**

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

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

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320

After the 9th anniversary through the 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

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

Completed Years of Employment Flexible Time Off Accrued

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

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

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

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

Section 17.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

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

~~In 2018 only, the officers currently employed by the City of Grand Rapids will receive a one-time deposit of 84 hours of EMB time placed into their EMB bank after the execution of this labor agreement.~~

Any officer who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire. If the City is planning to make a substantial change to the Extended Medical Benefit portion of the City's Flexible Time Off policy, the City will notify the Union of such changes prior to any Council action.

ARTICLE 18 LEAVE

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

ARTICLE 19 DISCIPLINE

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay

- d. Demotion, or
- e. Discharge

Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 19.3. Written reprimands, notices of suspension, notice of demotion, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a union representative present at such questioning.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union at Step 3 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 21 LAYOFF/SENIORITY

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit. Employees upon completion of a probationary period of twelve (12) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate probationary Employees at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all Employees who change classification within the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.
2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's twelve (12) month probationary period.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

ARTICLE 22 HEALTH CARE SAVINGS ACCOUNT

Section 22.1 The Union and the City agree to allow all employees of the Police Department covered under the Union collective bargaining agreement to make an employee contribution to

the Employer-designated post employment health savings account of \$75.00 per employee per pay period. It is understood that there will be no Employer contributions to the post employment health savings account.

ARTICLE ~~22-23~~
WAIVER

Section ~~2223.1~~. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section ~~2223.2~~. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section ~~2223.3~~. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section ~~2223.4~~. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE ~~23-24~~
DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, ~~2018~~ 2020 through December 31, ~~2019~~2022, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, ~~2020~~ 2023, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR
SERVICES, INC.

BY: _____
Dale Adams, Mayor

BY: _____
Jessica Mabin, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: _____
President, Local 239

DATE: _____

DATE: _____

APPENDIX A

Initial Issue:

- (3) Long Sleeve Shirts with Patches
- (3) Short Sleeve Shirts with Patches
- (3) Uniform Pants
- (2) Breast Badges
- (1) Hat Badge
- (1) Winter Hat (GRPD Stocking Cap)
- (1) Stormy Kromer Hat (GRPD Authorized)
- (1) Summer Hat (Police Saucer Hat)
- (1) Summer Hat Rain Cover
- (1) Outer Duty Belt
- (1) Inner Duty Belt
- (1) Key Holder
- (3) Belt Keepers
- (1) Radio Holder
- (1) Flashlight Holder
- (1) Flashlight Traffic Wand
- (1) Rechargeable LED Flashlight with Charger
- (1) Pair of Winter Gloves
- (1) Double Magazine Pouch
- (1) Chemical Irritant Holder
- (1) Medical Glove Pouch
- (1) Set of Handcuffs
- (1) Spare Handcuff Key
- (1) Handcuff Case
- (1) Holster
- (2) Neck ties or (1) Neck tie and (1) Dickie
- (1) Tie Clasp
- (1) One long rain coat
- (1) Snowmobile Bibs
- (1) Pair of Boots or (1) Pair of Shoes
- ** (1) Winter Jacket with patches
- ** (1) Spring/Fall Jacket with patches
 - ** Or One All-Season Jacket with patches
- (1) One Jacket Name Tag
- (1) One Shirt Name Tag
- (1) One Ballistic Vest with Carrier
- (1) One Jacket Collar Brass
- (1) One Shirt Collar Brass
- (1) One Belt Clip Badge Holder

If the Employer decides to require a Class A uniform it will be provided as part of the initial issue at no cost to the employee.

The Employer reserves the right to specify color, style and type of uniform items, including clothing.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL NO. 345)**

POLICE SERGEANTS

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

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereinafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereinafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 345).

Section 1.3. Employee: An Employee of the City of Grand Rapids Police Department and a person occupying a position in the bargaining unit made up of police sergeants for which Law Enforcement Labor Services, Inc. Local No. 345 is the exclusive representative.

Section 1.4. Probation: A newly promoted Employee must serve a probationary period from the date of promotion through six (6) months of employment. A newly hired employee shall serve a probationary period of twelve (12) months from the date of hire.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 345).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.14. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift.

Section 1.15. Emergency: An unforeseen combination of circumstances or conditions reasonably expected to endanger life or property as defined by the Employer and calling for immediate action by the Employer.

ARTICLE 2 PURPOSE OF AGREEMENT

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. Provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 09PCL0099, August 12, 2008, as: "All Sergeants employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 17, excluding confidential and all other employees." All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

ARTICLE 4 RESPONSIBILITIES OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to

the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter the express terms and conditions of employment contained in this Agreement.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of the Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of any grievances as provided and defined in Article 7. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 UNION ACTIVITY

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer without loss of pay. The negotiation or grievance committee shall consist of no more than three (3) members, including the Union Business Agent. A list of the committee shall be submitted to the Employer each year prior to negotiations. Unless otherwise provided in this Agreement, all disciplinary actions shall be subject to the grievance procedure in Article 7, if the Employee involved so chooses.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters which the Union is authorized by law to investigate.

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs.

ARTICLE 6

CHECKOFF OF UNION DUES/FAIR SHARE

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

~~Section 6.2. Fair Share Fee. At the direction of the exclusive representative all Employees who are not members of the exclusive representative shall be required to contribute a fair share fee for services rendered by the exclusive representative in an amount as permitted by statute. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the Employer's Finance Department, and to the list furnished by the Employer of all Employees within the unit who will be assessed the fee. The Employer shall deduct the fee from the earnings of the Employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided to the Employer, or in the event a fee challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the BMS.~~

Section 6.3.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of the Article.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 7.2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, file the alleged grievance with the Chief of Police by placing the grievance in writing setting forth the nature of the Employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. The written grievance shall be presented by the Union and discussed with the Chief of Police and/or the Chief's designated Step 1 representative. The Chief of Police and/or the Chief's designated representative shall give the Union the Employer's Step 1 answer in writing within ten (10) calendar days after the Step 1 grievance meeting.

A grievance not resolved in Step 1 may be appealed to Step 2 within ten (10) calendar days of receipt by the Union of the Police Chief's Step 1 answer. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator's designated Step 2 representative. The City Administrator or the designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance unresolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following receipt by the Union of the City Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after receipt of the Employer's Step 2 answer, and not otherwise submitted to mediation as provided in Step 2A below, shall be considered waived.

Step 2A – A grievance unresolved in Step 2 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 3.

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator’s Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

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

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

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 2 or mediation in Step 2A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this Article or a procedure such as, Veteran’s Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized – Step 3 of Article 7 or another appeal procedure – and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure.

Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee's right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is two-thousand one hundred eighty-four (2,184), straight time hours, to be accounted for by each Employee through:

- a) hours worked on assigned shifts;
- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

ARTICLE 9 OVERTIME

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety-six (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time for an Employee above 80 hours and remaining as of November 30 of each year be paid on the Employee's behalf to a Post-Retirement Health Care Savings Account.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Section. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the Employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the Employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

**ARTICLE 11
WAGES**

Section 11.1. Wage Schedule ~~2018-2019 2020-2022.~~

YEAR 2018

		<u>Effective</u>			
Step-1	Probationary-Period	3/11/2018 (1%)**	- 10 Yrs	- 15 Years	- 20 Years
	\$ 30.370 (2017 rate)	\$ 30.67	\$30.92	\$ 31.17	\$ 31.42
Step-2	After Probationary Period	-	- 10 Yrs	- 15 Years	- 20 Years
	\$ 31.920 (2017 rate)	\$ 32.24	\$32.49	\$ 32.74	\$ 32.99

YEAR 2019

		<u>Effective</u>			
Step-1	Probationary-Period	1/1/2019 (2%)	- 10 Yrs	- 15 Years	- 20 Years
	\$ 30.670	\$ 31.28	\$31.53	\$ 31.78	\$ 32.03
Step-2	After Probationary Period	-	- 10 Yrs	- 15 Years	- 20 Years
	\$ 32.240	\$ 32.88	\$33.13	\$ 33.38	\$ 33.63

~~** In 2018, all employees in the Sergeants Union will receive a one-time lump sum payment of \$750.~~

POLICE SERGEANTS									
ARTICLE 11 - RATES OF PAY									
CONTRACT 2020 - 2022									
YEAR 2020									
				Effective 1/1/2020 (2.75%)	Long.				
Step 1	Probationary Period				Pay	10 Yrs	15 Yrs	20 Yrs	
	\$ 31.280			\$32.14	\$ 0.35	\$32.49	\$32.84	\$33.19	
Step 2	After Probationary Period					10 Yrs	15 Yrs	20 Yrs	
	\$ 32.880			\$33.78	\$ 0.35	\$34.13	\$34.48	\$34.83	
YEAR 2021									
				Effective 1/1/2021 (3%)					
Step 1	Probationary Period					10 Yrs	15 Yrs	20 Yrs	
	\$ 32.140			\$33.10	\$ 0.45	\$33.55	\$34.00	\$34.45	
Step 2	After Probationary Period					10 Yrs	15 Yrs	20 Yrs	
	\$ 33.784			\$34.80	\$ 0.45	\$35.25	\$35.70	\$36.15	
YEAR 2022									
				Effective 1/1/2022 (2.50%)					
Step 1	Probationary Period		Adjustment			10 Yrs	15 Yrs	20 Yrs	
	\$ 33.104		\$0.75	\$34.68	\$ 0.55	\$35.23	\$35.78	\$36.33	
Step 2	After Probationary Period					10 Yrs	15 Yrs	20 Yrs	

*An employee in Step 1 or 2 of the above wage schedule shall receive longevity pay of ~~\$.25~~ per hour as designated in the above chart in addition to the employee's base rate of pay following 10, 15, and 20 years of service, respectively.

Section 11.2. Shift Differential. A seventy-five cent (\$.75) per hour shift differential shall apply to any ~~officer~~ Sergeant required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an Employee is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee's base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed ~~officers~~ Sergeants.

Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee's regular base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee's regular rate of pay. In the event that the employee's court appearance is canceled with less than 24 hours notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours pay at one and one-half (1 and ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall be computed at one and one-half (1 and ½) times the Employee's base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime. This clause shall not affect in any manner call back time falling on an Employee's day off.

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

Section 13.1. The Employer will issue new Employees the clothing and equipment outlined in Appendix A attached. For purposes of this paragraph a new employee is an employee who, immediately prior to appointment to the position of sergeant, was not employed as a police officer with the Grand Rapids Police Department.

Section 13.2. Effective January 1, 2015, a qualifying Employee who is not a new employee under Paragraph 13.1, beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be

determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3. All clothing and equipment shall be the property of the Employee. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the Employee without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

Section 13.4. Effective January 1, 2018, the Employer will purchase and provide to any newly hired Sergeant an Employer approved service firearm. The Employer will be the owner of the firearm. Upon leaving employment with the City, the Sergeant will return the firearm to the Employer. A Sergeant separating in good standing with the City would have the option to purchase their firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer. Firearms which were purchased by Employees prior to 2018 will remain the property of the Employee. Firearms issued to Employees by the City shall remain the property of the City.

ARTICLE 14

ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2 Health and Welfare. While the Local 49 Health and Welfare Fund is the insurance provider for employees' health, medical, dental, vision and life insurance, and employees are not able to opt out of coverage the City will cover the full cost of the insurance premium for single and family coverage. If during the terms of this Agreement, the City changes insurance providers in accordance with Section 14.3 and 14.5 below, the Employer and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage

ARTICLE 15 INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from the employee's individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (effective date of the Employer's Flexible Time Off Policy).

For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

ARTICLE 16 HOLIDAYS

Section 16.1. All Employees shall receive ninety-two (92) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year.

Section 16.2. Any Employee working a Federal holiday or one-half the hours worked on Christmas Eve Day shall receive one and one-half (1 and ½) times the Employee's regular base rate of pay for the hours worked on the listed holidays. For purposes of calculating when holiday pay begins, the holiday will be designated to begin at 6:00 a.m. on the holiday and conclude at 5:59 a.m. on the following day to align with the Department's current 12-hour shifts.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours' pay at one and one-half (1 and ½) times the Employee's regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

**ARTICLE 17
FLEXIBLE TIME OFF**

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer's Flexible

Time Off Plan, as incorporated into the Employer's Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

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

Completed Years of Employment Flexible Time Off Accrued

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

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

Completed Years of Employment Flexible Time Off Accrued

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

After the 14th anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>
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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, Extended Medical Benefit, and Personal Conversion Account balances.

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

Section 17.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

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

In 2018 only, the sergeants currently employed by the City of Grand Rapids will receive a one-time deposit of 84 hours of EMB time placed into their EMB bank after the execution of this labor agreement.

Any sergeant who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire.

Section 17.5. ~~Except for employees hired after January 1, 2013, e~~Employees with three years of service that have accumulated over 248 hours of FTO on their hire date of each year will have those hours, up to a maximum of forty (40) hours, converted into cash and deposited in their post-employment health care savings account. This conversion is available only if the employee has used at least ~~eighty (80)~~ eighty-four (84) hours of FTO during the twelve (12) months preceding the hire date. ~~Any Employee hired after January 1, 2013, will not have the option of depositing up to a maximum of forty (40) hours of FTO into the Employee's post-employment health care savings account as provided in this section.~~

Section 17.6. All employees shall contribute ~~seventy-five dollars (\$75)~~ one hundred dollars (\$100) per pay period into their post employment health care savings account.

ARTICLE 18 LEAVE

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

ARTICLE 19 DISCIPLINE

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay
- d. Demotion, or
- e. Discharge

Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 19.3. Written reprimands, notices of suspension, notices of demotion, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a union representative present at such questioning.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union at Step 2 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 21 LAYOFF/SENIORITY

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire or promotion to the sergeant position and within the present bargaining unit. Employees upon completion of a probationary period as defined in Article 1.4 shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate new probationary Employees at any time during the probationary period for any reason, and a promoted sergeant from patrol may be demoted to patrol at any time during the probationary period. The Employer,

at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by a coin toss. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.
2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's probationary period as defined in Article 1.4.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

ARTICLE 22 RIGHT TO SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all work performed by Employees covered by this Agreement, provided that if the Employer exercises its option to subcontract, the Employer will endeavor to obtain an agreement with the subcontractor to seek employment for as many of the present Employees as the subcontractor needs to carry out the functions of the Police Department.

ARTICLE 23 WAIVER

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and

that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 23.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 23.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 24
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, ~~2018~~ 2020 through December 31, ~~2019~~ 2022, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, ~~2020~~ 2023, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Dale Adams, Mayor

BY: _____
Jim Mortenson, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: _____
President, Local 345

DATE: _____

DATE: _____

APPENDIX A

Initial Issue:

- (3) Long Sleeve Shirts with Patches
- (3) Short Sleeve Shirts with Patches
- (3) Uniform Pants
- (2) Breast Badges
- (1) Hat Badge
- (1) Winter Hat (GRPD Stocking Cap)
- (1) Stormy Kromer Hat (GRPD Authorized)
- (1) Summer Hat (Police Saucer Hat)
- (1) Summer Hat Rain Cover
- (1) Outer Duty Belt
- (1) Inner Duty Belt
- (1) Key Holder
- (3) Belt Keepers
- (1) Radio Holder
- (1) Flashlight Holder
- (1) Flashlight Traffic Wand
- (1) Rechargeable LED Flashlight with Charger
- (1) Pair of Winter Gloves
- (1) Double Magazine Pouch
- (1) Chemical Irritant Holder
- (1) Medical Glove Pouch
- (1) Set of Handcuffs
- (1) Spare Handcuff Key
- (1) Handcuff Case
- (1) Holster
- (2) Neck ties or (1) Neck tie and (1) Dickie
- (1) Tie Clasp
- (1) One long rain coat
- (1) Snowmobile Bibs
- (1) Pair of Boots or (1) Pair of Shoes
- ** (1) Winter Jacket with patches
- ** (1) Spring/Fall Jacket with patches
- **Or One All-Season Jacket with patches
- (1) One Jacket Name Tag
- (1) One Shirt Name Tag
- (1) One Ballistic Vest with Carrier
- (1) One Jacket Collar Brass
- (1) One Shirt Collar Brass
- (1) One Belt Clip Badge Holder

If the Employer decides to require a Class A uniform it will be provided at no cost to the employee.

The Employer reserves the right to specify color, style and type of uniform items, including clothing.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0635 **Version:** 1 **Name:** PW request for quotes on 2020 front end loader
Type: Agenda Item **Status:** Passed
File created: 10/1/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

The State of Minnesota's Office of State Procurement established a Minnesota Statute that allows eligible entities to purchase goods and contracts called the Minnesota Cooperative Purchasing Venture (CPV). The City of Grand Rapids has been an eligible partner of the CPV since the year 2000. The loader that Public Works is requesting to create specifications and solicit a quote for will replace the 1995 loader. The 1995 loader is recommended to be auctioned at the August 2020 DNR Auction. The new 2020 loader will be equipped with a snow plow and wing. It's plowing area includes the Central Business District, the avenues approaching Highway 2 and Highway 169 NE, the IRA Civic Center lots, Knollwood Addition and all city streets off of Highway 38 that are north of NW 20th St. It also plows out all of our city snow dumps and pushes the piles while we are hauling.

Summer activities include forestry projects, where loading branches is required, maintaining both the compost and bush piles and other granular stockpiles. It is an integral piece of equipment for the construction projects on the Road Right of Way and Storm Water Utility projects. Once the specifications are written and quotes are received, I will submit a second RCA to authorize the purchase.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends creating specifications and soliciting a quote utilizing the Minnesota Cooperative Purchasing Venture for the 2020 budgeted loader and to auction the 1995 loader at the August 2020 DNR Auction.

Requested City Council Action

Consider making a motion to approve the Public Works Department's request to create specifications and solicit a quotes 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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0636 **Version:** 1 **Name:** PW request for quotes on 2020 compact track loader
Type: Agenda Item **Status:** Passed
File created: 10/1/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

The State of Minnesota's Office of State Procurement established a Minnesota Statute that allows eligible entities to purchase goods and contracts called the Minnesota Cooperative Purchasing Venture (CPV). The City of Grand Rapids has been an eligible partner of the CPV since the year 2000. The compact track loader that Public Works is requesting to create specifications and solicit a quote for will replace the 1999 S-10 pickup. The 1999 S-10 pickup is recommended to be auctioned at the August 2020 DNR Auction. The new 2020 compact track loader will be equipped with 2 snow plows, a 72" straight blade and a v-plow blade and a dirt bucket. This machine will be used in the downtown area to clear snow from sidewalks and parking lots.

Staff Recommendation:

Matt Wegwerth, Public Works Director, recommends creating specifications and soliciting a quote utilizing the Minnesota Cooperative Purchasing Venture for the 2020 budgeted compact track loader and to auction the 1999 S-10 pickup at the August 2020 DNR Auction.

Requested City Council Action

Consider making a motion to approve the Public Works Department's request to create specifications and solicit a quotes 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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0638 **Version:** 1 **Name:** 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.

Type: Agenda Item **Status:** Passed

File created: 10/2/2019 **In control:** City Council

On agenda: 10/14/2019 **Final action:** 10/14/2019

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [IRRRB Demo Resolution- 2019](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

Staff is seeking approval for an application to the Iron Range Resources & Rehabilitation (IRRR) Residential Redevelopment Grant Program which, if approved, could provide a maximum of 75 percent of the demolition costs, or three dollars per building square foot including basements, whichever is less, for one residential demolition project in town.

The residential structure, located at 714 NW 3rd Ave, has been the subject of several law enforcement visits over the recent years, and an exterior visual inspection, for hazardous building consideration under Minnesota Statute 463.15, by the City of Grand Rapids' Building Official. An adjacent homeowner has since purchased the property/building with the intent to raze the building and to add the vacant area as yard space, bringing their property into compliance with minimum lot size standards.

The City of Grand Rapids has applied to the IRRR Residential Redevelopment Grant Program in 2014 and 2018, for the razing of five single-family dwellings. The City hopes, that with a successful grant application, demolition costs to the property would be reduced, thereby improving the surrounding neighborhood.

Project eligibility criteria are:

1. Qualifying structures include single-unit residential houses, residential duplex homes of no more than two units, garages and accessory structures.
2. Structure to be demolished must be located within the IRRR service area.
3. IRRR reserves the right to evaluate all proposed structures to determine demolition feasibility.

The draft Resolution is attached (*The IRRR has moved to a web based grant application process, so there is not an*

application to attach).

Requested City Council Action

Pass a motion adopting a resolution authorizing the city to make an application to, and accept funds from, the 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-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE IRRR RESIDENTIAL REDEVELOPMENT GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota residential redevelopment demolition project for property located at: 714 NW 3rd Avenue, Grand Rapids, MN/Parcel ID #91-585-3445; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

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

Adopted by the Council this 14th 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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0641 **Version:** 1 **Name:** Consider authorizing City Staff to utilize E-Verify.
Type: Agenda Item **Status:** Passed
File created: 10/3/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider authorizing City Staff to utilize E-Verify.

Sponsors:

Indexes:

Code sections:

Attachments: [MOUforEVerifyEmployer](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

Consider authorizing City Staff to utilize E-Verify.

Background Information:

Using E Verify is an important step in ensuring that the City has a legal workforce by electronically confirming the information on Form I-9, Employment Eligibility Verification, referred to hereafter as Form I-9.

E-Verify works by electronically comparing the information from an employee's Form I-9 with records available to SSA and/or DHS to verify the identity and employment eligibility of each newly hired employee.

E-Verify is free, and it is the best means available to confirm the employment eligibility of new hires.

E-Verify account must have at least one program administrator. The program administrator is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. The program administrator role includes functions of a general user. Permissions include: Registering new users; creating user accounts for other program administrators and general users; creating and managing cases, viewing reports, updating profile information for other program administrators general users, and themselves; unlocking user accounts; and closing accounts.

Employers can have as many or no general users as they desire. The general user is responsible for following all E-Verify program rules and staying informed of changes to E-Verify policies and procedures. Permissions include: Creating and managing cases; viewing reports; and updating their own profile.

In order to enroll, the City must enter into a Memorandum of Understanding (see attached).

Staff Recommendation:

It is recommended that the Director of Human Resources, Lynn DeGrio, be appointed as the Program Administrator. The Payroll Clerk/Human Resources Technician, Cindy Phillips, as well as Assistant Finance Director, Laura Pfeifer, will be General Users.

Requested City Council Action

Make a motion to (1) authorize City Staff to utilize E-Verify by authorizing Cindy Phillips and Laura Pfeifer as General Users and Lynn DeGrio as Program Administrator; and (2) authorize City staff to enter into a Memorandum of Understanding between the Department of Homeland Security (DHS) and City of Grand Rapids.

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0642 **Version:** 1 **Name:** Elections - Zion Lutheran Facility
Type: Agenda Item **Status:** Passed
File created: 10/4/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving facility use agreement with Zion Lutheran Church for 2020 Elections.

Sponsors:

Indexes:

Code sections:

Attachments: [Zion Lutheran Facility Use.pdf](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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

Background Information:

In order to secure Precinct 4 polling place for 2020 elections, we have completed the facility use agreement request for Zion Lutheran Church. There is no cost for the use of the facility.

Requested City Council Action

Make a motion approving facility use agreement with Zion Lutheran Church for 2020 Elections.



Zion Lutheran Church Facility Use Agreement

(Please Print)

Name of Organization: City of Grand Rapids

Not-For-Profit For-Profit

Organization's Purpose: Local Government

Responsible Person: Kimberly Gibbeau

Address: 420 North Pokegama Ave.

Day Phone: 218-326-7611 Cell Phone: 218-259-4415

Email: kgibbeau@ci.grand-rapids.mn.us

Additional Contact Person's Name: Lynn Degrio

Day Phone: 218-326-7606 Cell Phone: _____

Email: ldegrio@ci.grand-rapids.mn.us

Date(s) Requested: See Attached
(If you have several ongoing dates, please use the form on the following page. Thank you.)

Start Time: _____ End Time: _____ *(Please include time for setup and cleanup)*

Frequency: _____ One Time Only
_____ Other: please specify _____

Describe *IN DETAIL* the type of event you will be bringing to our facility.

Return of Damage Deposit

_____ Donate part of my deposit to Zion—\$_____ (specify amount)

_____ Donate my \$200 deposit to Zion

Please note: You must notify Zion for a refund check following your event(s) or at the end of the program year (July 1-June 30).

Rooms Requested:

- Christian Life Center (CLC/Gym)
- CLC Kitchen
- Fellowship Hall
- Fellowship Hall Kitchen
- Classroom
- Music Room
- Other _____

We will provide meals to our judges/staff but they typically need access to a fridge + microwave as well as a coffee pot if possible

Anticipated Number of Participants: *Unknown - Likely high traffic*

Will food or drink be consumed? Yes No *By judges working*

Equipment Needs:

- Round Tables: # _____
- Chairs: # _____
- 8 Foot Tables: # _____
- 6 Foot Tables: # _____
- CLC/Gym Sound System

- Weddings only:
- Candelabras—\$20
 - Aisle Candles—\$40

- We will do our own set up (no charge)
- Please set up (CLC/Fellowship Hall)—\$125 *(Subject to custodian availability)*
- Please take down (CLC/Fellowship Hall)—\$125 *(Subject to custodian availability)*

Certificate of Insurance Requirements for For-profit Groups:

For-profit groups are required to provide certificates of insurance naming Zion Lutheran Church as additional insured. A certificate should be turned in to the church office at least a week before the first use. For continuing usage, the form should be renewed annually.

Release and Indemnity Agreement

This Release and Indemnity Agreement is between City of Grand Rapids (organization or individual) and Zion Lutheran Church of Grand Rapids, Minnesota (for use of the property described above for meetings and other activities.)

NOW, THEREFORE, in consideration of Zion Lutheran Church permitting the organization or individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

Organization or individual(s) hereby indemnify, hold harmless, releases, and discharges Zion Lutheran Church of Grand Rapids, Minnesota, and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.

ACCEPTANCE OF RESPONSIBILITY

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the church property will be used in accordance with the Rules and Regulations of the congregation (a copy Facility Use Policies including the Rules has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization (if applicable): City of Grand Rapids

Signature: _____

Print Name: Dale Adams

Title (if any): MAYOR

Date: _____

Zion Use Only

Request Approved Request Denied

Signature _____ Date _____

Deposit and/or fees received:

Damage deposit _____ Rental _____ Special Services _____ Total _____

Check Cash Received from: _____

Damage deposit return (date, amount and initial):

Donated _____ Submitted to accounting _____

Sent to: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0643 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 10/7/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Accepting IRRR development infrastructure grant](#)
[Grant Agreement \(unsigned\)](#)
[Exhibits Final Grand Rapids North Homes 2020 \(1\)](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

North Homes, Inc., dba North Homes Children and Family Services (North Homes), was established in 1990 as a group home for adolescent males. Employing a staff of over 300, their services are managed out of four locations including Grand Rapids, Bemidji, Deer River and Duluth, with Grand Rapids also serving at the location of its administrative functions.

North Homes currently operates a 20-bed residential treatment facility (the Cottage) at 1920 River Rd., Grand Rapids. Licensed by the Minnesota Department of Human Services, the Cottage provides shelter, treatment and care for youth, ages 12-18, with serious emotional disturbances.

North Homes' proposed project would transition the current Cottage residential treatment facility to a psychiatric residential treatment facility (PRFT) as well as build an additional 11,000 square foot 32 bed PRTF facility and a 10,600 square foot wellness center, primarily for the residents, on the same site.

Conservatively, this project will increase North Homes' employment on the site from 25 FTEs to 90 FTEs. The new positions will include mental health practitioners, registered nurses, a mental health professional and a program supervisor. The averages annual salary of these 45 new positions will be \$45,000, exclusive of employer provided 401K and health insurance benefits valued at an additional average of \$5,200 per year.

The estimated total cost of the project is \$6.94 million. Groundbreaking for the project is scheduled for spring of 2020.

The City Council has previously authorized an application to MN IRRR for a Development Infrastructure grant. On September 9th, the MN IRRR awarded a grant of \$350,000.00.

Requested City Council Action

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 and authorize the Mayor and City Administrator to execute the grant agreement.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$350,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE PROGRAM FOR SITE WORK ASSOCIATED WITH THE EXPANSION OF NORTH HOMES

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 \$350,000.00 Development Infrastructure grant award from the IRRR for the site work associated with the expansion of the North Homes psychiatric residential treatment facility at 1920 River Road.

Adopted this 14th day of October, 2019.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

**STATE OF MINNESOTA
GRANT CONTRACT**

PO ID 3000007453	PO Date September 13, 2019		Fiscal Year 2020	Grant Award \$350,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 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. 20-004 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:

September 18, 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 this grant contract is fully executed. **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:

December 31, 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 \$350,000.00 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 Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@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: September 13, 2019

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: September 18, 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

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for infrastructure and site-work for the construction of two new facilities to provide mental health services in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds. The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$350,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and site development costs are ineligible for reimbursement.

EXHIBIT C

IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

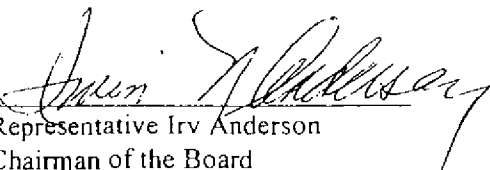
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS
29th DAY OF APRIL, 1996

AYES: 11
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

Signed: 
Representative Irv Anderson
Chairman of the Board



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0644 **Version:** 1 **Name:** Approve Final Payment CP 2011-3.
Type: Agenda Item **Status:** Passed
File created: 10/7/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving Final Payment for CP 2011-3, 2018 Northeast Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [PayEst13-Final](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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

Background Information:

The total final payment amount is \$53,430.55. The original contract amount was \$2,149,000.00. The final contract amount is \$2,155,450.00.

Staff Recommendation:

City Staff recommends approving Final Payment for CP 2011-3, 2018 Northeast Improvements in the amount of \$53,430.55.

Requested City Council Action

Make a motion approving Final Payment for CP 2011-3, 2018 Northeast Improvements in the amount of \$53,430.55.



CITY OF GRAND RAPIDS

420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Project SAP 129-146-001 [CP 2011-3] - 2018 Northeast Improvements
 Final Pay Request No. 13



Contractor: Casper Construction
 PO Box 480
 Grand Rapids, MN 55744

Contract No. N/A
Vendor No. 6/25/2019 - 10/1/2019
For Period: _____
Warrant # _____
Date _____

Contract Amounts

Original Contract	\$2,149,000.00
Contract Changes	\$6,450.00
Revised Contract	\$2,155,450.00
Work Certified To Date	
Base Bid Items	\$1,998,829.89
Backsheet	\$0.00
Change Order	\$6,450.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,005,279.89

Funds Encumbered

Original	\$2,149,000.00
Additional	N/A
Total	\$2,149,000.00

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 129-146-001 [CP 2011-3]	\$3,383.13	\$2,005,279.89	\$0.00	\$1,951,849.34	\$53,430.55	\$2,005,279.89
				Percent Retained: 0.0000%		
					Amount Paid This Final Pay Request \$53,430.55	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By *[Signature]*
 County/City/Project Engineer
 10/2/2019
 Date

Approved By Casper Construction *[Signature]*
 Contractor
 10/02/19
 Date

CITY OF GRAND RAPIDS
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Project No. SAP 129-146-001 [CP 2011-3]
 Final Pay Request No. 13

SAP 129-146-001 [CP 2011-3] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/15/2018	05/30/2018	\$134,545.02	\$6,727.25	\$127,817.77
2	05/31/2018	06/13/2018	\$155,518.20	\$7,775.91	\$147,742.29
3	06/14/2018	06/27/2018	\$195,329.85	\$9,766.49	\$185,563.36
4	06/28/2018	07/11/2018	\$233,293.59	\$11,664.68	\$221,628.91
5	07/12/2018	08/01/2018	\$326,195.00	\$16,309.75	\$309,885.25
6	08/02/2018	08/15/2018	\$558,872.11	\$27,943.61	\$530,928.50
7	08/16/2018	08/29/2018	\$189,970.74	(\$35,344.58)	\$225,315.32
8	08/30/2018	09/12/2018	\$35,155.00	\$878.88	\$34,276.12
9	09/13/2018	10/30/2018	\$2,336.10	\$58.40	\$2,277.70
10	10/31/2018	05/15/2019	\$6,450.00	\$161.25	\$6,288.75
11	05/16/2019	06/11/2019	\$163,223.15	\$4,080.58	\$159,142.57
12	06/12/2019	06/24/2019	\$1,008.00	\$25.20	\$982.80
13	06/25/2019	10/01/2019	\$3,383.13	(\$50,047.42)	\$53,430.55
Totals:			\$2,005,279.89	\$0.00	\$2,005,279.89

SAP 129-146-001 [CP 2011-3] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Amount Paid To Date
001	268,990.00	0.00	262,265.25	6,724.75	268,990.00
002	42,608.02	0.00	41,542.82	1,065.20	42,608.02
003	50,614.92	0.00	49,349.55	1,265.37	50,614.92
004	72,575.88	0.00	70,761.48	1,814.40	72,575.88
005	52,710.88	0.00	51,393.11	1,317.77	52,710.88
006	136,315.63	0.00	132,907.74	3,407.89	136,315.63
008	27,195.66	0.00	26,515.77	679.89	27,195.66
009	9,305.20	0.00	9,072.57	232.63	9,305.20
010	35,964.72	0.00	35,065.60	899.12	35,964.72
011	5,384.00	0.00	5,249.40	134.60	5,384.00
007	347,229.13	0.00	338,548.40	8,680.73	347,229.13
012	135,465.80	0.00	132,079.15	3,386.65	135,465.80
014	23,897.86	0.00	23,300.41	597.45	23,897.86
015	10,215.00	0.00	9,959.62	255.38	10,215.00
016	99,266.08	0.00	96,784.43	2,481.65	99,266.08
017	11,074.36	0.00	10,797.50	276.86	11,074.36
019	26,710.72	0.00	26,042.95	667.77	26,710.72
013	513,937.02	0.00	497,790.04	16,146.98	513,937.02
018	114,609.80	0.00	111,744.55	2,865.25	114,609.80
020	21,209.17	0.00	20,678.94	530.23	21,209.17
Totals:			\$0.00	\$53,430.57	\$2,005,279.88

CITY OF GRAND RAPIDS
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Project No. SAP 129-146-001 [CP 2011-3]
 Final Pay Request No. 13

SAP 129-146-001 [CP 2011-3] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Local	11,974.10	521,512.44	521,512.44	478,964.03
2	MSAS - Storm Sewer	5,608.43	227,760.26	227,760.26	224,337.10
3	Municipal (MSAS > 5000)	24,827.71	903,288.67	896,838.67	861,166.15
4	GRPUC - SM	2,342.54	106,129.29	106,129.29	93,701.54
5	GRPUC - SS	1,753.38	71,802.92	71,802.92	70,135.12
6	GRPUC - WM	5,195.17	249,594.57	249,594.57	207,806.69
7	GRPUC - WS	1,729.23	75,361.84	75,361.84	69,169.24

Totals: \$53,430.56 \$2,155,450.00 \$2,149,000.00 \$2,005,279.88

CITY OF GRAND RAPIDS
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Project No. SAP 129-146-001 [CP 2011-3]
 Final Pay Request No. 13

Line Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 129-146-001 [CP 2011-3] Project Item Status								
GENERAL CONSTRUCTION								
1	2101.505 CLEARING	ACRE	\$10,000.00	0.02	0	\$0.00	0	\$0.00
2	2101.505 GRUBBING	ACRE	\$10,000.00	0.02	0	\$0.00	0	\$0.00
3	2101.524 CLEARING	TREE	\$200.00	13	0	\$0.00	10	\$2,000.00
4	2101.524 GRUBBING	TREE	\$200.00	13	0	\$0.00	10	\$2,000.00
5	2104.502 REMOVE MANHOLE OR CATCH BASIN	EACH	\$400.00	21	0	\$0.00	22	\$8,800.00
6	2104.502 REMOVE CASTING	EACH	\$100.00	2	0	\$0.00	1	\$100.00
7	2104.502 REMOVE SIGN TYPE C	EACH	\$30.00	19	0	\$0.00	19	\$570.00
8	2104.502 REMOVE SIGN TYPE SPECIAL	EACH	\$50.00	6	0	\$0.00	6	\$300.00
9	2104.502 SALVAGE CASTING	EACH	\$200.00	2	0	\$0.00	0	\$0.00
10	2104.502 SALVAGE SIGN TYPE C	EACH	\$33.00	5	0	\$0.00	5	\$165.00
11	2104.502 SALVAGE MAIL BOX SUPPORT	EACH	\$50.00	4	0	\$0.00	4	\$200.00
12	2104.502 ABANDON WATER MAIN	EACH	\$500.00	10	0	\$0.00	9	\$4,500.00
13	2104.503 SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	\$3.13	432	0	\$0.00	244	\$763.72
14	2104.503 SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$1.55	1903	0	\$0.00	2492	\$3,862.60
15	2104.503 REMOVE WATER MAIN	LF	\$10.00	256	0	\$0.00	61	\$610.00
16	2104.503 REMOVE SEWER PIPE (STORM)	LF	\$8.00	967	0	\$0.00	850	\$6,800.00
17	2104.503 REMOVE SEWER PIPE (SANITARY)	LF	\$5.00	2362	0	\$0.00	2156	\$10,780.00
18	2104.503 REMOVE CONCRETE CURB	LF	\$2.00	5404	0	\$0.00	5425	\$10,850.00
19	2104.503 REMOVE WATER SERVICE PIPE	LF	\$4.00	997	0	\$0.00	797	\$3,188.00
20	2104.504 REMOVE CONCRETE PAVEMENT	SY	\$5.00	1219	0	\$0.00	1219	\$6,095.00
21	2104.504 REMOVE BITUMINOUS PAVEMENT	SY	\$2.50	14331	0	\$0.00	14779	\$36,947.50
22	2104.603 ABANDON STORM SEWER	LF	\$15.00	290	0	\$0.00	290	\$4,350.00
23	2105.504 GEOTEXTILE FABRIC TYPE 5	SY	\$1.50	15140	0	\$0.00	9826	\$14,739.00
24	2105.507 COMMON EXCAVATION (P)	CY	\$8.50	3832	245.3	\$2,085.05	4103.3	\$34,878.05
25	2105.507 SUBGRADE EXCAVATION	CY	\$7.20	8649	0	\$0.00	5831	\$41,983.20
26	2105.507 SELECT GRANULAR BORROW (CV)	CY	\$12.00	8713	0	\$0.00	5831	\$69,972.00
134	2105.601 DEWATERING	LS	\$21,400.00	1	0	\$0.00	0	\$0.00
27	2112.519 SUBGRADE PREPARATION	RDST	\$230.00	35.96	0	\$0.00	35.96	\$8,270.80
28	2118.507 AGGREGATE SURFACING (CV) CLASS 5	CY	\$37.25	39	0	\$0.00	39	\$1,452.75
29	2211.507 AGGREGATE BASE (CV) CLASS 5	CY	\$32.35	3000	0	\$0.00	3000	\$97,050.00
30	2231.604 BITUMINOUS PATCH SPECIAL	SY	\$42.00	239	0	\$0.00	742.34	\$31,178.28
31	2231.604 BITUMINOUS PATCH SPECIAL 1	SY	\$75.00	99	0	\$0.00	154.1	\$11,557.50
32	2231.604 BITUMINOUS PATCH SPECIAL 2	SY	\$55.00	334	0	\$0.00	333.6	\$18,348.00
33	2232.504 MILL BITUMINOUS SURFACE (2.0")	SY	\$3.00	3307	0	\$0.00	3413	\$10,239.00
34	2360.509 TYPE SP 9.5 WEARING COURSE MIX (2:C)	TON	\$75.48	1579	0	\$0.00	1497	\$112,993.56
35	2360.509 TYPE SP 12.5 WEARING COURSE MIX (2:C)	TON	\$75.48	1885	0	\$0.00	1588.31	\$119,865.64
131	2411.607 CONCRETE STEPS	CY	\$750.00	5	0	\$0.00	2	\$1,500.00

CITY OF GRAND RAPIDS
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SAP 129-146-001 [CP 2011-3] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
36	2451.607	CRUSHED ROCK (CV)	CY	\$32.00	191	0	\$0.00	3	\$96.00
37	2502.503	4" PERF PE PIPE DRAIN	LF	\$5.00	1044	0	\$0.00	2384	\$11,920.00
38	2502.804	2" INSULATION	SY	\$28.00	205	0	\$0.00	220.5	\$6,174.00
39	2506.502	CASTING ASSEMBLY	EACH	\$520.00	55	0	\$0.00	55	\$28,600.00
40	2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	6	0	\$0.00	3	\$1,500.00
41	2521.518	4" CONCRETE WALK	SF	\$4.75	22803	0	\$0.00	22021.5	\$104,602.13
42	2521.518	6" CONCRETE WALK	SF	\$6.95	2184	0	\$0.00	2440.2	\$16,959.39
43	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	\$13.30	7848	97.6	\$1,298.08	8044.6	\$106,993.18
44	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SY	\$50.00	724	0	\$0.00	869.2	\$43,460.00
45	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SY	\$58.00	340	0	\$0.00	287.8	\$16,692.40
46	2531.618	TRUNCATED DOMES	SF	\$35.00	292	0	\$0.00	250.2	\$8,757.00
47	2540.602	MAIL BOX	EACH	\$100.00	4	0	\$0.00	4	\$400.00
48	2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$150.00	5	0	\$0.00	5	\$750.00
49	2564.518	SIGN PANELS TYPE C	SF	\$60.00	165	0	\$0.00	165	\$9,900.00
50	2564.518	SIGN PANELS TYPE SPECIAL	SF	\$44.00	72	0	\$0.00	72	\$3,168.00
51	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$135.00	84	0	\$0.00	52	\$7,020.00
54	2582.503	6" SOLID LINE MULTI COMP GR IN	LF	\$5.70	390	0	\$0.00	485	\$2,764.50
55	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN	LF	\$0.90	3251	0	\$0.00	3273	\$2,945.70
Totals For Section GENERAL CONSTRUCTION:							\$3,383.13		\$1,049,631.90
LANDSCAPING									
132	2571.524	CONIFEROUS TREE 5' HT CONT	TREE	\$400.00	2	0	\$0.00	0	\$0.00
56	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$425.00	12	0	\$0.00	11	\$4,675.00
133	2571.525	DECIDUOUS SHRUB 2' HT BR	SHRB	\$70.00	4	0	\$0.00	1	\$70.00
52	2573.503	SILT FENCE: TYPE MS	LF	\$3.00	1872	0	\$0.00	1500	\$4,500.00
53	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	\$6.00	40	0	\$0.00	40	\$240.00
57	2574.507	COMMON TOPSOIL BORROW	CY	\$30.00	610	0	\$0.00	338.5	\$10,155.00
58	2575.504	SODDING TYPE LAWN	SY	\$6.50	8495	0	\$0.00	8705.5	\$56,585.75
59	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SY	\$4.25	585	0	\$0.00	471	\$2,001.75
60	2575.505	SEEDING	ACRE	\$2,000.00	0.12	0	\$0.00	0.1	\$200.00
130	2575.505	WEED SPRAYING	ACRE	\$6,000.00	0.12	0	\$0.00	0.12	\$720.00
129	2575.506	WEED SPRAY MIXTURE	GAL	\$800.00	0.06	0	\$0.00	0.06	\$48.00
61	2575.508	SEED MIXTURE 33-361	LB	\$80.00	26.4	0	\$0.00	22	\$1,760.00
Totals For Section LANDSCAPING:							\$0.00		\$80,955.50
LIGHTING									
62	2540.602	BOLLARD	EACH	\$600.00	2	0	\$0.00	2	\$1,200.00
122	2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	\$760.00	12	0	\$0.00	12	\$9,120.00
123	2545.502	SERVICE CABINET	EACH	\$6,850.00	1	0	\$0.00	1	\$6,850.00
124	2545.502	SERVICE EQUIPMENT	EACH	\$700.00	4	0	\$0.00	3	\$2,100.00

CITY OF GRAND RAPIDS
 420 N. Pokegama Avenue
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SAP 129-146-001 [CP 2011-3] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
121	2545.502	EQUIPMENT PAD	EACH	\$400.00	1	0	\$0.00	1	\$400.00
125	2545.502	HANDHOLE	EACH	\$800.00	2	0	\$0.00	2	\$1,600.00
127	2545.503	2" NON-METALLIC CONDUIT (P)	L F	\$5.00	3000	0	\$0.00	3000	\$15,000.00
126	2545.503	UNDERGROUND WIRE 1/C 8 AWG	L F	\$0.80	9675	0	\$0.00	9675	\$7,740.00
128	2545.602	UNDERGROUND WIRE 1/C (BARE) 12 AWG	L F	\$0.30	1800	0	\$0.00	1800	\$540.00
		INSTALL LIGHTING UNIT	EACH	\$840.00	12	0	\$0.00	12	\$10,080.00
LUMP SUM							\$0.00		\$54,630.00
63	2011.601	CONSTRUCTION SURVEYING	LS	\$23,000.00	1	0	\$0.00	1	\$23,000.00
64	2021.501	MOBILIZATION	LS	\$80,496.07	1	0	\$0.00	1	\$80,496.07
65	2101.501	CLEARING & GRUBBING	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
66	2563.601	TRAFFIC CONTROL	LS	\$8,400.00	1	0	\$0.00	1	\$8,400.00
67	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$4,900.00	1	0	\$0.00	1	\$4,900.00
68	2575.601	EROSION CONTROL	LS	\$7,000.00	1	0	\$0.00	1	\$7,000.00
LUMP SUM							\$0.00		\$125,796.07
SANITARY									
69	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$400.00	25	0	\$0.00	28	\$11,200.00
70	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$480.00	1	0	\$0.00	0	\$0.00
71	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,000.00	5	0	\$0.00	3	\$3,000.00
72	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$220.00	27	0	\$0.00	27	\$5,940.00
73	2503.602	8"X4" PVC WYE	EACH	\$315.00	20	0	\$0.00	20	\$6,300.00
74	2503.602	12"X4" PVC WYE	EACH	\$480.00	4	0	\$0.00	3	\$1,440.00
75	2503.602	12"X6" PVC WYE	EACH	\$495.00	1	0	\$0.00	1	\$495.00
76	2503.603	SANITARY SEWER INSPECTION	L F	\$1.95	1391	0	\$0.00	1198	\$2,336.10
77	2503.603	8" PVC PIPE SEWER	L F	\$36.00	940	0	\$0.00	750	\$27,000.00
78	2503.603	12" PVC PIPE SEWER	L F	\$65.00	451	0	\$0.00	448	\$29,120.00
79	2503.603	4" PVC SANITARY SERVICE PIPE	L F	\$35.00	1034	0	\$0.00	923	\$32,305.00
80	2503.603	6" PVC SANITARY SERVICE PIPE	L F	\$36.00	32	0	\$0.00	35	\$1,260.00
81	2506.502	CONST DRAINAGE STRUCTURE DESIGN F	EACH	\$2,300.00	5	0	\$0.00	5	\$11,500.00
82	2506.503	CONST DRAINAGE STRUCTURE DESIGN F	L F	\$200.00	14.35	0	\$0.00	14.46	\$2,892.00
LUMP SUM							\$0.00		\$134,788.10
STORM SEWER									
83	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$3.00	150	0	\$0.00	0	\$0.00
84	2501.502	15" RC PIPE APRON	EACH	\$1,300.00	1	0	\$0.00	1	\$1,300.00
85	2501.502	18" SPAN RC PIPE-ARCH APRON	EACH	\$1,300.00	1	0	\$0.00	1	\$1,300.00
86	2503.503	18" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$88.00	132	0	\$0.00	132	\$11,616.00
87	2503.503	18" SPAN RC PIPE-ARCH SEWER CL IVA	L F	\$81.00	338	0	\$0.00	338	\$27,378.00

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 420 N. Pokegama Avenue
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SAP 129-146-001 [CP 2011-3] Project Item Status												
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date			
89	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$60.00	1494	0	\$0.00	1482	\$88,920.00			
90	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$57.00	482	0	\$0.00	443	\$25,251.00			
91	2503.503	21" RC PIPE SEWER DES 3006 CL IV	L F	\$58.00	381	0	\$0.00	381	\$22,098.00			
92	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,100.00	10	0	\$0.00	10	\$11,000.00			
93	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$1,600.00	12	0	\$0.00	12	\$19,200.00			
94	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$9,500.00	1	0	\$0.00	1	\$9,500.00			
95	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$8,700.00	1	0	\$0.00	1	\$8,700.00			
96	2506.502	CONST DRAINAGE STRUCTURE DES 48-4020	EACH	\$1,800.00	32	0	\$0.00	32.67	\$58,806.00			
97	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$4,300.00	1	0	\$0.00	1	\$4,300.00			
98	2506.502	CONST DRAINAGE STRUCTURE DES 84-4020	EACH	\$4,900.00	1	0	\$0.00	1	\$4,900.00			
99	2506.502	INSTALL CASTING	EACH	\$200.00	2	0	\$0.00	0	\$0.00			
100	2506.601	STORM SEWER OUTFALL	LS	\$7,100.00	1	0	\$0.00	1	\$7,100.00			
101	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$300.00	2	0	\$0.00	1	\$300.00			
102	2511.507	SEAL CATCH BASIN	EACH	\$200.00	12	0	\$0.00	13	\$2,600.00			
		RANDOM RIPRAP CLASS III	C Y	\$100.00	7	0	\$0.00	0	\$0.00			
				Totals For Section STORM SEWER:							\$304,269.00	
WATER												
103	2504.601	TEMPORARY WATER SERVICE	LS	\$8,300.00	1	0	\$0.00	1	\$8,300.00			
104	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,800.00	5	0	\$0.00	5	\$9,000.00			
105	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	\$240.00	28	0	\$0.00	26	\$6,240.00			
106	2504.602	HYDRANT	EACH	\$4,300.00	5	0	\$0.00	4	\$17,200.00			
107	2504.602	ADJUST VALVE BOX	EACH	\$300.00	3	0	\$0.00	0	\$0.00			
108	2504.602	1" CORPORATION STOP	EACH	\$450.00	26	0	\$0.00	25	\$11,250.00			
109	2504.602	6" GATE VALVE & BOX	EACH	\$1,300.00	6	0	\$0.00	5	\$6,500.00			
110	2504.602	8" GATE VALVE & BOX	EACH	\$1,700.00	3	0	\$0.00	4	\$6,800.00			
111	2504.602	12" GATE VALVE & BOX	EACH	\$3,000.00	5	0	\$0.00	3	\$9,000.00			
112	2504.602	ADJUST CURB BOX	EACH	\$200.00	1	0	\$0.00	0	\$0.00			
113	2504.602	1" CURB STOP & BOX	EACH	\$260.00	27	0	\$0.00	26	\$6,760.00			
114	2504.603	1" TYPE K COPPER PIPE	L F	\$35.00	909	0	\$0.00	787	\$27,545.00			
115	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	\$42.00	128	0	\$0.00	104	\$4,368.00			
116	2504.603	8" WATERMAIN DUCTILE IRON CL 52	L F	\$55.00	515	0	\$0.00	635	\$34,925.00			
117	2504.603	12" WATERMAIN DUCTILE IRON CL 52	L F	\$56.00	1925	0	\$0.00	1531.845	\$85,783.32			
118	2504.608	WATERMAIN FITTINGS	LB	\$8.00	1572	0	\$0.00	1861	\$14,888.00			
119	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$200.00	1	0	\$0.00	1	\$200.00			
				Totals For Section WATER:							\$248,759.32	
Change Order 2												
135	2504.601	IRRIGATION SYSTEM	LS	\$6,450.00	1	0	\$0.00	1	\$6,450.00			
				Totals For Change Order 2:								

CITY OF GRAND RAPIDS
 420 N. Pokegama Avenue
 Grand Rapids, MN 55744
 Project No. SAP 129-146-001 [CP 2011-3]
 Final Pay Request No. 13

SAP 129-146-001 [CP 2011-3] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Project Totals:									
							\$3,383.13		\$6,450.00
							\$3,383.13		\$2,005,279.89

SAP 129-146-001 [CP 2011-3] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	8/15/2018	WHEREAS: THE CONTRACTOR HAS REQUESTED A SUBSTANTIAL COMPLETION DATE EXTENSION NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT: THE SUBSTANTIAL COMPLETION DATE SHALL NOW BE AUGUST 24, 2018 AND INCLUDE ALL ITEMS WITH AN EXCEPTION OF TURF ESTABLISHMENT, INSTALLATION OF LIGHTING UNITS, AND PUNCH LIST (EXCLUDING MILLING, UPPER LIFT OF WEARING COURSE AND PAVEMENT MARKING), INTERIM FINAL COMPLETION WILL REMAIN AUGUST 30, 2018 AND WILL INCLUDE ALL ITEMS (INCLUDING PUNCH LIST, EXCLUDING MILLING, UPPER LIFT OF WEARING COURSE AND PAVEMENT MARKING).	\$0.00	\$0.00
CO2	Change Order	5/8/2019	The Engineer has determined that repairs to an existing privately owned irrigation system at STA. 205+50 shall be completed. The system was unmarked within the right of way and was damaged during the construction of the roadway. In accordance with MnDOT 2123, The Contractor may proceed with the substitution at an additional cost to the Department.	\$6,450.00	\$6,450.00
Contract Change Totals:				\$6,450.00	\$6,450.00



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0645 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 10/7/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Accepting IRRR development infrastructure grant](#)
[IRRR Grant Agreement \(unsigned\)](#)
[Exhibits Final Grand Rapids Housing 2020](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

The City Council previously authorized a application to MN IRRR for a site development infrastructure grant for infrastructure costs incurred in the development of 15 single-family and 1 multi-family housing lots in the plat of Great River Acres. At their Board meeting on September 9th, MN IRRR approved the requested grant.

Requested City Council Action

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 and authorize the Mayor and City Administrator's execution of the grant agreement.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$250,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE PROGRAM FOR INFRASTRUCTURE SERVING RESIDENTIAL DEVELOPMENT IN THE PLAT OF GREAT RIVER ACRES

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 \$250,000.00 Development Infrastructure grant award from the IRRR for infrastructure serving residential development sites in the plat of Great River Acres.

Adopted this 14th day of October 2019.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

**STATE OF MINNESOTA
GRANT CONTRACT**

PO ID 3000007454	PO Date September 13, 2019		Fiscal Year 2020	Grant Award \$250,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 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. 20-004 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:

September 18, 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 this grant contract is fully executed. **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:

December 31, 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 \$250,000.00 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 Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@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: September 13, 2019

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: September 18, 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

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for infrastructure, roads and site-work for a new housing development in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds. The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$250,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and site development costs are ineligible for reimbursement.

EXHIBIT C

IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

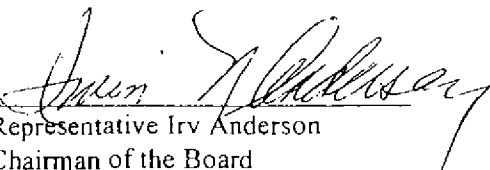
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS
29th DAY OF APRIL, 1996

AYES: 11
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

Signed: 
Representative Irv Anderson
Chairman of the Board



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0646 **Version:** 1 **Name:** Hire PT-DeGuseppi, Miller and Morlan
Type: Agenda Item **Status:** Passed
File created: 10/8/2019 **In control:** City Council
On agenda: 10/14/2019 **Final action:** 10/14/2019
Title: Consider approving the hiring of regular part-time employees at the IRA Civic Center / Parks and Recreation Department.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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

Background Information:

Nano DeGuseppi, who is a current Public Works employee, will be hired with the IRA Civic Center / Parks and Recreation Department as a regular part-time maintenance employee starting at \$12.25/hour.

The following individuals will be hired with IRA Civic Center / Parks and Recreation Department as regular part-time concession employees:

Amanda Miller-\$10.50/hour
Kendra Morlan-\$9.86/hour

This will be part of the annual operating budget and employment will begin on October 15, 2019 and completed December 31, 2019.

Staff Recommendation:

City staff is recommending the approval of hiring Nano DeGuseppi, Amanda Miller and Kendra Morlan as regular part-time employees with the IRA Civic Center / Parks and Recreation Department.

Requested City Council Action

Make a motion approving the hiring of Nano DeGuseppi, Amanda Miller and Kendra Morlan as regular part-time employees with the IRA Civic Center / Parks and Recreation Department.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0647 **Version:** 1 **Name:** 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.

Type: Agenda Item **Status:** Passed

File created: 10/9/2019 **In control:** City Council

On agenda: 10/14/2019 **Final action:** 10/14/2019

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [PD LandM K-9 Prog Res](#)
[Charity Donation Letter - GR](#)

Date	Ver.	Action By	Action	Result
10/14/2019	1	City Council	Approved	Pass

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.

Background Information:

L & M Fleet Supply of Grand Rapids would like to donate \$300.00 to the Grand Rapids Police Department's K-9 Program to purchase dog food for Radar.

Requested City Council Action

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

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A DONATION OF \$300 FROM L & M FLEET SUPPLY TO
THE GRAND RAPIDS' POLICE DEPARTMENT'S K-9 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:

- L & M Fleet Supply has donated \$300 to the Grand Rapids Police Department K-9 program.

Adopted this 14th day of October, 2019

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



"QUALITY AT A DISCOUNT"

October 9, 2019

Chief Scott Johnson
Grand Rapids Police Department
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Dear Chief Johnson:

We were pleased to present the GRPD & Radar with a donation of \$300 on behalf of the L&M Supply Grand Rapids, MN store. We recently ran an internal sales contest as part of the launch of our new line of Wildology dog & cat food. The contest was setup so that if a store met their sales goals, the team would earn money for a charity of their choice. The Grand Rapids store met each of their sales goals, earning a total of \$300, and chose Radar/GRPD to be the recipient of this donation.

Thank you for the work you do in our community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michelle Graber', with a long horizontal flourish extending to the right.

Michelle Graber

Training Manager